



Stanislaus Consolidated Fire Protection District

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Riverbank, CA 95367

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Brandon Rivers
President
Waterford

Greg Bernardi
Vice President
BOS District 1

Richard Murdock
Director
BOS District 2

Charles E. Neal
Director
Riverbank

Steven Stanfield
Director
BOS District 1

AGENDA

Wednesday, July 8, 2026, at 6:00 p.m.

REGULAR MEETING OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Station 26 Meeting Room, 3318 Topeka Street, Riverbank, CA

(THE AGENDA PACKET IS POSTED AT EACH SCFPD LOCATION AND AT WWW.SCFPD.US)

Public comments will be accepted in real time during general public comment and on each agenda item before or during the Board's consideration of that item.

1. CALL TO ORDER

President Rivers

2. PLEDGE OF ALLEGIANCE

President Rivers

3. INVOCATION

Pastor Charles E. Neal with Riverbank Assembly of God Church

4. ROLL CALL

Board President: Rivers
Board Vice President: Bernardi
Director: Murdock
Director: Neal

Director: Stanfield

5. APPROVAL OF AGENDA – *at this time, a Board Member may pull an item from the agenda.*

6. CONFLICT OF INTEREST DECLARATION – *Declaration by Board of Director members who may have a conflict of Interest on any scheduled agenda item is to declare their conflict at this time.*

7. PRESENTATION/ACKNOWLEDGEMENTS

Item 7.A: Employee Recognition of Years of Service

Item 7.B: New Hires/Promotions/Retiree Announcements

8. PUBLIC COMMENTS- *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public. California law prohibits the Board from acting on any matter which is not on the posed agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to three (3) minutes per individual. Please make your comments directly to SCFPD Board President. **Comments will be accepted via Teleconference.***

ACTION CALENDAR

9. CONSENT ITEMS- *All matters listed on the Consent Calendar are considered routine and will be enacted upon by one motion unless otherwise requested by an individual Board Member or public for special consideration.*

Item 9.A: Acceptance of Warrants (Check Register) – June 2026

Recommendation: Accept by Consent Action

Item 9.B: Acceptance of Financial Reports – June 2026

Recommendation: Accept by Consent Action

10. DISCUSSION ITEMS

No Discussion Items scheduled.

11. PUBLIC HEARING

No Public Hearing Items scheduled.

12. ACTION ITEMS

Item 12.A: Dry Period Funding Request – Consider Approval of Resolution 2026-007 Requesting Dry Period Funding from Stanislaus County.

Recommendation: The Board consider approving Resolution 2026-007 Authorizing a letter requesting Dry Period Funding from Stanislaus County.

Item 12.B: Local 3399 Memorandum of Understanding – Review and consider approval of the Memorandum of Understanding between the Stanislaus Consolidated Fire Protection District and Local 3399.

Recommendation: Approve the Memorandum of Understanding between the Stanislaus Consolidated Fire Protection District and Local 3399.

Item 12.C: Consideration of a Fire Service Mitigation and Reimbursement Agreement for Proposed Flash Point Energy Propane Rail Transfer and Storage Facility – 884 Codoni Ave., Modesto, CA

Recommendation: The Board consider the possibility of a Fire Service Mitigation and Reimbursement Agreement for Proposed Flash Point Energy Propane Rail Transfer and Storage Facility – 884 Codoni Ave., Modesto, CA

Item 12.D: Discussion – City of Modesto; Modesto 2050 General Plan Update Environmental Impact Report and Potential District Comment Letter

Recommendation: The Board provide direction to staff for submitting a comment to the City of Modesto regarding the City of Modesto 2050 General Plan Update Environmental Impact Report

13. COMMUNICATIONS

1. Correspondence –

No Correspondence items.

2. Written Staff Reports –

Item 13.2.A: Monthly Call Log

Item 13.2.B: Training

Item 13.2.C: Fire Prevention

Item 13.2.D: Local 3399

3. Verbal Reports –

Item 13.3.A: Fire Chief – Monthly Verbal Board Report

Item 13.3.B: Capital Improvements – (Murdock/Stanfield)

Item 13.3.C: Finance – (Neal/Rivers)

Item 13.3.D: Personnel – (Bernardi/Stanfield)

Item 13.3.E: Fire Advisory with Modesto Fire Dept.- (Bernardi/Murdock)

Item 13.3.F: Oakdale Fire Protection District AD-HOC –(Bernardi/Rivers)

Item 13.3.G: Ceres Fire Protection District AD-HOC – (Murdock/Neal)

4. **Directors Comments** – *At this time, Board Members may verbally make individual announcements, report briefly on their activities, or request an item be place on a future agenda.*

14. CLOSED SESSION

Item 14.A: Conference with Labor Negotiators pursuant to Government Code Section 54957.6

- Agency Designated Representative: Clint Bray, Deputy Fire Chief
- Employee Organization: Local 3399

Item 14.B: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Gov. Code § 54956.9(d)(2): Number of potential cases: (1)

15. RETURN TO OPEN SESSION

16. CLOSED SESSION REPORT

17. ADJOURNMENT

The next regularly scheduled meeting of the SCFPD Board of Directors is July 8, 2026.
at 6:00 p.m. in the Station 26 Meeting Room, located at 3318 Topeka Street, Riverbank, CA.

AFFIDAVIT OF POSTING

I, Jessica Sousa, Clerk of the Board (A) of the Stanislaus Consolidated Fire Protection District, do hereby declare the foregoing agenda for the Regular and Closed Session meetings of the Board of Director has been posted at the Administrative Offices, District website of the Stanislaus Consolidated Fire Protection District at least 72 hours prior to the meeting date and will also be posted at each of the District Fire Stations.

Dated: July 5, 2026,

Time: 4:00 p.m.

Jessica Sousa /s/

Jessica Sousa
Board Clerk (A)
Stanislaus Consolidated Fire Protection District

ADA Compliance Statement: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Board Clerk at (209) 869-7470 or boardclerk@scfpd.us Notification 72 hours prior to meeting will enable the District to make reasonable arrangement to ensure accessibility to this meeting.



SCFPD

My Check Report

By Check Number

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK - GEN FUND-TRI-COUNTIES BANK - SCFPD GENERAL FUND						
00001	3A Garage Door	06/09/2026	Regular	0.00	840.00	12498
00057	AT&T CALNET 2/3	06/09/2026	Regular	0.00	2,051.40	12499
00716	Blue Collar Training Network LLC	06/09/2026	Regular	0.00	5,500.00	12500
00104	C.A.P.F.	06/09/2026	Regular	0.00	1,326.00	12501
00139	Chuck's Auto Parts	06/09/2026	Regular	0.00	17.24	12502
00162	Consumer's Choice Pest Control	06/09/2026	Regular	0.00	100.00	12503
00181	Deep Clean Crew	06/09/2026	Regular	0.00	770.00	12504
00218	Engineered Fire Systems, Inc	06/09/2026	Regular	0.00	1,552.50	12505
00252	FP Mailing Solutions	06/09/2026	Regular	0.00	89.95	12506
00261	george W. Lowry, inc.	06/09/2026	Regular	0.00	167.50	12507
00267	Golden State Emergency Vehicle Service	06/09/2026	Regular	0.00	2,881.85	12508
00273	Gowans Printing Company	06/09/2026	Regular	0.00	464.73	12509
00721	Heller Consulting Services	06/09/2026	Regular	0.00	4,137.97	12510
00302	Hunt & Sons LLC	06/09/2026	Regular	0.00	13,351.10	12512
00329	Jays Tires	06/09/2026	Regular	0.00	2,581.47	12513
00384	Life-Assist, Inc.	06/09/2026	Regular	0.00	1,053.63	12514
00391	Mail Depot	06/09/2026	Regular	0.00	69.75	12515
00401	McCoy's Truck & Tire Service	06/09/2026	Regular	0.00	1,513.97	12516
00418	Mo-Cal Office Solutions	06/09/2026	Regular	0.00	974.35	12517
00441	Neal, Charles E.	06/09/2026	Regular	0.00	-100.00	12518
00441	Neal, Charles E.	06/09/2026	Regular	0.00	100.00	12518
00449	NRS	06/09/2026	Regular	0.00	4,067.18	12519
00450	O'Reilly Auto Parts	06/09/2026	Regular	0.00	100.01	12520
00504	Ray's Janitorial Supply	06/09/2026	Regular	0.00	4,140.33	12521
00513	Richard Murdock	06/09/2026	Regular	0.00	100.00	12522
00704	Sharpening Shop	06/09/2026	Regular	0.00	1,126.40	12523
00568	Stanfield, Steven	06/09/2026	Regular	0.00	100.00	12524
00574	Stanislaus County EMS Agency	06/09/2026	Regular	0.00	279.00	12525
00583	State of California Dept of Justice	06/09/2026	Regular	0.00	66.00	12526
00599	T&G Equipment Repair	06/09/2026	Regular	0.00	2,104.88	12527
00626	Tyler Technologies, Inc	06/09/2026	Regular	0.00	4,785.00	12528
00643	Verizon Wireless	06/09/2026	Regular	0.00	30.06	12529
00655	Waterford Farm Supply, Inc.	06/09/2026	Regular	0.00	179.58	12530
00298	Hi-Tech Emergency Vehicles	06/10/2026	Regular	0.00	-2,420.18	12532
00298	Hi-Tech Emergency Vehicles	06/10/2026	Regular	0.00	2,420.18	12532
00298	Hi-Tech Emergency Vehicles	06/10/2026	Regular	0.00	1,210.09	12533
00001	3A Garage Door	06/23/2026	Regular	0.00	580.00	12534
00057	AT&T CALNET 2/3	06/23/2026	Regular	0.00	1,233.80	12535
00122	Capitol Public Finance Group	06/23/2026	Regular	0.00	7,430.90	12536
00302	Hunt & Sons LLC	06/23/2026	Regular	0.00	7,175.05	12537
00329	Jays Tires	06/23/2026	Regular	0.00	3,249.92	12538
00361	Kronos	06/23/2026	Regular	0.00	6,489.60	12539
00384	Life-Assist, Inc.	06/23/2026	Regular	0.00	44.51	12540
00441	Neal, Charles E.	06/23/2026	Regular	0.00	200.00	12541
00450	O'Reilly Auto Parts	06/23/2026	Regular	0.00	131.74	12542
00513	Richard Murdock	06/23/2026	Regular	0.00	100.00	12543
00518	Riverbank Automotive & Smog, Inc	06/23/2026	Regular	0.00	1,172.69	12544
00521	Robert Donovan M.D.	06/23/2026	Regular	0.00	4,000.00	12545
00568	Stanfield, Steven	06/23/2026	Regular	0.00	100.00	12546
00580	Staples Business Advantage	06/23/2026	Regular	0.00	74.15	12547
00599	T&G Equipment Repair	06/23/2026	Regular	0.00	9,054.03	12548
00626	Tyler Technologies, Inc	06/23/2026	Regular	0.00	1,189.00	12549
00655	Waterford Farm Supply, Inc.	06/23/2026	Regular	0.00	155.10	12550
00492	Quench	06/01/2026	Bank Draft	0.00	64.73	DFT0000314

My Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00478	PG&E	Online	06/02/2026	Bank Draft	0.00	2,230.55	DFT0000317
00597	Swanson, Zachary	EFT	06/03/2026	Bank Draft	0.00	500.00	DFT0000318
00651	Warren, Samuel		06/03/2026	Bank Draft	0.00	32.00	DFT0000319
00338	Johnson, Timothy	EFT	06/03/2026	Bank Draft	0.00	46.00	DFT0000320
00276	Green, Dennis	EFT	06/03/2026	Bank Draft	0.00	271.60	DFT0000321
00167	Crabtree, Michael	EFT	06/03/2026	Bank Draft	0.00	250.00	DFT0000322
00720	Roger Guerra		06/03/2026	Bank Draft	0.00	650.45	DFT0000323
00548	Shred-It USA LLC		06/09/2026	Bank Draft	0.00	165.61	DFT0000324
00315	Insect IQ	Autopay	06/08/2026	Bank Draft	0.00	456.34	DFT0000325
00021	AFLAC	Online	06/12/2026	Bank Draft	0.00	67.10	DFT0000328
00021	AFLAC	Online	06/12/2026	Bank Draft	0.00	314.52	DFT0000329
00712	CA State Disbursement Unit		06/12/2026	Bank Draft	0.00	588.46	DFT0000330
00570	Stanislaus Consolidated Firefighters Unio		06/12/2026	Bank Draft	0.00	3,259.52	DFT0000331
00710	IRS		06/12/2026	Bank Draft	0.00	8,190.00	DFT0000333
00711	State of CA		06/12/2026	Bank Draft	0.00	14,515.59	DFT0000334
00710	IRS		06/12/2026	Bank Draft	0.00	31,392.71	DFT0000335
00691	California Schools VEBA		06/10/2026	Bank Draft	0.00	65,147.00	DFT0000337
00363	L.N. Curtis & Sons		06/10/2026	Bank Draft	0.00	4,806.40	DFT0000338
00509	Regional Government Services		06/10/2026	Bank Draft	0.00	1,127.00	DFT0000339
00255	FRMS Fire Risk Management Services		06/10/2026	Bank Draft	0.00	8,393.62	DFT0000340
00335	Jocelyn Roland, Ph. D., ABPP		06/10/2026	Bank Draft	0.00	1,000.00	DFT0000341
00520	Rivers, Brandon	EFT	06/10/2026	Bank Draft	0.00	100.00	DFT0000342
00083	Best Best & Krieger		06/10/2026	Bank Draft	0.00	5,732.44	DFT0000343
00276	Green, Dennis	EFT	06/10/2026	Bank Draft	0.00	275.95	DFT0000344
00722	Mason Manly		06/10/2026	Bank Draft	0.00	327.95	DFT0000345
00446	Niko Lombrana		06/10/2026	Bank Draft	0.00	395.95	DFT0000346
00619	Travis Grapes		06/10/2026	Bank Draft	0.00	441.95	DFT0000347
00700	Eric DeHart		06/10/2026	Bank Draft	0.00	691.66	DFT0000348
00101	Bussell, Rick	EFT	06/10/2026	Bank Draft	0.00	608.33	DFT0000349
00496	Quinones, Peter	EFT	06/10/2026	Bank Draft	0.00	750.00	DFT0000350
00297	Henriquez, Nelson	EFT	06/10/2026	Bank Draft	0.00	790.00	DFT0000351
00698	Valic		06/12/2026	Bank Draft	0.00	6,445.25	DFT0000353
00266	Go To Communications, Inc.		06/09/2026	Bank Draft	0.00	1,035.87	DFT0000354
00687	Megan Ellyson		06/16/2026	Bank Draft	0.00	4,823.82	DFT0000355
00064	Ayera Technologies, Inc		06/16/2026	Bank Draft	0.00	594.00	DFT0000356
00264	Gilton Solid Waste Management, Inc.		06/15/2026	Bank Draft	0.00	142.57	DFT0000357
00264	Gilton Solid Waste Management, Inc.		06/15/2026	Bank Draft	0.00	124.74	DFT0000358
00625	Turlock Scavenger	Autopay	06/10/2026	Bank Draft	0.00	133.42	DFT0000359
00718	Tri Counties- Visa Cards		06/08/2026	Bank Draft	0.00	5,819.49	DFT0000366
00641	Valvoline Instant Oil Change		06/15/2026	Bank Draft	0.00	235.35	DFT0000367
00145	City of Modesto- Utilities	Autopay	06/15/2026	Bank Draft	0.00	150.68	DFT0000368
00145	City of Modesto- Utilities	Autopay	06/15/2026	Bank Draft	0.00	164.48	DFT0000369
00145	City of Modesto- Utilities	Autopay	06/15/2026	Bank Draft	0.00	113.40	DFT0000370
00412	Mid Valley IT	Online	06/11/2026	Bank Draft	0.00	7,088.28	DFT0000371
00411	MID		06/17/2026	Bank Draft	0.00	2,581.80	DFT0000372
00046	Andy Heath Financial Services		06/23/2026	Bank Draft	0.00	3,875.00	DFT0000373
00445	Nickerson Investigative Services		06/23/2026	Bank Draft	0.00	763.12	DFT0000374
00509	Regional Government Services		06/23/2026	Bank Draft	0.00	949.90	DFT0000375
00520	Rivers, Brandon	EFT	06/23/2026	Bank Draft	0.00	100.00	DFT0000376
00082	Bernardi, Greg	EFT	06/23/2026	Bank Draft	0.00	100.00	DFT0000377
00255	FRMS Fire Risk Management Services		06/24/2026	Bank Draft	0.00	23,874.61	DFT0000378
00021	AFLAC	Online	06/26/2026	Bank Draft	0.00	67.10	DFT0000381
00021	AFLAC	Online	06/26/2026	Bank Draft	0.00	314.52	DFT0000382
00712	CA State Disbursement Unit		06/26/2026	Bank Draft	0.00	588.46	DFT0000383
00570	Stanislaus Consolidated Firefighters Unio		06/26/2026	Bank Draft	0.00	3,231.52	DFT0000384
00710	IRS		06/26/2026	Bank Draft	0.00	7,580.74	DFT0000386
00711	State of CA		06/26/2026	Bank Draft	0.00	12,732.50	DFT0000387
00710	IRS		06/26/2026	Bank Draft	0.00	27,932.57	DFT0000388
00175	CVRMT		06/24/2026	Bank Draft	0.00	10,200.00	DFT0000389
00698	Valic		06/24/2026	Bank Draft	0.00	6,445.25	DFT0000390
00492	Quench		06/29/2026	Bank Draft	0.00	9.73	DFT0000392

My Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00143	City Of Modesto- Admin Autopay	06/26/2026	Bank Draft	0.00	34,489.18	DFT0000393
00597	Swanson, Zachary EFT	06/29/2026	Bank Draft	0.00	677.79	DFT0000398
00167	Crabtree, Michael EFT	06/29/2026	Bank Draft	0.00	847.24	DFT0000399
00212	Ehrenberg, Shawn EFT	06/29/2026	Bank Draft	0.00	762.52	DFT0000400
00081	Bergquist, Daniel EFT	06/29/2026	Bank Draft	0.00	338.90	DFT0000401
00623	Tucker, Josh EFT	06/29/2026	Bank Draft	0.00	2,541.72	DFT0000402
00690	Zurilgen , Joseph EFT	06/29/2026	Bank Draft	0.00	847.24	DFT0000403

Bank Code AP BANK - GEN FUND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	112	51	0.00	102,632.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-2,520.18
Bank Drafts	72	69	0.00	322,306.19
EFT's	0	0	0.00	0.00
	184	122	0.00	422,418.62



SCFPD

Budget Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 06/30/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - General Fund						
Category: 40 - Taxes & Assessments						
10-40000	Property Tax - Secured	3,770,000.00	3,770,000.00	0.00	2,101,828.87	-1,668,171.13 44.25 %
10-40100	Property Tax - Unsecured	183,151.00	183,151.00	0.00	196,767.81	13,616.81 107.43 %
10-40200	Property Tax - Supplemental	40,000.00	40,000.00	0.00	28,478.34	-11,521.66 28.80 %
10-40300	Property Tax - Unitary	65,770.00	65,770.00	0.00	39,130.45	-26,639.55 40.50 %
10-40400	Property Tax - HOPTR	26,350.00	26,350.00	0.00	0.00	-26,350.00 100.00 %
10-40500	Property Tax RPTTF Residuals	300,000.00	300,000.00	0.00	0.00	-300,000.00 100.00 %
10-40600	Redevelopment Pass-Throughs	190,000.00	190,000.00	0.00	0.00	-190,000.00 100.00 %
10-40700	Other Property-Related Taxes	1,100.00	1,100.00	0.00	0.00	-1,100.00 100.00 %
10-40800	Special Assessments	9,323,993.00	9,323,993.00	0.00	4,841,707.95	-4,482,285.05 48.07 %
10-40900	Administrative Fees	50,000.00	50,000.00	0.00	7,383.82	-42,616.18 85.23 %
Category: 40 - Taxes & Assessments Total:		13,950,364.00	13,950,364.00	0.00	7,215,297.24	-6,735,066.76 48.28%
Category: 41 - Development Impact Fees						
10-41050	Impact Fees - Other	0.00	0.00	0.00	7,867.19	7,867.19 0.00 %
Category: 41 - Development Impact Fees Total:		0.00	0.00	0.00	7,867.19	7,867.19 0.00%
Category: 42 - Use of Money & Property						
10-42000	Interest - Stanislaus County	210,000.00	210,000.00	0.00	80,536.97	-129,463.03 61.65 %
10-42400	Interest - Tri Counties General	0.00	0.00	0.00	10,188.88	10,188.88 0.00 %
10-42500	Cell Tower Rent	16,500.00	16,500.00	1,512.84	18,085.32	1,585.32 109.61 %
Category: 42 - Use of Money & Property Total:		226,500.00	226,500.00	1,512.84	108,811.17	-117,688.83 51.96%
Category: 43 - Intergovernmental						
10-43100	Grants - Federal	0.00	0.00	0.00	19,400.06	19,400.06 0.00 %
10-43200	Strike Team Reimbursements	0.00	0.00	0.00	295,042.54	295,042.54 0.00 %
10-43300	FIU Overtime Reimbursement	190,000.00	190,000.00	0.00	332,920.73	142,920.73 175.22 %
10-43400	Proposition 172 Reimbursement	968,318.00	968,318.00	0.00	968,318.00	0.00 0.00 %
Category: 43 - Intergovernmental Total:		1,158,318.00	1,158,318.00	0.00	1,615,681.33	457,363.33 39.49%
Category: 44 - Charges for Services						
10-44000	Prevention - Apartment Inspections	75,000.00	75,000.00	0.00	0.00	-75,000.00 100.00 %
10-44020	Prevention - Fire Hydrant / Water F...	0.00	0.00	407.12	3,832.57	3,832.57 0.00 %
10-44030	Prevention - Fireworks Permits	0.00	0.00	2,449.08	4,632.28	4,632.28 0.00 %
10-44040	Prevention - Inspections	0.00	0.00	272.12	2,042.64	2,042.64 0.00 %
10-44041	Prevention - Riverbank / Modesto	0.00	0.00	136.06	934.52	934.52 0.00 %
10-44050	Prevention - Plan Reviews	55,000.00	55,000.00	0.00	0.00	-55,000.00 100.00 %
10-44052	Prevention - Plan Reviews - Riverba...	0.00	0.00	6,355.97	119,138.36	119,138.36 0.00 %
10-44053	Prevention - Plan Reviews - Waterfo...	0.00	0.00	2,759.46	20,644.35	20,644.35 0.00 %
10-44055	Prevention - Services Revenues	0.00	0.00	0.00	7,187.02	7,187.02 0.00 %
10-44100	Incident Reports	0.00	0.00	50.60	684.76	684.76 0.00 %
10-44110	AMR First Responder Services	40,000.00	40,000.00	0.00	42,808.31	2,808.31 107.02 %
10-44120	Fire Recovery USA	30,000.00	30,000.00	479.20	19,394.48	-10,605.52 35.35 %
Category: 44 - Charges for Services Total:		200,000.00	200,000.00	12,909.61	221,299.29	21,299.29 10.65%
Category: 45 - Other Revenues						
10-45000	Workers Compensation Reimburse...	45,000.00	45,000.00	5,708.04	91,612.29	46,612.29 203.58 %
10-45010	Medical Insurance Reimbursement	0.00	0.00	0.00	27,855.85	27,855.85 0.00 %
10-45020	Retiree Medical Reimbursement	0.00	0.00	1,768.00	-5,032.00	-5,032.00 0.00 %
10-45040	Other Reimbursements	0.00	0.00	8,000.00	25,261.31	25,261.31 0.00 %
10-45120	Other Revenue	0.00	0.00	4,000.00	75,469.31	75,469.31 0.00 %
Category: 45 - Other Revenues Total:		45,000.00	45,000.00	19,476.04	215,166.76	170,166.76 378.15%
Category: 50 - Personnel Services						
10-000-50000	Salaries & Wages	5,550,657.00	5,550,657.00	405,792.52	5,294,262.64	256,394.36 4.62 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 06/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Unfavorable)	Percent Remaining
10-000-50010	Swift Water Pay	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
10-000-50020	Bilingual Pay	900.00	900.00	138.48	1,806.00	-906.00	-100.67 %
10-000-50030	Education Pay	101,188.00	101,188.00	7,406.24	102,999.86	-1,811.86	-1.79 %
10-000-50040	HazMat Pay	2,000.00	2,000.00	80.76	1,049.88	950.12	47.51 %
10-000-50050	Leave Time Buyback	287,706.00	287,706.00	0.00	246,878.61	40,827.39	14.19 %
10-000-50100	Overtime	1,255,000.00	1,255,000.00	109,358.47	1,895,753.01	-640,753.01	-51.06 %
10-000-50110	FLSA Overtime	133,233.00	133,233.00	10,366.52	132,846.54	386.46	0.29 %
10-000-50200	Medical In Lieu Pay	285,420.00	285,420.00	15,902.77	262,664.47	22,755.53	7.97 %
10-000-50220	Uniform Allowance	56,256.00	56,256.00	4,472.71	57,313.58	-1,057.58	-1.88 %
10-000-50230	Everbridge (formally Hiplink)	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
10-000-50300	CalPERS ER - Safety	1,099,524.00	1,099,524.00	74,344.69	1,094,881.30	4,642.70	0.42 %
10-000-50305	CalPERS EE - Cost Sharing	0.00	0.00	0.00	-496,315.07	496,315.07	0.00 %
10-000-50310	CalPERS ER - Miscellaneous	0.00	0.00	1,710.54	64,327.21	-64,327.21	0.00 %
10-000-50320	CalPERS UAL - Safety	610,842.00	610,842.00	0.00	591,076.00	19,766.00	3.24 %
10-000-50400	Medical Insurance	1,227,083.00	1,227,083.00	159,866.61	1,255,963.89	-28,880.89	-2.35 %
10-000-50410	Vision Insurance	12,000.00	12,000.00	996.33	13,453.05	-1,453.05	-12.11 %
10-000-50420	Dental Insurance	73,000.00	73,000.00	5,957.52	79,642.06	-6,642.06	-9.10 %
10-000-50430	Life Insurance	12,100.00	12,100.00	988.00	13,221.27	-1,121.27	-9.27 %
10-000-50440	LTD Insurance	14,000.00	14,000.00	0.00	14,170.00	-170.00	-1.21 %
10-000-50450	Voluntary Life Insurance	0.00	0.00	43.50	322.00	-322.00	0.00 %
10-000-50460	Central Valley Retiree Medical Trust	124,400.00	124,400.00	20,400.00	123,000.00	1,400.00	1.13 %
10-000-50470	Retiree Group Insurance	90,000.00	90,000.00	12,502.26	109,251.86	-19,251.86	-21.39 %
10-000-50480	Group Term Life Insurance	0.00	0.00	466.14	2,348.98	-2,348.98	0.00 %
10-000-50500	FICA / Medicare	111,507.00	111,507.00	7,885.37	115,923.10	-4,416.10	-3.96 %
10-000-50600	Worker's Compensation	740,828.00	740,828.00	0.00	436,306.26	304,521.74	41.11 %
Category: 50 - Personnel Services Total:		11,810,394.00	11,810,394.00	838,679.43	11,413,146.50	397,247.50	3.36%

Category: 60 - Materials & Supplies

10-000-60200	Badges & Emblems	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-000-60220	Replacement Clothing / Uniforms	500.00	500.00	97.09	1,137.79	-637.79	-127.56 %
10-000-60230	Clothing & PPE - Other	85,000.00	85,000.00	0.00	58,822.83	26,177.17	30.80 %
10-000-60500	Station Supplies	20,000.00	20,000.00	120.31	12,270.75	7,729.25	38.65 %
10-000-60510	Bottled Water	3,700.00	3,700.00	74.46	6,104.45	-2,404.45	-64.99 %
10-000-60520	Oxygen Service	1,015.00	1,015.00	0.00	210.00	805.00	79.31 %
10-000-60530	Furnishings & Appliances	2,800.00	2,800.00	0.00	13,065.88	-10,265.88	-366.64 %
10-000-60540	Household Expenditures - Other	6,598.00	6,598.00	43.12	9,433.13	-2,835.13	-42.97 %
10-000-60600	Fiduciary / Liability Insurance	102,474.00	102,474.00	-77.00	110,961.60	-8,487.60	-8.28 %
10-000-60700	02-02 SSLWR26 Chevy Tahoe	0.00	0.00	0.00	48.38	-48.38	0.00 %
10-000-60702	03-01 SSLG26 Ford Type 6	0.00	0.00	0.00	7,413.71	-7,413.71	0.00 %
10-000-60703	03-02 SSLG21 Ford Type 6	0.00	0.00	15.47	6,353.56	-6,353.56	0.00 %
10-000-60704	04-01 SSL221 Pierce Type 1	0.00	0.00	9.70	2,749.74	-2,749.74	0.00 %
10-000-60705	04-03 SSLE23 Pierce Type 1	0.00	0.00	30.52	43,338.69	-43,338.69	0.00 %
10-000-60706	04-04 SSLE226 Pierce Type 1	0.00	0.00	0.00	3,078.56	-3,078.56	0.00 %
10-000-60707	04-05 SSLWR24 2004 Expedition	0.00	0.00	0.00	727.25	-727.25	0.00 %
10-000-60709	08-02 SSLE223 OES 347 HME Type 1	0.00	0.00	0.00	1,274.08	-1,274.08	0.00 %
10-000-60710	08-03 SSKWT220 Int. Water Tender	0.00	0.00	0.00	1,055.52	-1,055.52	0.00 %
10-000-60711	09-01 Chevy Tahoe	0.00	0.00	0.00	-1,781.42	1,781.42	0.00 %
10-000-60713	11-01 Ford Expedition	0.00	0.00	0.00	405.70	-405.70	0.00 %
10-000-60714	11-02 SSLB24 Int. Type 3	0.00	0.00	0.00	22,756.44	-22,756.44	0.00 %
10-000-60715	12-01 Ford Expedition	0.00	0.00	0.00	4,517.20	-4,517.20	0.00 %
10-000-60716	13-01 SSLQ22 Pierce Quint	0.00	0.00	122.77	36,162.07	-36,162.07	0.00 %
10-000-60717	15-01 SSLE21 Pierce Type 1	0.00	0.00	0.00	8,613.86	-8,613.86	0.00 %
10-000-60718	15-02 SSLE26 Pierce Type 1	0.00	0.00	48.55	126,270.25	-126,270.25	0.00 %
10-000-60719	16-01 - Ford Explorer	0.00	0.00	0.00	63.92	-63.92	0.00 %
10-000-60720	16-02- Ford Explorer	0.00	0.00	0.00	806.27	-806.27	0.00 %
10-000-60721	17-01 SSLWT23 Kenworth WT	0.00	0.00	0.00	2,610.13	-2,610.13	0.00 %
10-000-60722	17-02 Ford Escape	0.00	0.00	0.00	3,193.70	-3,193.70	0.00 %
10-000-60723	18-01 SSLE24 Rosenbauer Type 1	0.00	0.00	0.00	13,872.41	-13,872.41	0.00 %
10-000-60724	23-01 Training Vehicle	0.00	0.00	0.00	2,251.18	-2,251.18	0.00 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 06/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-000-60725	24-01 FIU Tahoe	0.00	0.00	0.00	200.75	-200.75	0.00 %
10-000-60726	24-02 BC Tahoe	0.00	0.00	235.35	5,707.45	-5,707.45	0.00 %
10-000-60729	99-03 SSLB23 Int. Type 3	0.00	0.00	2.04	2,024.59	-2,024.59	0.00 %
10-000-60730	Boat 21	0.00	0.00	0.00	2,030.47	-2,030.47	0.00 %
10-000-60731	Boat 24	0.00	0.00	61.45	1,197.13	-1,197.13	0.00 %
10-000-60732	Boat 26	0.00	0.00	0.00	989.23	-989.23	0.00 %
10-000-60733	Boat Team Trailer	0.00	0.00	0.00	141.53	-141.53	0.00 %
10-000-60734	20-01 4618OES26 HME Type 6	0.00	0.00	0.00	6,800.51	-6,800.51	0.00 %
10-000-60735	04-02 SSLE24 Pierce Type 1	0.00	0.00	0.00	21.31	-21.31	0.00 %
10-000-60736	SSLWT21-08 - Int'l Burtons	0.00	0.00	0.00	6,080.77	-6,080.77	0.00 %
10-000-60737	25-01 E21 - Hi Tech	0.00	0.00	0.00	15,142.99	-15,142.99	0.00 %
10-000-60738	25-02 B23 Type III HME	0.00	0.00	6,626.26	21,258.58	-21,258.58	0.00 %
10-000-60798	Vehicle Maintenance & Repair - Ot...	225,000.00	225,000.00	0.00	1,692.00	223,308.00	99.25 %
10-000-60800	Radio & Pager Maintenance & Repa...	18,270.00	18,270.00	0.00	2,410.95	15,859.05	86.80 %
10-000-60801	Equipmt Maint & Repairs 24-01	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
10-000-60810	Small Engine	1,850.00	1,850.00	0.00	1,946.76	-96.76	-5.23 %
10-000-60815	Hand light Maint & Repair	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
10-000-60820	SCBA Equipment Maintenance & R...	20,450.00	20,450.00	738.45	20,989.94	-539.94	-2.64 %
10-000-60830	Fitness Equipment Maintenance	3,500.00	3,500.00	0.00	475.00	3,025.00	86.43 %
10-000-61000	Medical Supplies	20,000.00	20,000.00	2,196.46	19,436.00	564.00	2.82 %
10-000-61010	Paramedic Program	100,000.00	100,000.00	5,265.77	82,223.00	17,777.00	17.78 %
10-000-61020	Paramedic Grant Expenditures	0.00	0.00	4,000.00	4,515.00	-4,515.00	0.00 %
10-000-61030	AED Maintenance Certification	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
10-000-61031	Masimo Certification	4,386.00	4,386.00	0.00	0.00	4,386.00	100.00 %
10-000-61032	Lucas Maintenance	3,561.00	3,561.00	0.00	0.00	3,561.00	100.00 %
10-000-61100	Memberships	12,688.00	12,688.00	0.00	11,628.26	1,059.74	8.35 %
10-000-61200	Food	2,000.00	2,000.00	566.00	4,325.66	-2,325.66	-116.28 %
10-000-61210	Travel & Lodging	5,000.00	5,000.00	139.95	5,072.55	-72.55	-1.45 %
10-000-61220	Board Member Meeting Allowance	8,000.00	8,000.00	1,200.00	7,900.00	100.00	1.25 %
10-000-61230	Executive Development	2,500.00	2,500.00	500.00	1,000.00	1,500.00	60.00 %
10-000-61240	Training Program	35,000.00	35,000.00	48.63	47,134.84	-12,134.84	-34.67 %
10-000-61250	Workshops & Seminars	4,750.00	4,750.00	0.00	1,360.00	3,390.00	71.37 %
10-000-61255	Intern Program	500.00	500.00	0.00	0.00	500.00	100.00 %
10-000-61256	Explorer program	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-000-61260	Educaiton Reimbursement	20,000.00	20,000.00	7,015.41	21,000.00	-1,000.00	-5.00 %
10-000-61300	Office Expense	0.00	0.00	0.00	1,422.87	-1,422.87	0.00 %
10-000-61310	Stationery / Business Cards	1,015.00	1,015.00	0.00	527.96	487.04	47.98 %
10-000-61320	Postage	1,015.00	1,015.00	0.00	628.15	386.85	38.11 %
10-000-61330	Office Supplies	5,227.00	5,227.00	380.98	1,414.92	3,812.08	72.93 %
10-000-61340	Printer Supplies	2,081.00	2,081.00	33.24	299.01	1,781.99	85.63 %
10-000-61350	Computer Equipment Supplies	6,293.00	6,293.00	0.00	1,398.29	4,894.71	77.78 %
10-000-61400	Professional Services	0.00	0.00	0.00	4,137.97	-4,137.97	0.00 %
10-000-61405	Administrative Contract (Modesto)	413,870.00	413,870.00	34,489.18	413,870.16	-0.16	0.00 %
10-000-61410	Accounting / Auditing	101,500.00	101,500.00	4,774.00	174,013.86	-72,513.86	-71.44 %
10-000-61415	Financial System Licensing	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %
10-000-61420	Record Destruction Service	1,100.00	1,100.00	165.61	1,093.67	6.33	0.58 %
10-000-61430	Legal / Attorney	45,900.00	45,900.00	1,066.91	49,594.32	-3,694.32	-8.05 %
10-000-61450	IT Services Contract	115,203.00	115,203.00	7,110.44	88,345.95	26,857.05	23.31 %
10-000-61451	Sunpro Fire RMS	7,000.00	7,000.00	0.00	1,679.35	5,320.65	76.01 %
10-000-61470	Background / Pre-Employment	25,000.00	25,000.00	763.12	23,868.92	1,131.08	4.52 %
10-000-61480	Ladder Testing	4,500.00	4,500.00	0.00	1,512.60	2,987.40	66.39 %
10-000-61490	Medical Exams	15,000.00	15,000.00	0.00	42,476.96	-27,476.96	-183.18 %
10-000-61493	Personnel Recruitment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
10-000-61494	Telestaff / Voxeo Contract	12,000.00	12,000.00	6,489.60	6,489.60	5,510.40	45.92 %
10-000-61496	Consultant Services	19,000.00	19,000.00	7,430.90	65,434.65	-46,434.65	-244.39 %
10-000-61497	Dispatch Services	199,920.00	199,920.00	48,768.00	195,072.00	4,848.00	2.42 %
10-000-61498	Stremline Automation Systems	11,200.00	11,200.00	0.00	17,089.00	-5,889.00	-52.58 %
10-000-61500	Advertising & Legal Notices	1,600.00	1,600.00	0.00	420.01	1,179.99	73.75 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 06/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-000-61600	Alarm System - HQ	1,500.00	1,500.00	0.00	690.00	810.00	54.00 %
10-000-61610	Copiers	2,000.00	2,000.00	941.00	3,265.93	-1,265.93	-63.30 %
10-000-61620	Postage	750.00	750.00	0.00	269.83	480.17	64.02 %
10-000-61630	Computer Licesning / Software	13,000.00	13,000.00	5,300.00	9,084.90	3,915.10	30.12 %
10-000-61670	Station 25 Lease Payment	2,400.00	2,400.00	0.00	1,200.00	1,200.00	50.00 %
10-000-61700	Prevention Expenditures	22,500.00	22,500.00	1,552.50	28,633.59	-6,133.59	-27.26 %
10-000-61701	Prevention Publications	500.00	500.00	0.00	618.86	-118.86	-23.77 %
10-000-61710	Prevention Education	3,000.00	3,000.00	0.00	1,280.00	1,720.00	57.33 %
10-000-61711	Life Jacket Program	500.00	500.00	0.00	0.00	500.00	100.00 %
10-000-61720	Community CPR Program	5,000.00	5,000.00	0.00	7,920.00	-2,920.00	-58.40 %
10-000-61730	Fitness Equipment Maintenance	0.00	0.00	0.00	1,921.42	-1,921.42	0.00 %
10-000-61800	Small Tools & Instruments	10,000.00	10,000.00	1,137.18	2,167.08	7,832.92	78.33 %
10-000-62000	Fuel & Oil	140,000.00	140,000.00	10,936.70	132,313.87	7,686.13	5.49 %
10-000-63495	Paychex Contract	15,936.00	15,936.00	0.00	3,402.05	12,533.95	78.65 %
10-000-64000	Cell Phones	0.00	0.00	0.00	2,413.27	-2,413.27	0.00 %
10-000-64010	Cable Services	4,692.00	4,692.00	0.00	388.00	4,304.00	91.73 %
10-000-64020	MDC / T-1 Lines / Phones	66,300.00	66,300.00	2,269.67	60,115.30	6,184.70	9.33 %
10-000-64030	Wireless Internet	10,710.00	10,710.00	594.00	8,273.00	2,437.00	22.75 %
10-000-65000	Bank Service Charges	0.00	0.00	0.00	2,296.24	-2,296.24	0.00 %
10-000-65100	Administrative Fees	54,335.00	54,335.00	0.00	1,400.00	52,935.00	97.42 %
10-000-65150	SCFPD Special Benefit Assessment	3,197.00	3,197.00	0.00	0.00	3,197.00	100.00 %
10-000-65200	Assessment Preparation Fees	0.00	0.00	0.00	7,385.64	-7,385.64	0.00 %
10-000-65300	GIS Software - Parcel Info Fees	14,819.00	14,819.00	0.00	23,840.00	-9,021.00	-60.87 %
10-000-65400	Direct Assessments	14,000.00	14,000.00	3,239.25	11,512.03	2,487.97	17.77 %
10-000-65500	Trustee Fees	0.00	0.00	0.00	1,500.00	-1,500.00	0.00 %
10-000-65600	Other Interest (non-debt)	0.00	0.00	0.00	4,784.40	-4,784.40	0.00 %
10-000-65700	GASB 68 Preparation Fees	1,400.00	1,400.00	0.00	700.00	700.00	50.00 %
10-000-65800	Sales Tax	0.00	0.00	33.35	1,135.75	-1,135.75	0.00 %
10-000-69000	Miscellaneous Expenditures	0.00	0.00	0.00	11,025.75	-11,025.75	0.00 %
10-000-69010	Other Expenditures	0.00	0.00	0.00	11,291.59	-11,291.59	0.00 %
10-000-69020	Special Department Expenditures	3,500.00	3,500.00	279.00	9,205.76	-5,705.76	-163.02 %
10-200-60920	Building Mtc - HQ Office	162,900.00	162,900.00	770.00	5,427.15	157,472.85	96.67 %
10-200-62100	Electricity	0.00	0.00	490.05	9,155.37	-9,155.37	0.00 %
10-200-62110	Natural Gas	0.00	0.00	37.70	2,302.33	-2,302.33	0.00 %
10-200-62120	Water & Sewer	0.00	0.00	0.00	1,138.98	-1,138.98	0.00 %
10-200-62130	Pest Control Service	0.00	0.00	54.08	324.48	-324.48	0.00 %
10-210-60921	Building Mtc - Station 21	0.00	0.00	350.00	13,915.90	-13,915.90	0.00 %
10-210-62100	Electricity	0.00	0.00	0.00	3,434.65	-3,434.65	0.00 %
10-210-62110	Natural Gas	0.00	0.00	0.00	2,462.65	-2,462.65	0.00 %
10-210-62120	Water & Sewer	0.00	0.00	106.84	1,456.49	-1,456.49	0.00 %
10-210-62130	Pest Control Service	0.00	0.00	86.14	516.84	-516.84	0.00 %
10-210-62140	Disposal Service	0.00	0.00	0.00	396.93	-396.93	0.00 %
10-210-62150	Biohazard Medical Waste	0.00	0.00	127.92	1,557.23	-1,557.23	0.00 %
10-220-60922	Building Mtc - Station 22	0.00	0.00	0.00	3,215.45	-3,215.45	0.00 %
10-220-62100	Electricity	0.00	0.00	0.00	4,788.51	-4,788.51	0.00 %
10-220-62110	Natural Gas	0.00	0.00	54.03	5,071.68	-5,071.68	0.00 %
10-220-62120	Water & Sewer	0.00	0.00	150.68	1,987.00	-1,987.00	0.00 %
10-220-62130	Pest Control Service	0.00	0.00	86.14	992.98	-992.98	0.00 %
10-220-62140	Disposal Service	0.00	0.00	0.00	1,284.51	-1,284.51	0.00 %
10-220-62150	Biohazard Medical Waste	0.00	0.00	121.83	1,534.74	-1,534.74	0.00 %
10-230-60923	Building Mtc - Station 23	0.00	0.00	51.72	8,999.45	-8,999.45	0.00 %
10-230-62100	Electricity	0.00	0.00	0.00	5,057.71	-5,057.71	0.00 %
10-230-62110	Natural Gas	0.00	0.00	53.55	3,049.15	-3,049.15	0.00 %
10-230-62130	Pest Control Service	0.00	0.00	86.14	430.70	-430.70	0.00 %
10-230-62140	Disposal Service	0.00	0.00	0.00	1,734.46	-1,734.46	0.00 %
10-240-60924	Building Mtc - Station 24	0.00	0.00	170.78	6,172.84	-6,172.84	0.00 %
10-240-62100	Electricity	0.00	0.00	0.00	12,010.93	-12,010.93	0.00 %
10-240-62110	Natural Gas	0.00	0.00	124.13	3,737.09	-3,737.09	0.00 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 06/30/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-240-62120	0.00	0.00	0.00	4,427.70	-4,427.70	0.00 %
10-240-62130	0.00	0.00	89.77	538.62	-538.62	0.00 %
10-240-62150	0.00	0.00	121.83	1,560.08	-1,560.08	0.00 %
10-260-60925	0.00	0.00	580.00	7,980.03	-7,980.03	0.00 %
10-260-62100	0.00	0.00	2,277.98	27,828.55	-27,828.55	0.00 %
10-260-62110	0.00	0.00	86.19	6,471.27	-6,471.27	0.00 %
10-260-62120	0.00	0.00	0.00	1,628.78	-1,628.78	0.00 %
10-260-62130	0.00	0.00	54.07	324.42	-324.42	0.00 %
10-260-62140	0.00	0.00	0.00	1,372.14	-1,372.14	0.00 %
10-260-62150	0.00	0.00	121.83	1,533.92	-1,533.92	0.00 %
Category: 60 - Materials & Supplies Total:	2,315,905.00	2,315,905.00	173,088.79	2,389,139.09	-73,234.09	-3.16%
Category: 70 - Capital & Outlay						
10-000-71002	0.00	0.00	0.00	680.35	-680.35	0.00 %
10-000-71003	21,810.00	21,810.00	0.00	378.61	21,431.39	98.26 %
10-000-71005	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
10-000-71100	5,500.00	5,500.00	3,438.40	9,276.28	-3,776.28	-68.66 %
10-000-71200	20,000.00	20,000.00	0.00	15,735.10	4,264.90	21.32 %
10-000-71210	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
10-000-71300	80,000.00	80,000.00	0.00	33,325.77	46,674.23	58.34 %
10-000-71400	30,000.00	30,000.00	0.00	501.20	29,498.80	98.33 %
10-000-71500	10,000.00	10,000.00	0.00	12,375.27	-2,375.27	-23.75 %
10-000-71510	20,000.00	20,000.00	0.00	17,531.37	2,468.63	12.34 %
10-000-71520	67,000.00	67,000.00	0.00	0.00	67,000.00	100.00 %
10-000-71600	6,500.00	6,500.00	0.00	9,169.60	-2,669.60	-41.07 %
10-000-71700	2,225.00	2,225.00	0.00	2,225.00	0.00	0.00 %
10-000-72000	0.00	0.00	0.00	2,391,226.17	-2,391,226.17	0.00 %
10-000-73000	1,831,190.00	1,831,190.00	0.00	202,816.37	1,628,373.63	88.92 %
Category: 70 - Capital & Outlay Total:	2,109,225.00	2,109,225.00	3,438.40	2,695,241.09	-586,016.09	-27.78%
Total Revenues	15,580,182.00	15,580,182.00	33,898.49	9,384,122.98	-6,196,059.02	39.77%
Total Expenses	16,235,524.00	16,235,524.00	1,015,206.62	16,497,526.68	-262,002.68	-1.61%
Fund: 10 - General Fund Surplus (Deficit):	-655,342.00	-655,342.00	-981,308.13	-7,113,403.70	-6,458,061.70	-985.45%

Bank Accounts & Cash Accounts
Stanislaus Consolidated Fire Protection District
As of June 30, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Restricted Funds- Tri Counties	
CEQA- Riverbank (2346)	875,009.72
CEQA - Waterford (2371)	80,191.27
Dev Fee Riverbank (2383)	154,930.94
Dev Fee-Riverbank/Waterford (2401)	440,066.79
Dev Fee- Waterford (2395)	5,713.95
Total for Restricted Funds- Tri Counties	\$1,555,912.67
Stanislaus County cash accounts	
7271 SCFPD General fund	8,384,647.87
7273 Development Fees - Riverbank	65,547.68
7274 CEQA - Riverbank	0.00
7276 Development - Waterford/Hickman	130,464.17
7277 CEQA - Waterford/Hickman	
Total for Stanislaus County cash accounts	\$8,580,659.72
Tri Counties Bank	
General Checking (2954)	498,537.76
Total for Tri Counties Bank	\$498,537.76
Total for Bank Accounts	\$10,635,110.15

Stanislaus Consolidated Fire Protection District
 Summary Budget VS. Actual
 July 1, 2025 through June 30, 2026

Total Revenues	\$9,350,224.49
<hr/>	
Total Salary and Benefits	\$10,574,467.07
Total Services and Supplies	\$2,216,082.46
Net Revenues (Expenses)	\$12,790,549.53
<hr/>	
Total Capital Expenditures	\$1,831,190.00
<hr/>	
Total Net Revenue (Expense From Reserves)	-\$5,271,515.04
<hr/>	

Stanislaus Consolidated Fire Protection District
 Summary Overtime
 July 1, 2025 through June 30, 2026

	Hours	Amount
Out of Grade Pay	1764.75	\$ 5,610.93
OT- AFG		
OT- Holiday	4349.67	\$ 322,917.82
OT Incident	1572.55	\$ 95,228.29
OT - Out of Grade	120.00	\$ 5,907.60
OT-Sick	7309.75	\$ 410,374.38
OT- Strike Team	2901.75	\$ 164,224.18
OT- Training	1420.67	\$ 78,884.29
OT- Vacancy	5690.00	\$ 296,194.13
OT - Vacation	6971.00	\$ 388,285.07
OT - Workers Comp	1032.00	\$ 57,009.88
OT- Jury Duty		
OT Breavement Leave	312.00	\$ 18,792.94
Overtime		
OT Total	33444.14	\$ 1,843,429.51



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: President Rivers and Members of the Board of Directors
FROM: Clint Bray, Deputy Fire Chief
SUBJECT: Recommend the Adoption of a Resolution Requesting dry period funding from Stanislaus County for Fiscal Year 2026-2027
DATE: July 8, 2026

Background:

In order to maintain funds to perform essential District functions and continually meet financial obligations, District staff is recommending that the Board approve and adopt Resolution 2025-006 authorizing the request for Dry Period Funding from the Stanislaus County Board of Supervisors.

Discussion:

The District will not have sufficient funds in the General Fund to pay its operating expenses from July until December when it receives its First Property Tax and Special Assessment payment.

The request, if approved by the Stanislaus County Board of Supervisors, allows the District to maintain a negative cash (borrow) in the General Fund and pay its monthly bills.

Recommendation:

Staff recommend that the Board review and adopt the resolution requesting the Stanislaus County Board of Supervisors provide dry period funding.

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

RESOLUTION NO. 2026-007

**RESOLUTION OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
APPROVING THE REQUEST FOR DRY PERIOD FUNDING FROM STANISLAUS COUNTY
FOR FISCAL YEAR 2026-2027**

WHEREAS; The Board requests the Stanislaus County Board of Supervisors to provide dry period funding; and

WHEREAS; the District does not have sufficient funds in the General Fund to pay its operating expenses from July of each year until December when it receives its First Property Tax and Special Assessment payment.

THEREFORE, BE IT RESOLVED; that the board of Directors of the Stanislaus Consolidated Fire Protection District, hereby authorizes the attached Letter to Stanislaus County Board of Supervisors for Dry Period Funding for 2026-27 Fiscal Year, to be sent to Stanislaus County in a substantially similar form.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the District Board by the following vote:

AYES:	Directors:
NOES:	Directors:
ABSENT:	Directors:
ABSTAIN:	Directors:

Dated: July 8, 2026

Brandon Rivers, Board President

ATTEST: The foregoing is certified to be a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Jessica Sousa, Clerk of the Board (A)

Kyler Rayden, District Counsel



Memorandum of Understanding

Between

Stanislaus Consolidated Fire
Protection District

And

Stanislaus Consolidated Firefighters'
Union Local 3399

July 1, 2026 - June 30, 2029

TABLE OF CONTENTS

PREAMBLE	3
PARTIES TO THE UNDERSTANDING	3
ARTICLE I - RECOGNITION	3
ARTICLE II - RIGHTS OF THE DISTRICT	7
ARTICLE III - WAGES AND OVERTIME	8
ARTICLE IV- BENEFITS AND OTHER GENERAL CONDITIONS	9
ARTICLE V – ANNUAL LEAVE	11
ARTICLE VI – VACATION	13
ARTICLE VII - HOLIDAYS	15
ARTICLE VIII - SICK LEAVE BENEFITS	17
ARTICLE IX - RETIREMENT	20
ARTICLE X – BEREAVEMENT LEAVE	21
ARTICLE XI - RIGHTS OF THE EMPLOYEES	22
ARTICLE XII - EDUCATION REIMBURSEMENT AND INCENTIVE	22
ARTICLE XIII - UNIFORM ALLOWANCE	25
ARTICLE XIV - SENIORITY & LAYOFFS	26
ARTICLE XV - WORK SCHEDULES	27
ARTICLE XVI - GRIEVANCE PROCEDURE	28
ARTICLE XVII - SPECIALTY PAY	32
ARTICLE XVIII - LEAVES OF ABSENCE	34
ARTICLE XIX - STATION BIDDING / SHIFT ASSIGNMENT	37
ARTICLE XX - STAFFING LEVELS	39
ARTICLE XXI - MEDICAL, DENTAL, VISION AND LIFE INSURANCE	39
ARTICLE XXII - STRESS COUNSELING	41
ARTICLE XXIII - DONATION OF ACCRUED LEAVE TIME	41
ARTICLE XXIV - LONG-TERM DISABILITY INSURANCE	41
ARTICLE XXV - CENTRAL VALLEY RETIREE MEDICAL TRUST	42
ARTICLE XXVI- EXPOSURE REPORTING SYSTEM	42
ARTICLE XXVII - MEMORANDUM OF UNDERSTANDING CONCLUSION	43
SIGNATURE PAGE	44
Salary Schedule	45
Sick Leave Affidavit and Physician's Certification	47
Outside Employment Form	48

**STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT
AND
STANISLAUS CONSOLIDATED FIREFIGHTERS' UNION LOCAL 3399**

PREAMBLE

PARTIES TO THE UNDERSTANDING

- A. This Memorandum of Understanding is between the Stanislaus Consolidated Fire Protection District, herein referred to as the "District," and representative non-management union employees of the District represented by the Stanislaus Consolidated Firefighters' Union Local 3399, hereinafter referred to as the "Union."
- B. It is the purpose of this Memorandum to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful resolution of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.
- C. This Memorandum is entered into pursuant to the provisions of "The Meyers-Milias-Brown Act" (Gov. Code Section 3500-35 10) of the State of California, in that the District-Union representatives noted herein did meet and confer in good faith and reached agreement on those matters within the scope of representation pursuant to applicable provisions of the "Act."
- D. All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Memorandum, shall remain in force and unaffected during the term on this Memorandum unless changed by mutual consent.
- E. The Union further agrees that the Employees shall not abuse benefits they now enjoy in this Fire District.

ARTICLE I - RECOGNITION

Section 1-1

The District recognizes the Union as the exclusive bargaining agent for all employees of the District who are in the following classifications:

Firefighter
Fire Engineer
Fire Captain

Section 1-2

Non-Discrimination - The District and Union agree that the provisions of this Memorandum shall apply to all represented employees without discrimination because of an individual's race, military status, religion (creed), color, age, gender, gender expression, national origin, disability or marital status as defined by applicable Federal and State laws and regulations.

Section 1-3

For the purpose of the Memorandum of Understanding, the use of the masculine pronoun or any derivative thereof shall be applied as to include both male and female employees.

Section 1-4

The Union and the District, including their respective officers, agents and representatives, agree not to discriminate by word, deed or act, or to take any reprisals now or in the future of any nature against any employees, or threaten or coerce any employee because said employee is a Union member or is not a Union member, and does or does not engage in Union activities.

Section 1-5

Deduction of Dues

A. The Union shall have the right to payroll deduction of dues and other agreed upon payroll deductions for members of this bargaining unit to the extent permitted by law. Bargaining unit members shall be entitled to have dues deducted by filing an authorization form with the Union. The Union will notify the District of the employee's name and the amount of dues to be withheld.

B. An employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including health care deductions) have priority over Union dues.

C. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues.

D. The District shall make payroll deductions in reliance upon Union's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay Union membership dues. Similarly, the District shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by Union to the extent permitted by law.

E. The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence. The District will deduct and remit to the Union any amounts which were not deducted in accordance with the procedures prescribed herein.

F. Dues withheld by the District shall be transmitted monthly to the Union officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

G. Hold Harmless: The Union shall indemnify, defend, protect and hold harmless the District and its elected and appointed officials, officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, suits, judgements and other forms of liability arising out of the application and enforcement of this Section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the District in reliance on Union's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the Union made in reliance on the information provided by Union. In no event shall the District be required to pay from its own funds Union dues which the employee was obligated to pay but failed to pay regardless of the reasons.

H. Any Union member who notifies the District of their desire to discontinue dues or otherwise withdraw from Union membership shall be referred back to the Union. The District agrees to continue all dues deductions until notified of a deduction change by the Union.

Use of District Facilities

The Association may use District conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within the Agreement.

Employee Communication

This provision applies to all new employees hired into the bargaining unit and is intended to comply with Government Code sections 3555 et seq.

A. The District will provide the Association with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the District from providing the Association with ten (10) calendar days' advance notice. The advance notice will include the number of Association bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the Association President or another contact person designated by the Association.

B. Upon request, the Association will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the Association's role as the bargaining unit's representative, Association membership information, the rights and obligations created by the MOU and District personnel rules, and to answer questions. One (1) Association representative may present information to new employees.

C. Information Requirements –The District will provide the Association with a digital file via email to the email address designated by the Association containing the following information for each employee to the extent the District has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the District (new hires only) unless the employee submits a written request to the District and the Association to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one-hundred-twenty (120) calendar days.

Sectionn 1-6

Terms of Understanding - This Memorandum of Understanding embodies wages, hours, employee benefits and other terms and conditions of employment.

ARTICLE II - RIGHTS OF THE DISTRICT

Section 2-1

The District agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding and that the provisions of this clause shall not be used by the District for the purpose of discriminating against the Union or any of its members.

Section 2-2

Nothing in this Memorandum of Understanding is intended nor shall it be construed as denying or in any manner limiting the right of the District, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to, the right to select and hire, discharge, suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modifications thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operations efficiently and economically.

Section 2-3

The Union recognizes the need for the District to exercise its judgment in managing its operations, and agrees that the District shall have the right to regulate the use of all equipment and other property of the District, establish new, or close down stations, or departments thereof, or expand, reduce, alter or combine any job or department, operation or function, determine number and location of stations and the work to be done, methods or procedures used in performance of work, complement of employees needed or assigned to a particular function, and to maintain discipline among its employees.

Section 2-4

The District and Union representatives will meet and confer at times mutually agreed by the parties for the purpose of discussing changes that impact this Memorandum of Understanding and are being contemplated by the District that may affect the employees.

ARTICLE III - WAGES AND OVERTIME

Section 3-1

COLA

- Year 1: Effective the first full pay period following July 1, 2026, all represented classifications shall receive a five (5%) percent increase to their base rate of pay.
- Year 2: Effective the first full pay period following July 1, 2027, all represented classifications shall receive a five (5%) percent increase to their base rate of pay.
- Year 3: Effective the first full pay period following July 1, 2028, all represented classifications shall receive a five (5%) percent increase to their base rate of pay.

Section 3-2

The District and Union agree to meet and confer regarding the impact of any contract for services of L3399 employees, mergers, consolidations, or formations of JPA's, etc.

Section 3-3

Overtime

- a) For the purposes of calculating overtime, the District has adopted an extended work period as authorized under section 207(k) of the FLSA. Specifically, the District declares a 24-day work period, with an FLSA overtime threshold of 182 hours in the 24-day work period for fire suppression/shift personnel, beginning at 7am on the first day of the work period.
- District fire suppression/shift personnel in this unit who work in excess of 182 hours in the 24-day work period shall be compensated for hours worked above 182 shall be compensated at time and a half the regular rate of pay pursuant to the FLSA.
 - Scheduled overtime hours in a fire suppression/shift employee's regular duty cycle from 183 to 192 per work period shall be reported to CalPERS as compensation earnable as permitted by applicable law.

- b) Any District employees in this unit who are not fire suppression/shift personnel, but rather are assigned to a 7-day, 40-hour week (i.e. "40-hour personnel") shall be compensated at time and a half the regular rate of pay pursuant to the FLSA for hours worked in excess of 40 in the 7-day work period. Such work periods begin each week on Monday at 0800, except in alternative work schedule situations (e.g. a 9/80 schedule.) Should such schedule be adopted or permitted by the District, a specific 7-day work period shall also be adopted for such schedule.
- c) An employee's "regular rate of pay" shall include all forms of remuneration required by the FLSA, including but not limited to incentive pays and cash-in-lieu of health care.
- d) Employees' regular rate of pay shall be calculated using the "salary methodology" as defined in 29 C.F.R. §§ 778.109 and 778.113.
- e) Use of accrued District paid leave (e.g. vacation, sick, CTO, trade time off) will be considered "hours worked" for purposes of determining overtime owed under this Agreement.
- f) Employees shall not work overtime except as specifically assigned by or approved in advance by the District.

ARTICLE IV - BENEFITS AND OTHER GENERAL CONDITIONS

Section 4-1

Employee Medical Examinations - To ensure that employees can perform their duties safely, medical examinations may be required. For entry-level positions, after an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam. Current employees may be required to take medical examinations to determine fitness for duty. Employees shall schedule their annual medical physicals and follow up for a normal day off; thus they are to be compensated with four hours of overtime or the actual time spent if exceeding four hours.

Section 4-2

Medical examinations required for the appropriate California driver's license will be paid by the District if the examination is done by the designated District medical examiner.

Section 4-3

Outside Employment/Self Employment - Employees wishing to hold outside jobs/self-employment must provide prior notification and may if the outside activity does not have an adverse impact on their job performance. Employees will submit an Outside Employment Form (Exhibit E) annually. All employees will be judged by the same continued satisfactory annual job evaluation for their classification, and will be subject to the District's scheduling demands, or emergency recall, regardless of any outside work requirements.

If the District determines whether an employees outside work interferes with performance or ability to meet the requirements of the District which are in effect, the employee will be asked to terminate the outside employment if he/she wishes to remain with the District. The employee shall reserve the right to grieve the decision through the grievance procedure, limited to review by Board of Directors.

Outside employment that constitutes a conflict of interest is prohibited. District employees may not receive any income or material gain from individuals outside the District for materials produced or services rendered while performing their jobs.

Section 4-4

Step Increase Upon Promotion - Any employee who is promoted to a position in a class allocated to a higher salary range than the class of position which he/she currently occupies shall receive the nearest higher salary in the new salary range, which salary shall not be less than five percent more than his/her former salary. Provided, however, that in no case shall the increased salary be more than the top step in the new range. For purposes of further annual increases within the salary range, the probationary period and performance evaluations will be changed to the date when the promotion was effective.

Section 4-5

Out-of-Grade Compensation:

Any employee working as qualified relief shall be paid out-of-grade compensation at the appropriate pay rate of the higher classification (5% minimum). The agreed out-of-class assignment pay will be on an hour-per-hour basis.

The intent of this section is to ensure that employees are compensated when the needs

of the District require a formal out-of-class assignment. It is recognized that the chief officers have sole discretion in selecting employees for any such assignment. When Captains, Engineers and Firefighters are working out-of-grade, they shall meet the criteria as outlined in department policy, Promotional and Acting (Out-of-Grade) Standards. All out-of-grade positions will be distributed as outlined in department policy, Promotional and Acting (Out-of-Grade in a higher class) Standards.

Section 4-6

DMV License Fees - DMV license fees (excluding Class C) required for performance of duties shall be paid or reimbursed by the District. The District will not be liable for late fees not directly attributed to District action/inaction.

Section 4-7

Filling of Temporary Appointments

1. When the District makes a temporary appointment within the ranks of the union, such temporary appointment shall be for a maximum period of 180 calendar days.
2. When the District makes a temporary appointment from the ranks of the union for a position outside of the confines of the union, such temporary appointment shall be for a maximum period of 180 calendar days.
3. Temporary appointments shall be filled with an existing promotional list. In the absence of such a list, the District will post a "Temporary Job Description" for the position and ask any qualified applicants from within the District to apply.
4. The "Temporary Job Description" shall list all pertinent information, e.g., work hours, job assignments, responsibilities, accountabilities, and salary (exempt or nonexempt).

Section 4-8

Promotional Opportunities

1. Promotional testing to the positions of Fire Engineer and Fire Captain will be in-house only, if there are sufficient qualified candidates who apply for the open position(s), the number of vacant positions plus 2 in accordance with District Policy.
2. For promotional testing to the positions of Fire Engineer and Fire Captain that includes external candidates, Internal candidates in good standing after successful completion of all components of the test shall receive an additional 3% credit on test score.
3. The Fire Chief may select any eligible candidate from an existing promotional list.

ARTICLE V - ANNUAL LEAVE

Section 5-1

All vacation and holiday leave for the calendar year will be granted on a proportional share, based on 26 pay periods per year. The annual maximum cap will be 756 hours for 56-hour employees and 600 hours for 40-hour employees. Calculation for the cap will not include annual leave time accrued prior to consolidation March 5th, 1995 (Old Bank).

Section 5-2

Any personnel whose annual leave bank goes over the “cap” shall meet with the Operations Chief or his Battalion Chief and formulate a written plan, signed by both parties, to reduce that employee’s bank below the “cap.” Employees whose annual leave bank is nearing the “cap” will make every effort to stay below the “cap.” Employees who are at or over the cap will still earn annual leave at their appropriate rate, as long as they meet with their Battalion Chief or the Operations Chief to come up with a written plan, signed by both parties, and abide by the plan for the reduction. Employees who are at or over the “cap” and have not met with either the Battalion Chief or Operations Chief to put a plan in place, or are not adhering to the plan, will no longer accrue vacation and holiday time until such time as the hours are brought back under the “cap.”

Section 5-3

All time credited through vacation will be termed “Vacation Leave.” All time credited through holiday accrual will be termed “Holiday Leave.” Both can be used toward voluntary time off. Scheduling of time off will be done by a combination of an advance scheduling process and request procedures per District “Leave Approval Timeline & Cancellation Policy.” After annual leave is selected in December, approval of other annual leave time off is at the discretion of the Fire Chief or designee pending maintenance of service levels and activity potential. Excluding staff assignments and Duty Chief, a maximum of three personnel will be allowed off on annual leave on any given day. Leave shall not be unreasonably denied. The District shall not cancel a pre-approved vacation for the purposes of avoiding overtime. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed balance and is unable to take vacation leave, the District may approve a waiver of maximum allowed unused balance, per Section 5-2.

Section 5-4

In the event that available annual leave is not used by the end of the benefit year, employees may carry over unused time forward to the next benefit year. Calculations of an employee's accrual will be done per pay period by administrative personnel. However, it will be the responsibility of each employee to track and manage their annual leave to prevent cessation of accrual.

Section 5-5

The minimum charge against accumulated Vacation or Holiday leave shall be twelve (12) hours or multiples thereof starting at 0700 or 1900. Vacation leave shall be compensated at the employee's base rate of pay.

Section 5-6

Upon termination of employment, employees will be paid for unused annual leave that has been earned through the last day of work, at their regular hourly base rate of pay.

ARTICLE VI - VACATION

Section 6-1

Vacation time off with pay is available to eligible employees. Employees in the following employment classifications are eligible to earn and use vacation time described in this MOU. Once accrued, like holiday time, accrued time becomes annual leave and is taken according to policy. Personnel shall make the annual leave selections in December on a shift seniority/department basis.

40-hour employees - those that work 40-hour work week
56-hour employees - those that work 56-hour workweek

Vacation time and Holiday time are accrued on different schedules.

Section 6-2

Vacation Earning Schedule

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule. Rates of accrual are shown for both 40-hour personnel and 56-hour personnel.

YEARS OF SERVICE	40-HOUR PERSONNEL			56-HOUR PERSONNEL		
	Days	Hours	Rate	Shifts	Hours	Rate
0 to 5 years	10.3	103	3.96	6	144	5.54
6 to 10 years	13.7	137	5.27	8	192	7.39
11 to 15 years	17.2	172	6.62	10	240	9.23
16 to 20 years	22.3	223	8.58	13	312	12.00
21 and above	24.0	240	9.23	14	336	12.92

Section 6-3

Leave Cash-out, see Section 7-2

VACATION RATE ACCRUALS

Year of Hire				
1-5 Accrual Rate	6-10 Accrual Rate	11-15 Accrual Rate	16-20 Accrual Rate	21+ Accrual Rate
2000	2005	2010	2015	2020
2001	2006	2011	2016	2021
2002	2007	2012	2017	2022
2003	2008	2013	2018	2023
2004	2009	2014	2019	2024
2005	2010	2015	2020	2025
2006	2011	2016	2021	2026
2007	2012	2017	2022	2027
2008	2013	2018	2023	2028
2009	2014	2019	2024	2029
2010	2015	2020	2025	2030
2011	2016	2021	2026	2031
2012	2017	2022	2027	2032

2013	2018	2023	2028	2033
2014	2019	2024	2029	2034
2015	2020	2025	2030	2035
2016	2021	2026	2031	2036
2017	2022	2027	2032	2037
2018	2023	2028	2033	2038
2019	2024	2029	2034	2039
2020	2025	2030	2035	2040
2021	2026	2031	2036	2041
2022	2027	2032	2037	2042
2023	2028	2033	2038	2043
2024	2029	2034	2039	2044
2025	2030	2035	2040	2045
2026	2031	2036	2041	2046
2027	2032	2037	2042	2047
2028	2033	2038	2043	2048
2029	2034	2039	2044	2049
2030	2035	2040	2045	2050

ARTICLE VII - HOLIDAYS

Section 7-1

The District will recognize the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)

Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

Each holiday will be accrued at the rate of 24 hours per holiday or 240 hours annually for 56-hour personnel, and 17.14 hours or 171.4 hours annually for 40-hour personnel. Accrual rates will be 9.23 hours for 56-hour personnel and 6.59 hours for 40-hour personnel per pay period.

** All 40-hour employees shall continue to accrue holiday hours for the purposes of taking the District recognized holidays off. These hours will not be usable for cash out purposes during a temporary assignment.

Any existing hours in any temporarily assigned employees banks as of 1/1/14, or at the time of their appointment to a 40hr position, shall be frozen in a separate bank, for use at the employees' discretion.

Section 7-2

The employee has the option to cash out up to 231 hours for 40-hour personnel or 324 hours for 56-hour personnel of vacation or holiday time per fiscal year, paid at straight time. Maximum amount of holiday time to be reported to CalPERS annually remains 240 hours for 56-hour personnel. Cash out may occur anytime throughout the year with two pay periods notice. A minimum of 48 hours must be cashed out for each occurrence. Employees must have sufficient time in their "bank" to offset the hours requested, negative "bank" balances will not be allowed. If the district payroll system is changed at any time during this agreement both parties agree to meet and confer regarding possible changes to this section.

Noted: CalPERS rules follow the California Code of Regulations Criteria 571 (a) and (b). Cash out reported for retirement calculations fall under special compensation. Subsection "b" specifies the standards that all special compensation must meet.

Special compensation items must meet the definitions listed in 571 (a) as well as the criteria listed in 571 (b) to be reported to CalPERS.

Section 7-3

Holiday Hour Opt-Out Option

Permanently assigned 40-hour employees shall have an option to NOT earn holiday hours. If they choose this opt-out option, they shall be entitled to a 8.2% increase in their base pay. Employees will not have the option to switch back and forth between the opt-out option after selection. Any of the District recognized holidays listed in section 7-1 above, would require the employee to either, (a) work as normal (b) use any accrued leave bank.

ARTICLE VIII - SICK LEAVE BENEFITS

Section 8-1

The District provides paid sick leave benefits to all eligible employees for periods of temporary absence due to non-occupational illnesses or injuries and may be used to attend personal medical or dental appointments or to be present during childbirth, surgeries, critical illness or injury involving members of the immediate family. All employees will be allowed to use 144 hours of sick leave for bonding per child.

Section 8-2

For existing employees, hired before April 1, 2020, 56-hour employees will accrue sick leave benefits at the rate of 18 hours per month, 40-hour employees will accrue at the rate of 12 hours per month. Accrual rates will be 8.31 per pay period for 56-hour personnel and 5.53 per pay period for 40-hour. All employees' use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

For new employees, hired after April 1, 2020, shall accrue sick leave as follows. 56-hour employees will accrue sick leave benefits at the rate of 11.2 hours per month, 40-hour employees will accrue at the rate of 8 hours per month. Accrual rates will be 5.17 per pay period for 56-hour personnel and 3.69 per pay period for 40-hour. All employees' use of sick leave will be charged at the rate of 100 percent of actual time taken. Unused sick leave benefits will be allowed to accumulate.

Existing employees	New hires
(Hired before 4/1/2020)	(Hired after 4/1/2020)
56 Hour.....18 hour	56 Hour11.2 Hours per month

40 Hour.....12 hour

40 Hour.....8 Hours per month

Section 8-3

Paid sick leave can be used in minimum increments of an hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household, providing the sickness or injury falls within the eligibility guidelines for Health Medical Insurance.

Section 8-4

Employees who are unable to report to work due to illness or injury must notify the Duty Chief at least one hour prior to the start of the employees scheduled tour of duty, by phone call or text. It is the responsibility of the employee to keep the Duty Chief informed as to a continued absence beyond the first day during a prolonged illness. The employee must notify the Duty Chief if it is the employee or an eligible family member that is ill or injured, per Section 8-3. The employee does not have to disclose the nature of the illness or injury.

Section 8-5

Sick leave hours are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence.

Upon departure from employment in good standing with the District (not resulting from retirement, death, the creation of a joint powers authority in which the District is a member, or the merger or consolidation of the District, etc.), 25% of unused sick leave shall be cashed out to the employee. Remaining unused sick leave shall be forfeited.

In the event the District enters into a joint powers agreement, merger, consolidation, etc. with another agency(cies) and, as a result, an employee is no longer employed by the District, the District and the Union agree to meet and confer for the purpose of addressing how then existing unused sick leave accruals (banks) shall be allocated.

Upon retirement from District service or death while in District service, the employee's unused sick leave accrual shall be converted to additional CalPERS service credit. If the conversion of an employee's unused sick leave to service credit would result in service credit in excess of the 90% ceiling for local safety members, only the amount of unused sick leave needed to reach the applicable ceiling will be certified to CalPERS. For employees hired on or before July 1, 2017, the remaining unused sick leave will be cashed out to the employee in amount not to exceed 25% of the value (calculated at the employee's hourly rate at the time of the cash-out). The percentage in the preceding

sentence will be reduced to 20% for employees hired after July 1, 2017, and will be reduced to zero for employees hired on or after April 1, 2020.

See Article IX - Retirement Benefits for further details.

Section 8-6

If an employee is ordered by a doctor to be off work, the employee shall obtain a written order from the doctor stating:

1. The date the medical leave is to start
2. The reason for the medical leave
3. The date the employee can return to work, or date of next scheduled visit

It shall be the employee's responsibility to ensure that the written medical leave form be delivered to Headquarters Station so that it, or a copy of it, is placed in their personnel file. This must be done prior to the beginning of the next scheduled work shift. 56-hour personnel must also immediately notify the Duty Chief so that adjustments to station staffing can be accomplished if needed.

Section 8-7

When the absence exceeds 40 hours for 40-hour personnel or 96 scheduled hours or more for 56-hour personnel, the employee shall provide a completed Sick Leave Affidavit and Physician's Certification Form (Exhibit D) to the Duty Chief, with the physician indicating satisfactory proof of illness or injury. Certification of illness or injury will be required upon return to duty. Failure to provide satisfactory certification of illness or injury in a timely manner will result in termination of said benefits for the time off.

An employee must submit a Sick Leave Affidavit and Physician's Certification Form, Exhibit D "Government," whenever sick leave surpasses 206 hours for 40-hour or 288 hours for 56-hour employees in a fiscal year. The Duty Chief or the Operations Chief may waive the requirement to have a physician sign the form based on the circumstances surrounding the need for the sick leave use.

This waiver must be approved by the Duty Chief or Operations Chief when calling in requesting sick leave use. The Sick Leave Affidavit and Physician's Certification will be required upon return to duty. Failure to provide the Sick Leave Affidavit and Physician's Certification Form in a timely manner will result in termination of said benefits for the time off.

Management has the right to require certification of illness or injury at any time from employees participating in a personnel improvement plan regarding attendance, or if a pattern of misuse is demonstrated.

Management will also take into consideration long-term illnesses or injuries affecting Sick Leave Affidavit and Physician's Certification Form requirements. The Duty Chief or the Operations Chief may waive the requirement to have a physician sign the form, based on the circumstances surrounding the need for the sick leave use and the long-term illness or injury. This waiver must be approved when calling in requesting sick leave use.

All expenses regarding the Sick Leave Affidavit and Physician's Certification will be the employee's responsibility.

Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying benefits will be denied benefits received as a result of the false information and will be subject to disciplinary action up to and including termination.

ARTICLE IX - RETIREMENT

Section 9-1

The District has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for District employees. The District has amended its contract with CalPERS to reflect the provision of the 3% @ 50 retirement program. These benefits shall remain unchanged for all employees hired prior to January 1, 2013. Employees who are classified by CalPERS as Classic employees shall pay a member contribution of 12%.

Employees hired on or after January 1, 2013, who are deemed "new members" by CalPERS are subject to the Public Employees' Pension Reform Act of 2013 (PEPRA), including the 2.7% at 57 retirement formula and a mandatory employee contribution equal to 50% of normal costs as determined by CalPERS on an annual basis. However, employees hired on or after January 1, 2013, who are deemed classic members by CalPERS are subject to the same retirement benefits available to employees hired prior to January 1, 2013.

Other amendments in the District's CalPERS contract include the fourth level of 1959 survivor benefits pursuant to Government Code Section 21574, and the one-year final

compensation period pursuant to Government Code Section 20042. However, employees deemed “new members” by CalPERS are subject to a three-year final compensation period pursuant to Government Code Section 7522.32.

The District has also amended its CalPERS contract to add provisions pursuant to Government Code Section 20965, which provides for the conversion of unused sick leave to additional service credit, at no additional cost to employees. Under the District’s CalPERS contract, 8 hours of unused sick leave equals one workday and 2000 hours equals 1 year of service credit.

An employee may also elect to purchase up to four years of service credit for any active military or merchant marine service performed prior to employment with the District as outlined in Government Code Section 21024. Employees may be eligible for other opportunities to purchase service credit through CalPERS associated with prior service. Interested employees should contact CalPERS for more information.

ARTICLE X - BEREAVEMENT LEAVE

Section 10-1

If an employee wishes to take time off due to the death of an immediate family member, the employee must notify his or her supervisor immediately.

Up to three consecutive shifts or 72 hours per event for 56-hour personnel and five days or 40 hours per event for 40-hour personnel of paid bereavement leave will be provided to eligible regular full-time employees, excepting workers compensation leave.

An employee may, with the Fire Chief or designee’s approval, have bereavement leave extended as necessary with appropriate use of accrued leave time.

Section 10-2

The District defines an immediate family member as the employee’s spouse, domestic partner (as registered with the State), parent/guardian, child, sibling, grandparents or grandchildren. The relationships noted shall include in-laws and step relations. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

The above provision will be implemented consistent with the AB 1949 and FEHA as amended.

ARTICLE XI - RIGHTS OF THE EMPLOYEES

Section 11-1

The District and the Union agree that nothing in this Memorandum of Understanding is intended to deny the Union or its represented members of any applicable rights or privileges granted under Federal, State, County, District or Local law.

ARTICLE XII - EDUCATION REIMBURSEMENT

Section 12-1

This section shall apply to all Associates, Bachelors and Masters accredited classes obtained through regionally accredited or FESHE approved programs. The District shall reimburse each full-time employee an amount not to exceed \$1,000.00 per fiscal year for reimbursement of the costs of books, tuition and "related fees." "Related fees" are defined as providing the maximum reimbursement based on the previous calendar years approved federal rates for lodging, meal allowance, and incidental expenses per the United States General Services Administration (GSA). "Related Fees" are applicable when the distance is greater than 50 miles from your place of residence.

There total of all annual reimbursements from the District shall fully fund all employees covered under this bargaining unit. To be eligible, the employee must have prior approval from the Fire Chief or designee that the major is job-related and/or will result in a benefit to the employee and to the District. Reimbursement will not exceed the actual amount paid by the employee and will be processed only if the employee provides proof of maintaining a "C" grade or a 2.0 or better grade point average. Reimbursement will be accomplished within 30 days of proof of successful completion. A canceled check, invoice or itemized receipt will be necessary to file the claim.

The following procedure shall be followed annually:

May 1, District Staff will send out a Memo to all employees reminding them that all education reimbursement requests must be submitted to the Administrative Office by May 30.

May 30, District Staff will provide a detailed educational account print-out to the Union indicating all expenditures within the current fiscal year. Once the amount is determined,

District Staff will evaluate additional educational reimbursements for all union personnel not to exceed the amount needed to fully fund all employees covered under this bargaining unit. Reimbursement will not exceed the actual amount paid by each employee and must meet the criteria set forth in paragraph 1 of 12-1.

Step 1: May 1 – District staff sends out reminder memo

Step 2: May 30 – All Educational Reimbursement requests must be received and a detailed print-out of the Education account shall be submitted to the Union.

Step 3: June 30 – Approved reimbursement to eligible employees meeting the above criteria with available funds up to the annual budgeted amount needed to fully fund all employees covered under this bargaining unit will be disbursed. District Policy/Procedure will be developed detailing utilization of the educational funds.

Additional annual District education reimbursement of up to \$1,000.00 available with approval of Fire Chief subject to availability of funds. Education reimbursement shall not exceed a total of \$2,000.00 per employee per year.

Section 12-2

This section shall apply to all types of specialty classes. The District agrees to utilize the approved career ladder, as a minimum, to identify classes that will be considered for reimbursement. To be eligible, the employee must have prior approval of the Fire Chief and provide proof of completion of the course with a "C" grade or better.

Section 12-3

The parties agree that off duty voluntary attendance at non-required training courses, for the purpose of individual career advancement shall not be counted as work time, even though the District may pay for all or part of such training. The employee is responsible to find the necessary time off to attend the approved classes. The employee may use any available annual leave or trade time as approved, per District policy.

Section 12-4

Educational Incentive Pay:

The District and the L3399 agree to the following educational incentive program.

Upon completion of a regionally-accredited/FESHE college's AA/AS or BA/BS degrees program, the district will increase salary according to the following:

- Associates Degree: \$225 per month or;
- Bachelors' Degree: \$450 per Month

To Receive the Educational incentive, you must provide a copy of your unofficial transcript and a copy of your diploma for certification. A confirmation email will be sent to the employee confirming the date of when the incentive pay will become effective. All educational incentive pay will be effective upon the confirmation email sent to the employee. There will be NO retroactive pay.

Any dispute arising from the accreditation determination will be decided between a panel consisting of one member from management, a representative from L3399 and a representative of the Board of Directors.

Paramedic education incentives are accumulative and will be added to the Bachelors or Associates degree incentive.

All educational incentives to be paid as part of the normal bi-weekly payroll process, and shall be considered PERSable income for retirement purposes as permitted by law.

Section 12-5

Bilingual Incentive:

The District and the L3399 agree to the following Bilingual Incentive program. Employees agree to the following, and in return they shall be entitled to a \$75 monthly stipend. Certification that the employee possesses a needed language to meet district needs.

- A. The certification of employee's abilities shall be approved by the District.
- B. Agreed languages are Spanish, Portuguese. Additional languages can be added as district needs arise.
- C. Those employees receiving this incentive agree to be available, at a minimum by phone, for translation purposes. Those calls will be compensated on an hour for hour basis with a one hour minimum. Every attempt will be made to contact those members who qualify for this incentive who are on duty first.

All bilingual incentives to be paid as part of the normal bi-weekly payroll process and shall be considered PERSable income for retirement purposes as permitted by law.

ARTICLE XIII - UNIFORM ALLOWANCE

Section 13-1

Uniform allowance will be disbursed as a bi-weekly allowance of \$38.46 paid per pay period and received each pay day. There shall be no change in the number, style, and color of uniforms without agreement by the Union.

The purpose of this allowance is to fund the purchase and maintenance of those items required to maintain compliance with the District's uniform policy.

All new hires will be allocated \$500.00 for the purpose of purchasing required uniforms and appropriate accessories on their first paycheck. Beginning with their second paycheck, they will start receiving the \$38.46 stipend.

Due to changes created by PEPRA Uniform allowance will only be considered compensable for retirement for classic employees. and appropriate deductions for retirement shall occur.

Section 13-2

The District will replace any piece of District-provided Personal Protective Equipment when damaged during employment. Employees may utilize any monies received for damaged equipment, to pay any differences towards an upgrade.

Section 13-3

The items required to maintain compliance with the District's uniform policy may be changed during the duration of this MOU with approval from management and the union.

The District will provide the following items, once only, at no cost to each member covered under this agreement.

Class A jackets new style long and pants (all line personnel)

All colors and models to be referred with the Current Uniform Policy.

ARTICLE XIV - SENIORITY & LAYOFFS

Section 14-1

Employees' seniority will be based on the amount of total continuous service with the District in a full-time position. Those employees employed at the time of consolidation are credited with seniority from the agency at the time of consolidation. In an affected seniority progression line, that employee with the least total continuous service shall be the first separated.

Written Notice - Written notice of layoffs shall be served on affected employees in person or by certified letter mailed to the last address on file with the District Administration. Notice will be served or mailed at least 21 calendar days prior to the effective date of the separation. Notice shall be deemed served when given in person or upon return of a delivery receipt or receipt showing attempted delivery.

Section 14-2

For a period of one year from the effective date of layoff, no regular position in the affected classification in the department involved should be filled without first providing employees possessing rights to re-employment with an opportunity to be rehired. Re-employment lists shall be in inverse order of lay-offs with the most senior employee from amongst those laid-off rehired first. Such re-employment would be at the same salary step, or the salary range assigned such classification and with the same seniority as the employee had earned at the time of lay-off. Benefits paid out at the time of separation such as vacation or sick leave may be bought back at the employee's expense. Written notice of the re-employment opportunity shall be sent by certified mail to the last known address of the former employee. The former employee shall have 14 calendar days to respond to the notice. This time period will commence upon the District's notification of receipt of certified or registered mail notification.

Section 14-3

Whenever in the judgment of the Board of Directors, it becomes necessary in the interest of the economy or the necessity for a position to no longer exist, the Board of Directors may abolish a position or classification, and if necessary, reduce personnel by laying off employees without the filing of disciplinary charges and without granting the

employee(s) the right of appeal except as accorded in these provisions.

In reducing the number of employees, the order of separation shall be based on seniority as herein specified. Seniority will be based on the current seniority list.

Section 14-4

Employees in the same classification shall be separated by seniority with the least senior employee being laid off first. There will not be any ties in seniority. If more than one person is hired at the same time, then final overall ranking will be used to determine seniority. The following are the different types of appointments, and the layoff of personnel shall be in this order.

1. Probationary
2. Regular Full-Time

Section 14-5

Seniority will be based on the current seniority list. The District will meet and confer with the Union over the impact of a reduction in force.

ARTICLE XV - WORK SCHEDULES

Section 15-1

The normal work schedule for all 56-hour personnel employees is an average of 56 hours per week, working a 24-day work period. All scheduled time is to be considered as time worked.

Section 15-2

40-hour personnel will normally begin at 0800 hours each day and conclude the workday at 1700 hours with a one-hour lunch. 40-hour personnel flex time employees will begin the workday at 0700 hours each day and conclude the workday at 1800 hours with a one-hour lunch. Flex time schedule will be implemented at the option of the Fire Chief or designee.

Section 15-3

56-hour personnel will work a 2 on and 4 off schedule. The schedule will consist of working two consecutive 24-hour shifts and then being off duty four consecutive 24-hour shifts.

This will be known as the 48/96 work schedule. The two consecutive 24-hour shifts will be known as a tour.

Section 15-4

56-hour personnel will begin their shift at 0700 hours and conclude their shift 24 hours later at 0700 hours. Lunch will begin at 1130 hours and end at 1300 hours. When 56-hour personnel work a full tour, they must be up, dressed and ready to perform their duties at 0800 hours at the start of their second shift. In the event that personnel are unable to sleep due to required performances of duties between 2200 to 0700 of the first shift of their tour, that employee may recover lost sleep by sleeping in that morning. This will be on an hour-for hour basis, for example: personnel go out on a car fire at 2300 hours and are up for one hour and then they go out at 0400 hours for a grass fire and are up for two hours. 56-hour personnel may recover the three hours they lost by sleeping in until 1000. Personnel must be up and ready to perform their duties at the conclusion of any lost sleep time.

Section 15-5

When operating requirements or other needs cannot be met during regular working hours, employees may be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the Fire Chief or designee's prior authorization. Overtime assignments will be distributed as outlined in the Out-of-Class Assignment and Filling of Overtime Positions policies. The Union is designated to administer the filling of overtime for those positions they represent.

Section 15-6

Emergency call back shall be for a minimum of three hours worked. Employees will be expected to work full-time.

Section 15-7

Training Officer Overtime. It is agreed that the 40-hour Training Officer (T.O.), will not be able to work overtime on an engine unless it comes to a mandate and it's the T.O.'s day off. The T.O. must be cleared up to work at the station of the mandate. The T.O. will not be mandated to work as an engine company captain.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 16-1

It is the intent and purpose of this article to provide for the presentation and adjustment of the employee grievances. The district and the union agree that employees in the bargaining unit shall have the right to use the following procedures to grieve matters involving the interpretation and application of specific provisions of this Memorandum of Understanding, or policy. At any step in this process, at the request of the employee, a union representative shall be present. It is the intent of the district that union representation shall be provided expeditiously on the workday it is requested, when operational needs permit.

Step 1

When an employee has a grievance, they shall contact their immediate supervisor in an attempt to resolve the grievance through discussion with their immediate supervisor. If grievance is not resolved within fifteen (15) calendar days or the employee is not satisfied with discussion and or decision of the immediate supervisor, the employee may proceed to step 2 of grievance procedure. Grievances settled in the first step must not be of a precedent-setting nature, nor establish a precedent on any subject matter which may be binding on either party.

Step 2

If the grievance is not settled at step one, the grievant must submit their grievance in writing to the Fire Chief within fifteen (15) calendar days from when the employee knew about the grievance or reasonably should have known. The Fire Chief shall respond in writing within fifteen (15) calendar days. If the Fire Chief fails to respond within the time frame, the grievant has the right to move to the next step.

Within the time frame above the grievant may present the grievance to the Executive Board of the Association to determine if the Executive Board will support the cause.

Step 3

If no agreement can be reached on Step 2, the grievance may be submitted to the Board of Directors Grievance Committee. The committee shall be comprised of a minimum of two Stanislaus Consolidated Fire Protection District Board Members. The grievant has a maximum of fifteen (15) calendar days from receipt of the response from the Fire Chief to submit the grievance in writing to the Grievance Committee. The Grievance

Committee shall render a decision thereon in writing within fifteen (15) calendar days of the receipt of the written grievance.

Step 4

If no agreement can be reached in Step 3, the grievance may be submitted to an Adjustment Board. The Adjustment Board shall be comprised of one (1) union representative, one (1) management representative and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send a list of at least five (5) qualified arbitrators. The Union and the District will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list, and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

It shall be understood in disputes involving interpretation of the MOU, that the Grievance Committee will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. The decision of the Grievance Committee shall be final and binding on all parties.

Section 16-2

Any of the time requirements in the above Steps 2 through 4 may, upon request of either party, be extended by mutual agreement.

Section 16-3

Any grievance must be filed promptly but in no event later than fifteen (15) calendar days after the occurrence, or primary knowledge of, the event grieved, or it shall be deemed to have been waived by the aggrieved party.

Vacation periods, authorized leaves of absence, holidays, FMLA and/or sickness will be excluded from the time limits as set forth

It is understood and agreed that in the event of failure on the part of the District to answer any grievance within the prescribed period of time set forth above, the Union shall have the right to appeal to the next step without a decision unless the time requirement has been extended by mutual agreement.

Section 16-4

It is recognized that the nature of the grievance may be such that its initiation at a step above Step 1 is appropriate. In such cases, the District and the Union may agree to grievance initiation at a higher step of this grievance procedure.

Section 16-5

For purposes of communication regarding Steps 2 through 5 of the grievance procedure, both parties/sides involved with the grievance will openly communicate the best methods for delivering and responding to the grievance. Every effort will be made to ensure the other party knows when a response has been sent, however; it is not the sender's responsibility to see that the response has been read within the time frame permitted. Failure to open, or read a response, does not extend the response period. Hand delivered, electronic mail, and/or USPS mail are accepted methods of delivery. Every effort should be made to ensure both sides understand the timeline(s) involved.

Section 16-6

Notification: A grievance shall be submitted in writing (following step one) and shall include, at a minimum:

1. Nature of the grievance
2. Date when the incident occurred.
3. Description of the incident
4. Rules or policy violated, and
5. Specific remedy sought by the employee(s).

Section 16-7

In the event that a grievance involves, or directly affects, an individual normally included in the response process of any of the steps, that individual

shall recuse themselves from the process and yield to either their counterpart (i.e., Battalion Chief to Battalion Chief), or to their supervisor (i.e., Fire Chief to Board of Directors Grievance Committee).

ARTICLE XVII - SPECIALTY PAY

Section 17-1

HAZARD PREMIUM -Specialty Teams Program

The District and the Union agree that those members who volunteer and have demonstrated proficiency for qualification and obtain the necessary certification/continuing education are eligible for consideration of appointment to the District approved Specialty Team(s) Members who have volunteered may be selected for the team and upon providing verification of the required training for compensation. Those employees who continue to renew their training and remain active members assigned to their respective team(s) shall be paid as part of the normal bi-weekly payroll process, and shall be considered PERSable income for retirement purposes as permitted by law. Team members shall be responsible for meeting all training hour requirements.

Stipends are as follows:

- First Team: \$1,050 Annual Stipend (\$50 of which covers notification reimbursement)
- Second Team: \$500 additional

The District recognizes the following Teams:

- Haz-Mat
- Swiftwater
- In exchange for annual stipend above, all team members would be required to receive messages as part of the team. Members who are trained and certified as a result of District funded/supported training will have a mandatory commitment of three years.
- The Haz-Mat team shall have a minimum staffing level of one team member per shift. The Swiftwater team shall have a Minimum staffing level of 2 team members on duty at St. 24 & St. 26 per shift. Shift assignments shall occur at the regular bid cycle in accordance with section 19-1 of this MOU.

The current teams Maximums are as follows:

Haz-Mat: 3* Team Members
Swiftwater: 21* Team Members

- * Team members in excess of this number shall be grandfathered in until the number of team members drops below the cap.

Section 17-2

Paramedic Program

The District and L3399 agree to the following paramedic incentive program for all Ranks.

Twelve percent (12%) above the current salary structures for Firefighter, Engineer and Captain.

The paramedic program will have a maximum of 21 paramedics in the program at any given time.

Employees that possess National Registry Paramedic Certification and currently receive \$225 per month as of Board approval of this MOU and maintain this certification will continue to receive this compensation for duration of their employment with District.

New paramedics must meet the following minimum requirements:

- Licensed by the state of California and accredited in Stanislaus County.
- Maintain all required Certifications (ACLS, PALS, PHTLS/ITLS)
- Must have completed the Districts fire academy and have been assigned to a shift.

Employees who are currently licensed as paramedics and meet the above requirements will remain in the paramedic program. Employees who wish to voluntarily remove themselves from the paramedic program will provide a one-year intent to exit the program or finish out bid cycle unless there is another person to fill the void, whichever is greater.

The District will pay for all licenses, certification and accreditation fees that are required to maintain paramedic licensing and accreditation.

The District will provide opportunities for paramedics to obtain their CEU's both on and off duty. Off-duty CEU training must be approved by the District in advance and cannot be substituted for training that is offered on duty. Paramedics will be compensated at an overtime rate for attending trainings that are not part of their normal work schedule.

It is the responsibility of the employee to maintain all required licenses and accreditations.

All paramedics in the program must be evenly spread amongst the 3 shifts.
Paramedics are not permitted to bid on the same station until all stations have a minimum of 1 paramedic at any rank. All bids are by seniority.

Paramedics may be mandated for overtime to maintain staffing of one paramedic company per shift. A separate paramedic mandate list will be created and filled regardless of rank into the lowest position possible.

Prior to pursuing a transportation or community paramedic program, the District agrees to meet and confer with Local 3399.

Section 17-3

Training Officer

This position is a flexible 40-hour work schedule. 5% pay incentive to current salary.

Section 17-4

Additional Rescue Program(s)

The District agrees that, should these additional program(s) become fully operational during the term of this agreement, the contract would be reopened to discuss all related specialty pay.

ARTICLE XVIII - LEAVES OF ABSENCE

Section 18-1

Family Care Leave (FMLA)

The District shall comply with both State and Federal laws providing for employee leaves for family and medical care as regulated by the State of California Fair Employment and Housing Commission and the Federal Department of Labor.

Section 18-2

When and if the District reaches fifty (50) employees, family leave will provide that after completion of one full year of service (and having worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave

of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

1. The birth, adoption or foster placement of a child;
2. The employee's own serious health condition; or
3. The serious health condition of the employee's child, parent or spouse

After a continuous absence of thirty (30) calendar days for any covered event described herein, the employee shall be placed on family leave. While on family leave, an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent or spouse. While on family leave, the District shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on active status unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave. All Federal laws and guidelines must be followed regarding FMLA Leave.

Section 18-3

Pregnancy Disability Leave

A pregnant employee shall furnish her supervisor no later than the fourth month of pregnancy, a statement by the attending physician which indicates the estimated time of delivery. A pregnant employee is entitled to take a pregnancy disability leave for the portion of the pregnancy and the time following delivery during which the doctor determines she is disabled (not to exceed four months). Prior to that time, the employee shall complete the necessary documents.

Section 18-4

Such an employee may elect to take accrued vacation, compensating time, sick leave or leave without pay during the period of disability. Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken.

Section 18-5

Personal Leave

Eligible employees may request personal leave only after having completed the new hire probationary period. As soon as eligible employees become aware of the need for a personal leave of absence, they must request a leave from the Fire Chief or designee.

Personal Leave is unpaid leave.

Section 18-6

Personal leave may be granted for a period of up to 14 calendar days annually. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than seven calendar days.

Section 18-7

Requests for personal leave will be subject to the Chief's discretion and be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Section 18-8

Personal leaves will be subject to the terms, conditions, and limitations of the applicable plans. The District will continue to provide health insurance benefits for the full period of the approved personal leave.

Vacation, sick leave, and holiday benefits will not continue to accrue during the approved personal leave period.

Section 18-9

If an employee fails to report to work promptly at the expiration of the approved leave period, the District will assume the employee has resigned

Section 18-10

Military Leave

Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority continued as if the person has remained on the District payroll. The employee shall be reinstated from the military leave of absence at the same salary range that he/she would have been eligible to receive had he/she been on the job. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 39 et seq. Military leaves of absence shall not be granted without the approved military orders identifying the deployment/assignment request.

ARTICLE XIX - STATION BIDDING /SHIFT ASSIGNMENT

Section 19-1

This bid process will be administered by the Union and governed by the guidelines of this agreement between the Union and Management.

Management shall retain its right to approve or deny any bid request taking into consideration the customer service and operational needs of the district. If said person is denied a bid request, management shall document in writing the reason(s) for the denial to said employee. No employee shall be unreasonably denied his/her request for shift or station bid.

Employees within the classification of Captain, Engineer and Firefighter shall be allowed to bid for *station and shift* assignments every two (2) years.

The bid shall take place the first week of November to coincide with the need to begin Annual Leave picks for the upcoming year soon after.

The bid process shall be administered in successive order of seniority (date of hire). This is only to include full time employment with this District.

The "rank order" of the bid process shall be Captain, Engineer, and Firefighter

The administrator will be the Union President or his/her designee.

The administrator will be the person in charge of administering the bid.

Bi-annual Bid Process:

The bid process will begin promptly at 0900 hours on a pre-designated day at Station 22; the first week of November.

Each person shall have up to ten (10) minutes to respond to the pre-designated means of contact. At such time, you must make a choice, or you will be skipped.

All persons shall be notified of their turn to bid by the means designated on their primary contact as identified in Telestaff , unless otherwise specified prior to the bid process beginning. Multiple means of contact can be submitted to the facilitator only

Anyone that is unable to be contacted the day of the bid by any means will bear the responsibility to provide the facilitator a list of shift and station picks in order of preference prior to the beginning of the bid.

If the facilitator cannot reach the person whose turn it is, within the ten (10) minute time frame, he/she will be skipped and will pick whenever they call in, but after the person you currently are attempting to contact.

Anyone out on a long-term comp. injury or long-term disability will not be allowed to bid unless a *definitive* date of return is known and falls within this two (2) year bid. When said person returns to duty, he/she shall assume the last bid position from the previous bid for the remainder of the current bid.

All bid selections are final.

Mid-bid Vacancy Process:

If a vacancy occurs during the two (2) year bid, the vacancy will be announced and posted for a period of 6 days, ending at 1700 hrs. on the 6th day. The person who signed up and is highest on the seniority list will get the first chance, and so on. The decision to move shall be made at time the person is contacted. With each move, it may create a new opening that would then need to be posted in the same manner.

It is agreed that if you accept a new bid position on another shift, you will forfeit any annual leave picks that conflict with the maximum amount of personnel already scheduled to be off on your new shift.

You shall be limited to only one (1) Mid-bid vacancy move between shifts, per bid cycle. Movement from different stations within your shift will be unlimited.

Persons that are promoted or demoted during the bid, will assume the last vacant position for the remainder of the current bid. These individuals will not forfeit their annual leave picks that were already approved by management.

All bid selections are final.

ARTICLE XX - STAFFING LEVELS

Section 20-1

Minimum Staffing –

There will be a minimum staffing level of 3 personnel at stations: 21, 22, 23, 24, 26. The District and the union understand that this does not negate management's right of developing staffing levels, but in fact reinforces the commitment to staff the stations in a safe manner.

Section 20-2

Station Coverage During Union Meetings - The District shall allow the union president or representative to move their engine to the station holding the meeting. Their station will be covered by an on-duty crew. The president or representative shall make prior notification to the Duty Chief, and the Duty Chief shall make the necessary arrangements of moving personnel, engines or providing coverage. The Duty Chief can make a determination that emergency situations or operational needs override the ability to provide coverage.

ARTICLE XXI - MEDICAL, DENTAL, VISION AND LIFE INSURANCE

Section 21-1

Medical, Dental, Vision

The District agrees to continue providing medical, dental and vision care coverage at no cost for employees and their eligible dependents. A cafeteria plan will be offered for enhanced medical/dental/vision options. District agrees to meet & confer prior to any benefit change, as well as to continuously work to find increased/differing levels of coverage.

Upon retirement, retirees will be eligible to participate in Medical, Dental and Vision plans sponsored by the District, provided that the retirees pay the entire premium for the selected plan, (the District pays nothing). Retirees are responsible for adhering to all rules and regulations regarding the offered plans.

For employees hired on or before July 1, 2017, upon retirement from District service or death while in District service, the District will contribute an amount equal to the value of 50% of the employee's unused sick leave accrual to the Central Valley retiree Medical Trust to be used to reimburse the retirees, or his or her eligible dependent's, expenses for medical, dental and vision benefits pursuant to applicable plan documents, laws and regulations.

For employees hired after July 1, 2017, upon retirement from District service or death while in District service, the District will contribute an amount equal to the value of 50% of the employee's unused sick leave accrual, up to 1,000 hours, to the Central Valley retiree Medical Trust to be used to reimburse the retirees, or his or her eligible dependent's, expenses for medical, dental and vision benefits pursuant to applicable plan documents, laws and regulations.

It is understood that this contribution shall not constitute a conversion of unused sick leave. Rather, unused sick leave shall be merely used as a variable in calculating the amount of contributions that the District will make to a retiree health savings account on behalf of eligible employees.

Section 21-2

Waiver of Medical Benefits

Should a permanent member be able to provide proof that they have on-going medical insurance through a spouse or domestic partner that is at a minimum equal to that provided by the District; they may elect to withdraw from the Fire District's medical plan. Employees withdrawing from the plan may elect to have 50% of the cost of the plan they were previously enrolled in paid as follows:

- A. Deferred compensation; or
- B. Cash Benefit - paid monthly as a cash benefit (cash benefits shall be subject to taxation)

If employee is not enrolled in one of the District's present plans, his compensation amount will be based on the average of all available HMO health plans.

To remain eligible for this benefit, employees must annually provide to the District proof of medical coverage. Should the employee at any time elect to exit or re-enter the District's health plan, they can only do so during an open enrollment period.

Section 21-3

Life Insurance

The District agrees to provide term life insurance for all represented personnel in the amount of \$100,000 at no cost to the employee.

ARTICLE XXII - STRESS COUNSELING

Section 22-1

The District has contracted for services for the employees for Counseling and Stress Debriefing. These services include employee counseling and Critical Incident Stress Debriefing (CISD) at the District's expense. Generally, the employee may have three visits

prior to referral to another program. Details for this program are available from management.

ARTICLE XXIII - DONATION OF ACCRUED LEAVE TIME

Section 23-1

Periodically the serious illness of a District employee has provoked a response for fellow employees seeking to be able to donate accrued annual leave time to their fellow employee (per Catastrophic sick leave policy). Personnel policy permits the transfer of annual leave credit for paid time off benefits, annual leave, upon the approval of the Fire Chief or designee, based on regular rate of pay of donor. No donated leave time will be allowed to be cashed out by the employee receiving the donated time.

23-2 Union Time Bank

Union Time Bank was developed to allow members to attend Union business without placing a financial burden upon the District. Union agrees to donate one hour of vacation time per month to the time bank from each of its members. Use of the time bank is established through District Policy (Local 3399 Firefighters Release Time Bank policy) with agreement of the Union.

ARTICLE XXIV - LONG-TERM DISABILITY INSURANCE

Section 24-1

The District agrees to pay the member's contribution to the California Association of Professional Firefighters Long-Term Disability Plan.

ARTICLE XXV - CENTRAL VALLEY RETIREE MEDICAL TRUST

Section 25-1

1. MONTHLY EMPLOYER CONTRIBUTION AMOUNT. The Stanislaus Consolidated Fire Protection District (hereafter, the "District") and the Local 3399 bargaining unit (hereafter, the "Association") agree that the District shall contribute an amount of \$200.00 per month per Association employee on a pre-tax basis to the Central Valley Retiree Medical Trust (hereafter, the "Trust") pursuant to the requirements in Section 2, "Remittance of Contributions" below. The monies contributed to the Trust fund shall only be used for retiree medical expenses (including health insurance premiums, health services, and medical supplies) and/or reasonable administrative expenses therefor. The employee shall not have the option to receive a cash payout of the employee contribution to the Trust in lieu of the transfer to the Trust.

2. REMITTANCE OF CONTRIBUTIONS. The District shall remit the above monthly contributions to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted monthly, in one aggregate transfer to the custodian of the Central Valley Retiree Medical Trust within 10 days. In addition, the District shall submit a monthly list of contributing employees to the Plan Administrator, Selene Calderon at BPA (Benefit Programs Administration), 1200 Wilshire Blvd, Fifth Floor, Los Angeles, CA 90017, Ph: (562)463-5000, Email: selene@bpabenefits.com

The District hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and remitting the required contributions set forth above.

ARTICLE XXVI - EXPOSURE REPORT SYSTEM

Section 26-1

The District agrees to enroll and cover the annual expense for all employees covered under this bargaining unit for the purpose of exposure tracking. The website for California Professional Firefighters will be available to each member to track all exposures for each member. This is an independent tracking system for all hazard exposures, to maintain tracking for long term illness exposures.

ARTICLE XXVII - MEMORANDUM OF UNDERSTANDING CONCLUSION

Section 27-1

Appendices and Amendments - All appendices and amendments to this Memorandum shall be lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this Memorandum.

Section 27-2

Savings Clause - If any provisions of this Memorandum or the application of such provisions should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

Section 27-3

Merger or Consolidation - In the event the District shall contemplate merging or consolidating with another District or government agency, the District will meet and confer with the Union concerning the contemplated action and impact upon the union membership.

Section 27-4

Duration of Agreement - This Memorandum of Understanding shall be effective July 1, 2026, and shall remain in full force and effect through June 30, 2029.

Section 27-5

Negotiations Impasse Resolution - If the parties reach impasse during contract negotiations either side may request third party intervention through the State Mediation and Conciliation Service.

SIGNATURE PAGE

**For the Stanislaus Consolidated
Fire Protection District**

**For the Stanislaus Consolidated
Firefighters Union Local 3399**

Brandon Rivers, Board President	Michael Crabtree, L3399 President
Greg Bernardi, Board Vice President	Chaz Bandy, L3399 Lead Negotiator
Richard Murdock, Director	Shaun Du Fosee, Labor Consultant, Mastagni and Holstedt
Charles E. Neal, Director	
Steven Stanfield, Director	

APPROVED AS TO FORM:

Kyler Rayden, District Counsel

Date

NeN

30	Engineer (56 hr) Safety	Hourly	\$ 28.17	\$ 29.58	\$ 31.06	\$ 32.61	\$ 34.24
		Bi-Weekly	\$ 3,154.96	\$ 3,312.71	\$ 3,478.35	\$ 3,652.27	\$ 3,834.88
		Monthly	\$ 6,835.76	\$ 7,177.54	\$ 7,536.42	\$ 7,913.24	\$ 8,308.90
		Annual	\$ 82,029.08	\$ 86,130.53	\$ 90,437.06	\$ 94,958.91	\$ 99,706.85
30A	Engineer (40 hr)* Safety	Hourly	\$ 40.44	\$ 42.47	\$ 44.59	\$ 46.82	\$ 49.16
		Bi-Weekly	\$ 3,235.46	\$ 3,397.24	\$ 3,567.10	\$ 3,745.45	\$ 3,932.73
		Monthly	\$ 7,010.17	\$ 7,360.68	\$ 7,728.71	\$ 8,115.15	\$ 8,520.90
		Annual	\$ 84,122.02	\$ 88,328.12	\$ 92,744.53	\$ 97,381.76	\$ 102,250.85
30B	Engineer (40 hr Opt Out Option)* Safety	Hourly	\$ 43.71	\$ 45.90	\$ 48.19	\$ 50.60	\$ 53.13
		Bi-Weekly	\$ 3,497.12	\$ 3,671.98	\$ 3,855.57	\$ 4,048.35	\$ 4,250.77
		Monthly	\$ 7,577.09	\$ 7,955.95	\$ 8,353.74	\$ 8,771.43	\$ 9,210.00
		Annual	\$ 90,925.10	\$ 95,471.35	\$ 100,244.92	\$ 105,257.16	\$ 110,520.01
30C	Engineer/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 31.55	\$ 33.13	\$ 34.78	\$ 36.52	\$ 38.35
		Bi-Weekly	\$ 3,533.56	\$ 3,710.24	\$ 3,895.75	\$ 4,090.54	\$ 4,295.06
		Monthly	\$ 7,656.05	\$ 8,038.85	\$ 8,440.79	\$ 8,862.83	\$ 9,305.97
		Annual	\$ 91,872.56	\$ 96,466.19	\$ 101,289.50	\$ 106,353.98	\$ 111,671.68
35	Captain (56 hr) Safety	Hourly	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.96	\$ 38.81
		Bi-Weekly	\$ 3,575.70	\$ 3,754.49	\$ 3,942.21	\$ 4,139.32	\$ 4,346.29
		Monthly	\$ 7,747.35	\$ 8,134.72	\$ 8,541.45	\$ 8,968.53	\$ 9,416.95
		Annual	\$ 92,968.20	\$ 97,616.61	\$ 102,497.44	\$ 107,622.31	\$ 113,003.42
35A	Captain (40 hr)* Safety	Hourly	\$ 45.85	\$ 48.14	\$ 50.55	\$ 53.08	\$ 55.73
		Bi-Weekly	\$ 3,668.01	\$ 3,851.41	\$ 4,043.98	\$ 4,246.17	\$ 4,458.48
		Monthly	\$ 7,947.34	\$ 8,344.71	\$ 8,761.95	\$ 9,200.04	\$ 9,660.05
		Annual	\$ 95,368.13	\$ 100,136.54	\$ 105,143.36	\$ 110,400.53	\$ 115,920.56
35B	Training Captain (40 hr)* includes additional 5% stipend Safety = 35A plus 5%	Hourly	\$ 48.12	\$ 50.52	\$ 53.05	\$ 55.70	\$ 58.49
		Bi-Weekly	\$ 3,849.35	\$ 4,041.82	\$ 4,243.91	\$ 4,456.10	\$ 4,678.91
		Monthly	\$ 8,340.26	\$ 8,757.27	\$ 9,195.13	\$ 9,654.89	\$ 10,137.63
		Annual	\$ 100,083.13	\$ 105,087.29	\$ 110,341.56	\$ 115,858.64	\$ 121,651.57
35C	Captain (40 hr Opt Out Option)* Safety	Hourly	\$ 49.56	\$ 52.04	\$ 54.64	\$ 57.38	\$ 60.25
		Bi-Weekly	\$ 3,965.13	\$ 4,163.39	\$ 4,371.56	\$ 4,590.13	\$ 4,819.64
		Monthly	\$ 8,591.12	\$ 9,020.67	\$ 9,471.71	\$ 9,945.29	\$ 10,442.55
		Annual	\$ 103,093.38	\$ 108,248.05	\$ 113,660.46	\$ 119,343.48	\$ 125,310.65
35D	Captain/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 35.76	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46
		Bi-Weekly	\$ 4,004.78	\$ 4,205.02	\$ 4,415.27	\$ 4,636.04	\$ 4,867.84
		Monthly	\$ 8,677.03	\$ 9,110.88	\$ 9,566.43	\$ 10,044.75	\$ 10,546.99
		Annual	\$ 104,124.39	\$ 109,330.61	\$ 114,797.14	\$ 120,536.99	\$ 126,563.84
75	Firefighter (56 hr) Safety	Hourly	\$ 24.72	\$ 25.96	\$ 27.26	\$ 28.62	\$ 30.05
		Bi-Weekly	\$ 2,768.79	\$ 2,907.23	\$ 3,052.59	\$ 3,205.22	\$ 3,365.48
		Monthly	\$ 5,999.04	\$ 6,298.99	\$ 6,613.94	\$ 6,944.64	\$ 7,291.87
		Annual	\$ 71,988.51	\$ 75,587.93	\$ 79,367.33	\$ 83,335.70	\$ 87,502.48
75A	Firefighter (40 hr)* Safety	Hourly	\$ 35.51	\$ 37.28	\$ 39.15	\$ 41.10	\$ 43.16
		Bi-Weekly	\$ 2,840.49	\$ 2,982.51	\$ 3,131.64	\$ 3,288.22	\$ 3,452.63
		Monthly	\$ 6,154.39	\$ 6,462.11	\$ 6,785.21	\$ 7,124.47	\$ 7,480.70
		Annual	\$ 73,852.63	\$ 77,545.26	\$ 81,422.53	\$ 85,493.66	\$ 89,768.34
75B	Firefighter (40 hr Opt Out Option)* Safety	Hourly	\$ 38.37	\$ 40.29	\$ 42.31	\$ 44.42	\$ 46.64
		Bi-Weekly	\$ 3,069.75	\$ 3,223.24	\$ 3,384.40	\$ 3,553.62	\$ 3,731.31
		Monthly	\$ 6,651.13	\$ 6,983.69	\$ 7,332.88	\$ 7,699.52	\$ 8,084.50
		Annual	\$ 79,813.61	\$ 83,804.30	\$ 87,994.51	\$ 92,394.24	\$ 97,013.95
75C	Firefighter/Paramedic (56 hr) Safety 12% higher Fully implemented	Hourly	\$ 27.69	\$ 29.07	\$ 30.53	\$ 32.05	\$ 33.65
		Bi-Weekly	\$ 3,101.04	\$ 3,256.10	\$ 3,418.90	\$ 3,589.85	\$ 3,769.34
		Monthly	\$ 6,718.93	\$ 7,054.87	\$ 7,407.62	\$ 7,778.00	\$ 8,166.90
		Annual	\$ 80,627.12	\$ 84,658.48	\$ 88,891.40	\$ 93,335.97	\$ 98,002.77

7-1-27 to 6-30-28

30	Engineer (56 hr)	Hourly	\$ 29.58	\$ 31.06	\$ 32.61	\$ 34.24	\$ 35.95
	Safety	Bi-Weekly	\$ 3,312.71	\$ 3,478.35	\$ 3,652.27	\$ 3,834.88	\$ 4,026.62
		Monthly	\$ 7,177.54	\$ 7,536.42	\$ 7,913.24	\$ 8,308.90	\$ 8,724.35
		Annual	\$ 86,130.53	\$ 90,437.06	\$ 94,958.91	\$ 99,706.85	\$ 104,692.19
30A	Engineer (40 hr)*	Hourly	\$ 42.47	\$ 44.59	\$ 46.82	\$ 49.16	\$ 42.47
	Safety	Bi-Weekly	\$ 3,397.24	\$ 3,567.10	\$ 3,745.45	\$ 3,932.73	\$ 3,397.24
		Monthly	\$ 7,360.68	\$ 7,728.71	\$ 8,115.15	\$ 8,520.90	\$ 7,360.68
		Annual	\$ 88,328.12	\$ 92,744.53	\$ 97,381.76	\$ 102,250.85	\$ 88,328.12
30B	Engineer (40 hr Opt Out Option)*	Hourly	\$ 45.90	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.79
	Safety	Bi-Weekly	\$ 3,671.98	\$ 3,855.57	\$ 4,048.35	\$ 4,250.77	\$ 4,463.31
		Monthly	\$ 7,955.95	\$ 8,353.74	\$ 8,771.43	\$ 9,210.00	\$ 9,670.50
		Annual	\$ 95,471.35	\$ 100,244.92	\$ 105,257.16	\$ 110,520.01	\$ 116,046.01
30C	Engineer/Paramedic (56 hr)	Hourly	\$ 33.13	\$ 34.78	\$ 36.52	\$ 38.35	\$ 40.27
	Safety 12% higher	Bi-Weekly	\$ 3,710.24	\$ 3,895.75	\$ 4,090.54	\$ 4,295.06	\$ 4,509.82
	Fully implemented	Monthly	\$ 8,038.85	\$ 8,440.79	\$ 8,862.83	\$ 9,305.97	\$ 9,771.27
		Annual	\$ 96,466.19	\$ 101,289.50	\$ 106,353.98	\$ 111,671.68	\$ 117,255.26
35	Captain (56 hr)	Hourly	\$ 33.52	\$ 35.20	\$ 36.96	\$ 38.81	\$ 40.75
	Safety	Bi-Weekly	\$ 3,754.49	\$ 3,942.21	\$ 4,139.32	\$ 4,346.29	\$ 4,563.60
		Monthly	\$ 8,134.72	\$ 8,541.45	\$ 8,968.53	\$ 9,416.95	\$ 9,887.80
		Annual	\$ 97,616.61	\$ 102,497.44	\$ 107,622.31	\$ 113,003.42	\$ 118,653.60
35A	Captain (40 hr)*	Hourly	\$ 48.14	\$ 50.55	\$ 53.08	\$ 55.73	\$ 58.52
	Safety	Bi-Weekly	\$ 3,851.41	\$ 4,043.98	\$ 4,246.17	\$ 4,458.48	\$ 4,681.41
		Monthly	\$ 8,344.71	\$ 8,761.95	\$ 9,200.04	\$ 9,660.05	\$ 10,143.05
		Annual	\$ 100,136.54	\$ 105,143.36	\$ 110,400.53	\$ 115,920.56	\$ 121,716.59
35B	Training Captain (40 hr)*	Hourly	\$ 50.52	\$ 53.05	\$ 55.70	\$ 58.49	\$ 61.41
	includes additional 5% stipend	Bi-Weekly	\$ 4,041.82	\$ 4,243.91	\$ 4,456.10	\$ 4,678.91	\$ 4,912.85
	Safety	Monthly	\$ 8,757.27	\$ 9,195.13	\$ 9,654.89	\$ 10,137.63	\$ 10,644.51
	= 35A plus 5%	Annual	\$ 105,087.29	\$ 110,341.56	\$ 115,858.64	\$ 121,651.57	\$ 127,734.15
35C	Captain (40 hr Opt Out Option)*	Hourly	\$ 52.04	\$ 54.64	\$ 57.38	\$ 60.25	\$ 63.26
	Safety	Bi-Weekly	\$ 4,163.39	\$ 4,371.56	\$ 4,590.13	\$ 4,819.64	\$ 5,060.62
		Monthly	\$ 9,020.67	\$ 9,471.71	\$ 9,945.29	\$ 10,442.55	\$ 10,964.68
		Annual	\$ 108,248.05	\$ 113,660.46	\$ 119,343.48	\$ 125,310.65	\$ 131,576.18
35D	Captain/Paramedic (56 hr)	Hourly	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.63
	Safety 12% higher	Bi-Weekly	\$ 4,205.02	\$ 4,415.27	\$ 4,636.04	\$ 4,867.84	\$ 5,111.23
	Fully implemented	Monthly	\$ 9,110.88	\$ 9,566.43	\$ 10,044.75	\$ 10,546.99	\$ 11,074.34
		Annual	\$ 109,330.61	\$ 114,797.14	\$ 120,536.99	\$ 126,563.84	\$ 132,892.03

75	Firefighter (56 hr)	Hourly	\$ 25.96	\$ 27.26	\$ 28.62	\$ 30.05	\$ 31.55
	Safety	Bi-Weekly	\$ 2,907.23	\$ 3,052.59	\$ 3,205.22	\$ 3,365.48	\$ 3,533.75
		Monthly	\$ 6,298.99	\$ 6,613.94	\$ 6,944.64	\$ 7,291.87	\$ 7,656.47
		Annual	\$ 75,587.93	\$ 79,367.33	\$ 83,335.70	\$ 87,502.48	\$ 91,877.60
75A	Firefighter (40 hr)*	Hourly	\$ 37.28	\$ 39.15	\$ 41.10	\$ 43.16	\$ 45.32
	Safety	Bi-Weekly	\$ 2,982.51	\$ 3,131.64	\$ 3,288.22	\$ 3,452.63	\$ 3,625.26
		Monthly	\$ 6,462.11	\$ 6,785.21	\$ 7,124.47	\$ 7,480.70	\$ 7,854.73
		Annual	\$ 77,545.26	\$ 81,422.53	\$ 85,493.66	\$ 89,768.34	\$ 94,256.76
75B	Firefighter (40 hr Opt Out Option)*	Hourly	\$ 40.29	\$ 42.31	\$ 44.42	\$ 46.64	\$ 48.97
	Safety	Bi-Weekly	\$ 3,223.24	\$ 3,384.40	\$ 3,553.62	\$ 3,731.31	\$ 3,917.87
		Monthly	\$ 6,983.69	\$ 7,332.88	\$ 7,699.52	\$ 8,084.50	\$ 8,488.72
		Annual	\$ 83,804.30	\$ 87,994.51	\$ 92,394.24	\$ 97,013.95	\$ 101,864.65
75C	Firefighter/Paramedic (56 hr)	Hourly	\$ 29.07	\$ 30.53	\$ 32.05	\$ 33.65	\$ 35.34
	Safety 12% higher	Bi-Weekly	\$ 3,256.10	\$ 3,418.90	\$ 3,589.85	\$ 3,769.34	\$ 3,957.80
	Fully implemented	Monthly	\$ 7,054.87	\$ 7,407.62	\$ 7,778.00	\$ 8,166.90	\$ 8,575.24
		Annual	\$ 84,658.48	\$ 88,891.40	\$ 93,335.97	\$ 98,002.77	\$ 102,902.91

7-1-28 to 6-30-2029

30	Engineer (56 hr)	Hourly	\$ 31.06	\$ 32.61	\$ 34.24	\$ 35.95	\$ 37.75
	Safety	Bi-Weekly	\$ 3,478.35	\$ 3,652.27	\$ 3,834.88	\$ 4,026.62	\$ 4,227.95
		Monthly	\$ 7,536.42	\$ 7,913.24	\$ 8,308.90	\$ 8,724.35	\$ 9,160.57
		Annual	\$ 90,437.06	\$ 94,958.91	\$ 99,706.85	\$ 104,692.19	\$ 109,926.80
30A	Engineer (40 hr)*	Hourly	\$ 44.59	\$ 46.82	\$ 49.16	\$ 42.47	\$ 44.59
	Safety	Bi-Weekly	\$ 3,567.10	\$ 3,745.45	\$ 3,932.73	\$ 3,397.24	\$ 3,567.10
		Monthly	\$ 7,728.71	\$ 8,115.15	\$ 8,520.90	\$ 7,360.68	\$ 7,728.71
		Annual	\$ 92,744.53	\$ 97,381.76	\$ 102,250.85	\$ 88,328.12	\$ 92,744.53
30B	Engineer (40 hr Opt Out Option)*	Hourly	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58
	Safety	Bi-Weekly	\$ 3,855.57	\$ 4,048.35	\$ 4,250.77	\$ 4,463.31	\$ 4,686.47
		Monthly	\$ 8,353.74	\$ 8,771.43	\$ 9,210.00	\$ 9,670.50	\$ 10,154.03
		Annual	\$ 100,244.92	\$ 105,257.16	\$ 110,520.01	\$ 116,046.01	\$ 121,848.31
30C	Engineer/Paramedic (56 hr)	Hourly	\$ 34.78	\$ 36.52	\$ 38.35	\$ 40.27	\$ 42.28
	Safety 12% higher	Bi-Weekly	\$ 3,895.75	\$ 4,090.54	\$ 4,295.06	\$ 4,509.82	\$ 4,735.31
	Fully implemented	Monthly	\$ 8,440.79	\$ 8,862.83	\$ 9,305.97	\$ 9,771.27	\$ 10,259.84
		Annual	\$ 101,289.50	\$ 106,353.98	\$ 111,671.68	\$ 117,255.26	\$ 123,118.02

35	Captain (56 hr)	Hourly	\$ 35.20	\$ 36.96	\$ 38.81	\$ 40.75	\$ 42.78
	Safety	Bi-Weekly	\$ 3,942.21	\$ 4,139.32	\$ 4,346.29	\$ 4,563.60	\$ 4,791.78
		Monthly	\$ 8,541.45	\$ 8,968.53	\$ 9,416.95	\$ 9,887.80	\$ 10,382.19
		Annual	\$ 102,497.44	\$ 107,622.31	\$ 113,003.42	\$ 118,653.60	\$ 124,586.28
35A	Captain (40 hr)*	Hourly	\$ 50.55	\$ 53.08	\$ 55.73	\$ 58.52	\$ 61.44
	Safety	Bi-Weekly	\$ 4,043.98	\$ 4,246.17	\$ 4,458.48	\$ 4,681.41	\$ 4,915.48
		Monthly	\$ 8,761.95	\$ 9,200.04	\$ 9,660.05	\$ 10,143.05	\$ 10,650.20
		Annual	\$ 105,143.36	\$ 110,400.53	\$ 115,920.56	\$ 121,716.59	\$ 127,802.42
35B	Training Captain (40 hr)*	Hourly	\$ 53.05	\$ 55.70	\$ 58.49	\$ 61.41	\$ 64.48
	includes additional 5% stipend	Bi-Weekly	\$ 4,243.91	\$ 4,456.10	\$ 4,678.91	\$ 4,912.85	\$ 5,158.49
	Safety	Monthly	\$ 9,195.13	\$ 9,654.89	\$ 10,137.63	\$ 10,644.51	\$ 11,176.74
		= 35A plus 5%	Annual	\$ 110,341.56	\$ 115,858.64	\$ 121,651.57	\$ 127,734.15
35C	Captain (40 hr Opt Out Option)*	Hourly	\$ 54.64	\$ 57.38	\$ 60.25	\$ 63.26	\$ 66.42
	Safety	Bi-Weekly	\$ 4,371.56	\$ 4,590.13	\$ 4,819.64	\$ 5,060.62	\$ 5,313.65
		Monthly	\$ 9,471.71	\$ 9,945.29	\$ 10,442.55	\$ 10,964.68	\$ 11,512.92
		Annual	\$ 113,660.46	\$ 119,343.48	\$ 125,310.65	\$ 131,576.18	\$ 138,154.99
35D	Captain/Paramedic (56 hr)	Hourly	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.63	\$ 47.91
	Safety 12% higher	Bi-Weekly	\$ 4,415.27	\$ 4,636.04	\$ 4,867.84	\$ 5,111.23	\$ 5,366.79
		Monthly	\$ 9,566.43	\$ 10,044.75	\$ 10,546.99	\$ 11,074.34	\$ 11,628.05
		Fully implemented	Annual	\$ 114,797.14	\$ 120,536.99	\$ 126,563.84	\$ 132,892.03
75	Firefighter (56 hr)	Hourly	\$ 27.26	\$ 28.62	\$ 30.05	\$ 31.55	\$ 33.13
	Safety	Bi-Weekly	\$ 3,052.59	\$ 3,205.22	\$ 3,365.48	\$ 3,533.75	\$ 3,710.44
		Monthly	\$ 6,613.94	\$ 6,944.64	\$ 7,291.87	\$ 7,656.47	\$ 8,039.29
		Annual	\$ 79,367.33	\$ 83,335.70	\$ 87,502.48	\$ 91,877.60	\$ 96,471.48
75A	Firefighter (40 hr)*	Hourly	\$ 39.15	\$ 41.10	\$ 43.16	\$ 45.32	\$ 47.58
	Safety	Bi-Weekly	\$ 3,131.64	\$ 3,288.22	\$ 3,452.63	\$ 3,625.26	\$ 3,806.52
		Monthly	\$ 6,785.21	\$ 7,124.47	\$ 7,480.70	\$ 7,854.73	\$ 8,247.47
		Annual	\$ 81,422.53	\$ 85,493.66	\$ 89,768.34	\$ 94,256.76	\$ 98,969.60
75B	Firefighter (40 hr Opt Out Option)*	Hourly	\$ 42.31	\$ 44.42	\$ 46.64	\$ 48.97	\$ 51.42
	Safety	Bi-Weekly	\$ 3,384.40	\$ 3,553.62	\$ 3,731.31	\$ 3,917.87	\$ 4,113.76
		Monthly	\$ 7,332.88	\$ 7,699.52	\$ 8,084.50	\$ 8,488.72	\$ 8,913.16
		Annual	\$ 87,994.51	\$ 92,394.24	\$ 97,013.95	\$ 101,864.65	\$ 106,957.88
75C	Firefighter/Paramedic (56 hr)	Hourly	\$ 30.53	\$ 32.05	\$ 33.65	\$ 35.34	\$ 37.10
	Safety 12% higher	Bi-Weekly	\$ 3,418.90	\$ 3,589.85	\$ 3,769.34	\$ 3,957.80	\$ 4,155.69
		Monthly	\$ 7,407.62	\$ 7,778.00	\$ 8,166.90	\$ 8,575.24	\$ 9,004.00
		Fully implemented	Annual	\$ 88,891.40	\$ 93,335.97	\$ 98,002.77	\$ 102,902.91

OUTSIDE EMPLOYMENT NOTIFICATION

NAME _____

YEAR _____

Outside Employment Information

Name of Employer: _____

Number of hours per week/per month: _____

Schedule: _____

I understand that this outside employment will in no way interfere with my principal employment with the Stanislaus Consolidated Fire Protection District and is in keeping with the current MOU.

Signature: _____ *Date:* _____

Supervisor

I have reviewed this request for outside employment, and from the information submitted, this in no way interferes with the performance of duties of the position.

Signature: _____ *Date:* _____

Fire Chief

I concur with the assessment above and affirm that such outside employment will not jeopardize the service of the department.

Signature: _____ *Date:* _____



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STAFF REPORT

TO: President Rivers and Members of the Board of Directors
FROM: Clint Bray, Deputy Fire Chief
SUBJECT: Consideration of Fire Service Mitigation and Reimbursement Agreement for Proposed Flash Point Energy Propane Rail Transfer and Storage Facility – 884 Codoni Ave., Modesto, CA
DATE: July 8, 2026

ISSUE:

The Board of Directors is being asked to review and consider a proposed **Fire Service Mitigation and Reimbursement Agreement** (“Agreement”) between the **Stanislaus Consolidated Fire Protection District** (“District”) and **Flash Point Energy** (“Developer”) related to the development of a proposed propane rail transfer and storage facility located at 884 Codoni Avenue, Modesto, California (“Project”).

The District also engaged an independent third-party consultant to prepare an impact fee nexus analysis (“DIF Analysis”) to establish the required nexus and proportionality of the proposed impact fee for the Developer’s proposed Project. The DIF Analysis is on file in the District’s office and the results are summarized below .

The DIF Analysis and Agreement establishes a proportional impact fee of \$722,000 to fully fund the Developer’s portion of the specialized fire apparatus and equipment necessary to mitigate the unique fire protection risks created by the proposed Project. However, through initial negotiations with the Developer the District and Developer agreed to \$600,000 payment for the Project.

The Developer is now requesting additional reductions in the proposed fee in the range of \$300,000 - \$400,000, of roughly 58% - 46% reduction from the original \$722,000 total. District staff does not feel such reductions are appropriate given the extreme hazards the Project creates and required equipment needed to mitigate such impacts created by the Project.

This item is being presented to the Board to determine whether the proposed Agreement adequately addresses the financial impacts associated with the Project and whether additional negotiation with the Developer should be pursued or the full fee imposed on the Project.

BACKGROUND:

Flash Point Energy has proposed construction of a bulk propane rail transfer and storage facility at **884 Codoni Avenue** within the District’s service area.

The facility is expected to include approximately **500,000 gallons of propane storage capacity**, rail transfer operations, truck loading infrastructure, bulk storage tanks, piping systems, and associated industrial support infrastructure.

Unlike traditional commercial or industrial development, the proposed Project introduces a significant hazardous materials risk due to the storage and transfer of large quantities of liquefied petroleum gas (LPG),

specifically propane gas.

One of the primary operational concerns associated with this type of facility is the potential for a **Boiling Liquid Expanding Vapor Explosion (BLEVE)** event, which can create catastrophic consequences for the public health and safety, facility personnel, surrounding properties, adjacent infrastructure, and emergency responders.

Due to the specialized hazard profile associated with propane storage and rail transfer operations, District staff determined that the District's existing apparatus fleet is not adequately equipped to manage a large-scale propane incident utilizing current suppression resources.

FACILITY IMPACT ANALYSIS:

District staff completed an operational review of the proposed facility and determined that specialized suppression resources would be necessary to safely respond to an incident involving large-scale propane storage or transfer operations.

The identified equipment needs include:

- One specialized **Type 1 Fire Engine**
- Enhanced foam suppression capability
- Foam proportioning systems
- Specialized foam delivery systems
- Hazardous materials response equipment
- Specialized firefighter protective equipment for propane-related emergencies

This apparatus and specialized equipment would provide the required response capability for incidents involving the Project.

EQUIPMENT PROCUREMENT COST:

The District obtained a formal procurement proposal from **Hi-Tech Emergency Vehicle Service, Inc.** dated June 9, 2026.

Estimated procurement costs are as follows:

• Cost Item	Estimated Cost
• Base Apparatus Cost	\$1,338,525
• Sales Tax	\$105,475
• Total Procurement Cost	\$1,444,000
• Pre-Pay Procurement Cost	\$1,400,848

Additional costs associated with specialized foam systems, firefighter protective equipment, and ancillary response equipment are still being finalized. The additional costs for such specialized equipment increase the total costs required to mitigate the impacts of the proposed Project further illustrating the original proposed \$600,000 impact fee falls well below the Project's share of the costs to mitigate the demands it creates.

PROJECT-SPECIFIC MITIGATION ANALYSIS:

District staff prepared a project-specific nexus and proportionality analysis (the DIF Analysis) to determine the operational burden created by the proposed development.

The District currently has only **two industrial facilities** requiring specialized foam-capable suppression

resources:

1. Existing propane rail operation located in Riverbank; and
 - a. Crucially, the Riverbank property is an existing development which pre-dates the District's fire mitigation development impact fee program. As such, the District has no legal ability to impose any costs contemplated herein on the Riverbank property owner. Therefore, District will fund the remaining balance for the equipment through alternate funding sources.
2. Proposed Flash Point Energy facility located at Codoni Avenue.

Under a proportional allocation methodology, each facility would reasonably account for approximately **50 percent of the specialized apparatus acquisition cost**. Significantly, the District is requesting less than 50% of the costs required from the Developer.

Using this methodology, the theoretical project-related mitigation responsibility is estimated as follows:

- Standard procurement allocation: approximately **\$722,000**
- Pre-pay procurement allocation: approximately **\$700,000**

District staff and the Developer initially established a mitigation contribution target of **\$600,000**, representing a conservative allocation below the actual proportional cost burden.

NEGOTIATED AGREEMENT TERMS:

Following discussions between the District, the Developer now indicates willingness to contribute only between **\$300,000 and \$400,000** toward acquisition of the specialized apparatus.

Under the revised draft Agreement:

- Developer provides mitigation contribution of \$300,000–\$400,000
 - Exact amount to be determined
- District funds the remaining balance through unrestricted capital reserves
- Funds may only be used for apparatus acquisition and related capital improvements

The Agreement establishes the Developer's contribution and defines the District's obligations associated with mitigation of the project-specific fire protection impacts.

FINANCIAL IMPACT TO DISTRICT:

If the Agreement is executed at the currently negotiated amount, estimated financial participation would be as follows:

Developer Contribution

Estimated contribution range:

- \$300,000 minimum
- \$400,000 maximum

District Capital Contribution

Estimated District contribution:

- Approximately \$1,000,000 to \$1,100,000

District funding would likely come from unrestricted capital reserves or future apparatus replacement funds.

ALTERNATIVE OPTIONS :

Alternatively, the Board may decide to:

1. Impose the fully burdened rate on the Project calculated from the DIF Analysis - \$722,000;
2. Impose the original \$600,000 previously agreed upon by the parties; or
3. Direct staff to proceed with other options determined by the Board.

BOARD CONSIDERATIONS:

The Board may consider several factors when evaluating the proposed Agreement, including:

- Whether the negotiated contribution adequately offsets the operational burden created by the Project
- The District's financial responsibility for the remaining apparatus cost
- The legal defensibility of the current negotiated Agreement
- Potential impacts to project timelines if additional mitigation review is required
- Long-term operational needs associated with hazardous materials response within the District

ATTACHMENTS:

Attachment A – Fire Service Mitigation and Reimbursement Agreement

Attachment B – Project Specific Nexus and Proportionality Analysis for Flash Point Energy Propane Facility

Prepared By:

Clint Bray

Deputy Fire Chief

Stanislaus Consolidated Fire Protection District

FIRE SERVICE MITIGATION AND REIMBURSEMENT AGREEMENT

(Propane Rail Transfer and Storage Facility)

THIS FIRE SERVICE MITIGATION AND REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the last day on which this Agreement is signed by the Parties below ("Effective Date") by and between Stanislaus Consolidated Fire Protection District, a fire protection district organized and existing under the laws of the State of California, Health and Safety Code section 13800 et seq. ("District"), and [REDACTED], a [REDACTED] ("Developer"). District and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, Developer is the applicant for, owner of, or developer of the proposed propane rail transfer and storage facility located at [REDACTED], California, Assessor's Parcel No(s). [REDACTED] ("Project Site"); and
- B. WHEREAS, the Project includes a propane transfer and storage facility with approximately 420,000 gallons of propane storage, associated rail transfer operations, and related site improvements ("Project"); and
- C. WHEREAS, the District provides fire protection, emergency response, hazardous materials response, fire prevention review, and related services to the area in which the Project Site is located; and
- D. WHEREAS, the District's current fire facilities impact fee study and capital facilities planning documents address new development generally and assume that most residential, commercial, and industrial development can be served using the District's existing and planned capital facilities, apparatus, vehicles, and equipment identified in those documents; and
- E. WHEREAS, based on the size, nature, and operational characteristics of the Project, including large-scale propane storage and rail transfer operations, the District has determined that the Project creates specialized fire protection and hazardous materials response needs materially different from those associated with typical commercial or industrial development; and
- F. WHEREAS, the District has identified the need for an additional fire engine or apparatus equipped with enhanced foam storage, foam proportioning, foam delivery, and related fire and hazardous materials response capabilities ("Foam-Capable Engine"), together with associated equipment necessary to place the Foam-Capable Engine into service; and
- G. WHEREAS, the Parties acknowledge that the Foam-Capable Engine will provide broader District benefit, but that the need for the specialized foam-capable response is being created or materially increased by the Project; and
- H. WHEREAS, the Parties have reviewed the project-specific fire protection nexus and proportionality analysis attached hereto as Exhibit B ("Nexus Analysis"), which identifies the Project-related need for the Foam-Capable Engine, the estimated cost of the Foam-Capable Engine, and the basis for Developer's proportional contribution; and
- I. WHEREAS, based on the Nexus Analysis and the Parties' negotiations, Developer voluntarily agrees to contribute 50 percent of the eligible acquisition cost of the Foam-Capable Engine; and

- J. WHEREAS, this Agreement is not a development agreement, does not vest any land use entitlement, does not limit the police power or regulatory authority of any governmental entity, and does not constitute a fee schedule, ordinance, resolution, development impact fee, regulatory fee, service fee, or fee on new construction or development imposed by the District; and
- K. WHEREAS, the Parties acknowledge that the District does not have land use approval authority over the Project. Developer enters into this Agreement voluntarily, to help ensure appropriate fire-protection, and not as the result of any District-imposed condition of approval; and
- L. WHEREAS, this Agreement was approved by the Board of Directors of the District by Resolution No. [REDACTED], adopted on [REDACTED], 2026; and
- M. WHEREAS, Developer's performance of this Agreement is intended to mitigate the Project's specialized impacts on the District.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals.

The foregoing Recitals are true and correct and are incorporated as part of this Agreement as if set forth in full herein.

2. Exhibits.

The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Project Description

Exhibit B: Project-Specific Fire Protection Nexus and Proportionality Analysis

Exhibit C: Foam-Capable Engine Cost Estimate / Specifications

Exhibit D: Form of District Certificate of Compliance

3. Term

The term of this Agreement will begin on the Effective Date and will continue until all obligations of Developer and the District under this Agreement have been fully performed, except for provisions that expressly survive termination or expiration of this Agreement.

4. Project Mitigation Improvement.

The "Project Mitigation Improvement" means the acquisition of one Foam-Capable Engine, including the apparatus, foam storage and delivery systems, foam proportioning equipment, necessary outfitting, delivery, taxes, and other one-time capital costs reasonably necessary to place the apparatus into service for fire protection and hazardous materials response. The Project Mitigation Improvement does not include ordinary staffing, routine maintenance, fuel, recurring operations, or other ongoing District operating costs.

5. Developer Contribution and Reimbursement.

- a. Developer will pay or reimburse the District an amount equal to 50 percent of the actual eligible cost of the Project Mitigation Improvement, not to exceed

§ unless Developer provides prior written consent to a higher amount ("Developer Contribution").

- b. Eligible costs include the purchase price of the Foam-Capable Engine; foam storage, proportioning, and delivery systems; apparatus outfitting; one-time equipment necessary to place the engine into service; taxes; delivery; inspection; and other directly related capital acquisition costs approved by the District. Eligible costs do not include District staff time, routine training, ordinary maintenance, fuel, recurring foam replacement, ordinary operating expenses, or costs attributable to existing District deficiencies not reasonably related to the Project.

6. Timing and Method of Payment.

Developer will pay the Developer Contribution upon the earliest of the following, unless otherwise agreed in writing by the Parties:

- a. Before Developer requests final issuance of, accepts issuance of, relies on, or uses any building permit, fire construction permit, operational permit, certificate of occupancy, final inspection, clearance, or other approval authorizing the construction, installation, commissioning, storage, handling, transfer, transportation, or operation of propane or other flammable gas facilities at the Project Site;
- b. b. Before Developer commences any construction, installation, testing, commissioning, propane storage, rail transfer, truck transfer, or other flammable gas storage or transfer activities at the Project Site;
- c. Before the District issues any written confirmation, clearance, certificate of compliance, no-objection statement, or similar written assurance under Section 12; or
- d. Within 30 calendar days after Developer receives an invoice from the District supported by documentation showing the actual or contracted cost of the Project Mitigation Improvement.

Payment will be made to the District and deposited into a separate account or accounting fund restricted for the Project Mitigation Improvement.

Payment of the Developer Contribution is a material covenant of Developer and a condition precedent to the District's obligations to provide any no-objection position, certificate of compliance, written assurance, clearance, or other confirmation under this Agreement. Nothing in this Agreement binds any governmental entity that is not a Party to this Agreement or requires any such entity to issue, withhold, condition, or deny any permit or approval

7. Use of Funds.

The District shall use the Developer Contribution solely for the Project Mitigation Improvement. The District shall not use the Developer Contribution for ordinary operations, staffing, routine maintenance, or unrelated capital facilities. The District shall maintain accounting records sufficient to identify the receipt, interest, expenditure, and remaining balance of the Developer Contribution.

8. Acquisition of Foam-Capable Engine.

The District will use commercially reasonable efforts to acquire the Foam-Capable Engine after receipt of the Developer Contribution and other necessary funding. The District will retain sole discretion over final specifications, procurement method, vendor selection, deployment, staffing, maintenance, and operational use of the Foam-Capable Engine, provided that the engine includes enhanced foam-capable functionality reasonably consistent with Exhibit C.

9. No Ownership Interest.

Developer's payment of the Developer Contribution does not create any ownership, leasehold, security, priority-use, operational-control, or other property interest in the Foam-Capable Engine or any District equipment. The Foam-Capable Engine will be owned, operated, maintained, and controlled by the District.

10. Credit; No Double Recovery.

The Developer Contribution is intended to mitigate the Project's specialized fire protection and hazardous materials response impacts that are not fully addressed by the District's generally applicable development impact fee program. Developer will not be charged twice by the District for the same capital need. If the District later imposes or receives another project-specific fire protection or hazardous materials capital mitigation payment from Developer for the same Foam-Capable Engine or same specialized foam-capability need, Developer will receive a credit for amounts actually paid under this Agreement against that duplicative District requirement. Nothing in this Agreement exempts Developer from generally applicable development impact fees, permit fees, inspection fees, service fees, operational permit fees, or other charges lawfully imposed by any governmental entity, except to the extent those charges duplicate the same District capital need addressed by this Agreement.

11. Fire Service Assurances.

- a. Subject to Developer's performance of this Agreement, absence of any uncured default, and compliance with applicable laws, regulations, permits, and approvals, the District will not object to or contest the Project solely on the ground that Developer has failed to mitigate the specialized fire protection and hazardous materials response capital impacts addressed by this Agreement.
- b. The District will serve the Project in accordance with generally applicable District service levels, operational capabilities, mutual-aid arrangements, and legal obligations, as they may exist from time to time. Nothing in this Agreement guarantees any particular emergency response time, staffing level, operational outcome, or emergency incident result.
- c. Nothing in this Agreement limits the District's authority to conduct plan review, fire prevention review, inspections, operational permit review, code enforcement, emergency response, or other lawful District functions.

12. Certificates of Compliance.

Subject to Developer's performance of this Agreement and compliance with applicable laws, regulations, permits, and approvals, the District will timely issue written confirmation, in substantially the form attached as Exhibit D, upon Developer's reasonable request that Developer is performing this Agreement and that the Project's specialized fire protection and hazardous materials response capital impacts addressed by this Agreement are being mitigated. The District

shall not be required to issue any confirmation that is inaccurate, misleading, inconsistent with applicable law, or inconsistent with the District's then-current operational judgment.

13. Nexus and Proportionality Acknowledgments.

- a. Developer acknowledges that it has reviewed the Nexus Analysis and has had the opportunity to consult with engineers, fire protection consultants, land use counsel, and other professionals of its choosing.
- b. Developer agrees that the Project creates or materially increases specialized fire protection and hazardous materials response needs, including the need for enhanced foam-capable apparatus and related capital equipment.
- c. Developer agrees that the Developer Contribution is reasonably related in purpose and use to the Project's fire protection and hazardous materials response impacts.
- d. Developer agrees that the Developer Contribution is roughly proportional, both in nature and extent, to the Project's impacts and represents a fair and reasonable allocation of the Project's proportional share of the Project Mitigation Improvement.
- e. Developer acknowledges that the Project Mitigation Improvement will also provide general District benefit and that Developer is therefore being charged only a proportional share, and not the full cost, of the Foam-Capable Engine.

14. Mutual Assurances.

Subject to Developer's performance under this Agreement and compliance with applicable laws, regulations, permits, and approvals, the District will not object to or contest the Project solely on the ground that Developer has failed to mitigate the specialized fire protection and hazardous materials response capital impacts addressed by this Agreement. In consideration of the District's promises under this Agreement, Developer will not contest, protest, appeal, challenge, or seek a refund of the Developer Contribution, except to enforce the express terms of this Agreement.

15. Voluntary Agreement; Consideration.

Developer represents and warrants that it enters into this Agreement voluntarily, knowingly, and for adequate consideration, including the benefits of resolving fire protection mitigation issues for the Project, establishing the amount and timing of Developer's fire protection mitigation obligation, avoiding uncertainty and delay, and obtaining the District assurances described in this Agreement. Developer further represents that it has not entered into this Agreement under coercion or duress and has had a meaningful opportunity to review, negotiate, and propose revisions to this Agreement.

16. Waiver and Release of Exaction, Nexus, and Proportionality Claims.

- a. Developer, to the fullest extent permitted by law, on behalf of itself and its successors, assigns, affiliates, representatives, agents, and any person or entity claiming through Developer, hereby waives, releases, and forever discharges the District and its officers, officials, employees, agents, representatives, attorneys, successors, and assigns from any and all claims, demands, causes of action, damages, liabilities, costs, attorneys' fees, or remedies of any kind, whether known or unknown, suspected or unsuspected, arising out of or relating to the

- Developer Contribution, the Project Mitigation Improvement, the Nexus Analysis, or any alleged development exaction associated with this Agreement.
- b. The released claims include, without limitation, any claim that the Developer Contribution or Project Mitigation Improvement lacks an essential nexus, is not roughly proportional, constitutes an unconstitutional condition, constitutes an unlawful taking, violates the Fifth or Fourteenth Amendments to the United States Constitution, violates Article I, section 19 of the California Constitution, violates the standards set forth in *Nollan v. California Coastal Commission*, *Dolan v. City of Tigard*, *Koontz v. St. Johns River Water Management District*, *Sheetz v. County of El Dorado*, or their progeny, or violates any statutory, constitutional, common law, or equitable requirement concerning nexus, proportionality, fair share, individualized determination, or development exactions.
 - c. Developer expressly acknowledges and agrees that all prerequisites to a determination of nexus and rough proportionality have been satisfied or, in the alternative, are knowingly and voluntarily waived by Developer with respect to the Developer Contribution and Project Mitigation Improvement.
 - d. Developer further acknowledges that it has been represented by legal counsel in connection with this Agreement or has knowingly declined to obtain such counsel, and that Developer has had a full and fair opportunity to evaluate and contest the Developer Contribution before entering into this Agreement.
 - e. This waiver and release does not waive Developer's right to enforce the express terms of this Agreement.

17. Civil Code Section 1542 Waiver.

Developer acknowledges that it has been advised of and is familiar with California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Developer expressly waives and relinquishes all rights and benefits it may have under Civil Code section 1542 with respect to the claims released in this Agreement. Developer understands and acknowledges the significance and consequence of this waiver.

18. No Admission; Reservation of Authority.

- a. This Agreement is a negotiated resolution of Project-specific fire protection mitigation issues. Neither execution of this Agreement nor Developer's payment of the Developer Contribution will be construed as an admission by Developer that the Project would necessarily be denied or delayed absent this Agreement, or as an admission by the District that any additional or different mitigation would be unlawful.
- b. Nothing in this Agreement limits the District's authority to provide fire protection, hazardous materials response, fire prevention review, inspections, operational

permit review, code enforcement, or emergency response services in accordance with applicable law.

- c. Nothing in this Agreement obligates or binds any governmental entity that is not a Party to this Agreement.

19. Assignment.

Developer may not assign its rights or obligations under this Agreement before full payment of the Developer Contribution without the prior written approval of the District, which approval will not be unreasonably withheld or delayed if the assignee assumes Developer's obligations in writing and demonstrates reasonable financial capacity to perform those obligations. This Agreement will be binding upon the Parties and their respective successors, assigns, and transferees, whether such succession, assignment, or transfer is by operation of law or otherwise. Notwithstanding the foregoing, after full payment of the Developer Contribution, no further consent will be required for a transfer of the Project Site or Project, and Developer will be released from future obligations under this Agreement except for obligations that expressly survive payment or arose before the transfer.

20. Default.

Failure by Developer to timely pay the Developer Contribution when due will constitute a material default. For a payment default, the District will provide written notice of nonpayment, and Developer will have five business days after receipt of that notice to cure. For any non-payment default, the non-defaulting Party will provide written notice describing the breach in reasonable detail, and the breaching Party will have 15 calendar days after receipt of notice to cure; provided, however, that if the breach cannot reasonably be cured within 15 calendar days, the breaching Party will not be in default so long as it commences cure within that period and diligently prosecutes the cure to completion.

Upon any uncured payment default, the District's obligations to provide any no-objection position, certificate of compliance, written assurance, clearance, confirmation, or other benefit under this Agreement will be automatically suspended. The District may withdraw, qualify, or decline to issue any certificate or assurance under this Agreement; notify any land use agency, building official, fire code official, or other approving authority that Developer is not in compliance with this Agreement and that the Project's specialized fire protection and hazardous materials response capital impacts remain unmitigated; object to the issuance, continued effectiveness, or use of any permit, approval, occupancy, or operation of the propane-related components of the Project on that basis; and pursue all remedies available under this Agreement, at law, or in equity, including specific performance, injunctive relief, recovery of the unpaid Developer Contribution, interest at the maximum rate permitted by law, attorneys' fees, consultant costs, expert fees, and costs of collection. Developer waives and releases any claim against the District arising out of the District's exercise of the remedies described in this Section, except to the extent caused by the District's willful misconduct.

- 21.** Nothing in this Agreement will be construed to require the District to violate applicable law or to withhold emergency response services that the District is legally required to provide. However, unless and until Developer pays the Developer Contribution and cures any default, the District will have no contractual obligation to provide any enhanced, specialized, or project-specific fire protection or hazardous materials response capability,

certificate, assurance, clearance, no-objection position, or confirmation that the specialized impacts addressed by this Agreement have been mitigated. **Indemnity.**

To the fullest extent permitted by law, Developer will defend, indemnify, protect, and hold harmless the District and its Board members, officers, officials, employees, agents, representatives, attorneys, volunteers, successors, and assigns from and against any and all claims, demands, actions, proceedings, damages, liabilities, losses, costs, expenses, judgments, settlements, and attorneys' fees arising out of or relating to: (a) this Agreement, the Developer Contribution, the Nexus Analysis, the Project Mitigation Improvement, or the Foam-Capable Engine; (b) any challenge to the validity, legality, amount, use, nexus, proportionality, reasonableness, payment, collection, or refundability of the Developer Contribution or this Agreement; (c) the Project, the Project Site, or the storage, handling, transfer, transportation, release, threatened release, fire, explosion, or hazardous materials risks associated with the Project; or (d) Developer's breach of this Agreement or the acts, omissions, negligence, or willful misconduct of Developer or its officers, employees, agents, contractors, consultants, tenants, successors, or assigns.

Developer's duty to defend will arise immediately upon written tender by the District and will apply regardless of whether the claim is groundless, false, fraudulent, or ultimately unsuccessful. Developer will provide a defense through counsel reasonably acceptable to the District and will pay all reasonable attorneys' fees, expert and consultant fees, court costs, administrative costs, settlement amounts, judgments, and other defense costs incurred by the District. The District may participate in the defense with counsel of its own choosing at Developer's expense if the District reasonably determines that separate counsel is appropriate due to an actual or potential conflict of interest, Developer's failure to timely assume or diligently pursue the defense, or any circumstance that could impair the District's defense. Developer will not settle any claim in a manner that imposes any obligation on the District, admits liability by the District, limits the District's regulatory or emergency response authority, or fails to provide a full release of the District, without the District's prior written consent.

Developer's obligations under this Section will not apply to the extent finally determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District. Developer's obligations under this Section will survive termination or expiration of this Agreement.

22. Further Assurances.

Each Party will, at its own expense, perform all acts and execute all documents and instruments that may be reasonably necessary or convenient to carry out its obligations under this Agreement.

23. Entire Agreement.

This Agreement, including all Recitals and Exhibits hereto, sets forth the entire understanding of the Parties relating to the transactions it contemplates and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement. This Agreement may be amended only by a written instrument executed by all Parties.

24. Governing Law; Venue.

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California. Venue for any action arising out of or relating to this Agreement will lie in the Superior Court of the State of California, County of Stanislaus, or, if there is a federal jurisdiction, in the United States District Court for the Eastern District of California.

25. Severability.

If any provision of this Agreement is held invalid, void, or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Agreement will not be affected and will remain in full force and effect.

26. Notices.

Any notice to be given hereunder to any Party will be in writing and will be given by personal delivery, by registered or certified mail with return receipt requested, postage prepaid, by overnight courier service, or by electronic mail with confirmation of receipt. Notices will be effective upon service if delivered by personal delivery, the day following delivery by electronic mail or overnight courier service, and forty-eight (48) hours after deposit with the U.S. Postal Service if sent by registered or certified mail properly addressed and with sufficient postage affixed. Notices will be addressed and emailed as follows:

TO DISTRICT:

Stanislaus Consolidated Fire Protection
District
Attn: _____

Email: _____

TO DEVELOPER:

Attn: _____

Email: _____

27. Authority

Each Party represents and warrants that it has the full legal right, power, and authority to enter into this Agreement, that the person executing this Agreement on its behalf is duly authorized to do so, and that this Agreement is binding upon that Party and its successors and permitted assigns.

28. Counterparts; Electronic Signatures.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same instrument. Signatures may be delivered by facsimile transmission, electronic signature platform, or PDF sent by email, with original signatures to be delivered promptly thereafter if requested. In no event will any unexecuted draft of this Agreement create any obligation or liability, and this Agreement will be effective and binding only when a counterpart has been executed and delivered by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

DISTRICT

DEVELOPER

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT



By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
PROJECT DESCRIPTION

[To be attached.]

EXHIBIT B
PROJECT-SPECIFIC FIRE PROTECTION NEXUS AND PROPORTIONALITY
ANALYSIS

[To be attached.]

EXHIBIT C

FOAM-CAPABLE ENGINE COST ESTIMATE / SPECIFICATIONS

[To be attached.]

EXHIBIT D
FORM OF DISTRICT CERTIFICATE OF COMPLIANCE

[To be attached.]

Attachment A

Factual Nexus and Mitigation Fee Calculation for 884 Codoni Ave, Modesto, CA 95357 (Flash Point Energy)

1. Introduction

The purpose of this report is to establish the factual basis, operational nexus, and proportionality calculations supporting a \$600,000 mitigation fee for the proposed Flash Point Energy bulk propane transfer facility at 884 Codoni Ave, Modesto, CA 95357. This document details the specific equipment needed, the facility's unique hazard profile, and the mathematical allocation of costs between the applicant and the District to ensure the fee is legally defensible and strictly proportional to the burden created.

2. Hazard Profile & Equipment Requirements

The facility at 884 Codoni Ave will feature bulk American Society of Mechanical Engineers (ASME) storage tanks, rail towers, truck docks, and piping designed to handle approximately 500,000 gallons of bulk propane alongside regular rail car throughput. Due to the catastrophic threat posed by a potential Boiling Liquid Expanding Vapor Explosion (BLEVE) involving railcars and bulk storage, standard municipal structural firefighting apparatus is insufficient to manage an incident safely.

To adequately protect the public health and safety, the facility, and the surrounding area, the District must acquire specialized apparatus:

- **Required Apparatus:** One (1) new Type 1 Fire Engine equipped with enhanced foam capabilities.
- **Ancillary Equipment:** Special firefighter gear required for propane responses (*Itemized list and costs currently being finalized by Battalion Command and will be appended upon completion*).

3. Formal Equipment Procurement Cost Basis

To ground the mitigation fee in documented, real-world costs, the District has secured a formal procurement proposal from Hi-Tech Emergency Vehicle Service, Inc. (Oakdale, CA) dated June 9, 2026. The proposed apparatus is a modified San Jose Type-1 Build Specification pumper, featuring a Hi-Tech/Spartan Gladiator EMFD chassis, a 1500 GPM Type I pumper system, and a 450HP Cummins X10 engine.

The exact finalized cost breakdown from the manufacturer is as follows:

- Base Apparatus Cost (Pre-Tax): \$1,338,525.00

- Applicable Sales Tax (7.88%): \$105,475.77
- Standard Procurement Grand Total (No Pre-Pay): \$1,444,000.77
- Optimized Procurement Grand Total (100% Pre-Pay Option): \$1,400,848.77

4. Proportionality & Cost Allocation

Consistent with the District's Development Impact Fee (DIF) program, large or specialized commercial and industrial development requires special consideration on a project-by-project basis. The DIF program explicitly notes that an in-lieu mitigation agreement may be needed to adequately collect fees from development with unique considerations. The proposed project creates unique impacts to the District's existing facilities and equipment requiring such an agreement.

The District's DIF program is based on structural square footage. However, the on-site command structure at 884 Codoni Ave measures less than 1,000 square feet. Utilizing a standard square-footage formula would fail to mitigate the actual, severe hazard the 500,000-gallon propane volume introduces. Therefore, executed through a mitigation agreement, the fee is appropriately tied to the hazard capacity rather than structure size.

The applicant's mitigation fee has been established at a fixed \$600,000. This represents a highly conservative and defensible under-allocation of the true cost burden based on the facility distribution within the District:

- **Total Propane/Rail Facilities (2):** There are only two properties within the District's jurisdiction that require this highly specialized foam/Type 1 response capability (the Codoni Ave site and the pre-existing Riverbank¹ operation).
- **Theoretical Proportional Share (50%):** Because the specialized asset will split its response coverage equally between the two sites, a true 50% cost split of the finalized pumper invoice equals \$722,000.39 (under standard terms) or \$700,424.39 (under maximum pre-pay discount terms).
- **Actual Negotiated Settlement:** The District and property owner have negotiated the required contribution to fund the necessary equipment and apparatus. The negotiated \$600,000 fee represents only roughly 41.5% to 42.8% of the finalized equipment and

¹ The Riverbank property is an existing development which pre-dates the District's fire mitigation development impact fee program. As such, the District has no legal ability to impose any costs contemplated herein on the Riverbank property owner. The District will fund the remaining balance for the equipment through alternate funding sources.

apparatus acquisition cost. The District will absorb the remaining balance using unrestricted capital funds.

By accepting a fee below the calculated costs to purchase the equipment and apparatus necessary to mitigate the impacts of the proposed development the District has ensured it is not disproportionately burdening the property owner for their share of the costs.

5. Assessment Offset Verification

The District operates under a Proposition 218-approved assessment (passed in 2004) that funds general fire suppression.

- **Current Assessment Calculation:** Because the 2004 framework is based exclusively on the square footage of physical structures, the 884 Codoni Ave parcel is projected to generate only a minimal standard assessment of approximately \$100 per year.
- **No Double Allocation:** Legal review of the historical 2004 Proposition 218 assessment formation documents confirms that the existing structural assessment funds general, baseline fire suppression operations. It does not fund the procurement of specialized, hazard-specific capital equipment. Because the \$600,000 Reimbursement Agreement is strictly dedicated to mitigating the unique industrial hazard introduced by the bulk propane, the property is not being doubly assessed for the same service.

6. Conclusion

The manufacturer data and facility distribution calculations explicitly demonstrate that the \$600,000 fee is a conservative, fair, and legally compliant mitigation share for the massive industrial hazards introduced at 884 Codoni Ave.

Category	Existing Conditions (2026)	Projected Growth	Estimated Buildout (2050)
Population	220,048	103,900	323,948
Housing Units	78,627	38,500	117,127
Jobs	143,700	57,300	201,000

This projection represents approximately 47 percent population growth over the next 24 years, creating the potential for substantial increases in demand for fire protection and emergency response services throughout the region.

CITY REQUEST FOR DISTRICT RESPONSE:

The City has requested information from the District concerning the following operational areas:

1. Current staffing levels within the District.
2. Existing service level standards, deployment models, staffing ratios, or other operational performance measures.
3. Existing or future plans for expansion or relocation of fire stations that may serve the study area.
4. Existing plans to maintain adequate emergency response capabilities and response time objectives.
5. Current automatic aid or mutual aid agreements with neighboring agencies.
6. Whether future development through 2050 may require:
 - o New fire station construction
 - o Expansion of existing facilities
 - o Procurement of additional fire apparatus or specialized equipment
 - o Additional staffing to maintain acceptable emergency response performance

DISTRICT IMPACT CONSIDERATIONS:

Based on projected growth identified in the Modesto 2050 General Plan, future development may significantly affect regional fire protection resources.

Potential operational impacts may include:

Increased Emergency Call Volume

Population growth and new development will likely increase demand for:

- Emergency medical service responses
- Structure fire incidents
- Hazardous materials incidents
- Technical rescue incidents
- Commercial and industrial fire protection needs
- Wildland urban interface response demands

Infrastructure and Capital Requirements:

Long-term development may require future evaluation of capital improvements including:

- Construction of new fire stations in underserved growth areas
- Expansion or relocation of existing fire facilities
- Additional reserve apparatus capacity
- Purchase of new frontline suppression apparatus
- Specialized equipment supporting industrial and commercial development risks

Response Time Performance Standards:

Continued development and population density may create increased roadway congestion and longer travel times affecting emergency response performance.

Future growth could require:

- Additional deployment resources
- Strategic station placement adjustments
- Increased staffing levels
- Expanded emergency medical response capacity

The District's ongoing **Standards of Coverage Study** may assist in identifying future deployment requirements.

Regional System Impacts:

The District currently operates within a regional cooperative fire service delivery system involving automatic aid and mutual aid agreements with neighboring agencies.

Substantial growth within the City of Modesto may place additional pressure on shared regional resources and increase concurrent incident demand.

Future planning may require evaluation of whether current regional resource-sharing agreements remain sustainable under projected development levels.

CEQA ENVIRONMENTAL REVIEW CONSIDERATIONS:

Under CEQA, the Environmental Impact Report must evaluate whether implementation of the General Plan will create:

Substantial adverse physical impacts associated with the need for new or altered governmental facilities required to maintain acceptable service ratios, response times, or other operational performance standards.

For fire protection services, this analysis may include evaluating whether projected growth requires:

- Construction of new fire stations
- Additional fire suppression staffing
- Additional emergency apparatus
- Expansion of support infrastructure
- Additional mitigation measures associated with future development

Any formal comments submitted by the District may become part of the official environmental record and may influence future mitigation measures included within the final Environmental Impact Report.

BOARD DISCUSSION:

The Board may wish to discuss the following considerations:

- Whether projected development under the Modesto 2050 General Plan may create long-term impacts to District operations.
- Whether future growth may require additional fire stations, apparatus, staffing, or infrastructure investments.
- Whether the District should submit formal comments identifying potential fire service impacts associated with future development.
- Whether comments should request future mitigation measures to offset fire protection service demands created by development.
- Whether additional coordination with the City of Modesto is necessary as the Environmental Impact Report moves forward.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this discussion item.

Future development projections identified within the General Plan may create long-term fiscal impacts related to staffing, apparatus replacement, infrastructure expansion, and operational service demands.

ATTACHMENTS:

1. City of Modesto Request for Fire Protection Services Information
2. Notice of Preparation – Modesto 2050 General Plan Environmental Impact Report
3. Environmental Impact Report Study Area Maps
4. Population and Growth Projections Through 2050

Jessica Sousa

From: Cody Jackson <cody.jackson@flashpointep.com>
Sent: Tuesday, July 7, 2026 2:06 PM
To: Admin; Clinton Bray
Cc: Chris Cox; Cameron Harris
Subject: Regarding: Consideration of Fire Service Mitigation and Reimbursement Agreement for Proposed Flashpoint Energy Propane Rail Transfer and Storage Facility - (pages 68-91 of 7/8/26 agenda packet)

Follow Up Flag: Follow up
Flag Status: Flagged



Caution: External (cody.jackson@flashpointep.com)



First-Time Sender [Details](#)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [Quarantine](#) [Allow & Block](#)

President Rivers and Members of the Board,

Flashpoint Energy Partners appreciates the opportunity to respond to the July 8, 2026 staff memo regarding the proposed Fire Service Mitigation and Reimbursement Agreement for our facility at 884 Codoni Ave. We want to correct the record on point one and request more information on point two before the Board convenes on July 8, 2026.

1. Correction to the negotiating history - The memo states that District staff and Flashpoint "initially established a mitigation contribution target of \$600,000." That is not accurate, Chief Bray presented \$600,000 to Flashpoint in an email dated June 29, 2026 which is the first instance officially communicating what the proposed contribution would be. Flashpoint never agreed to that figure and furthermore verbally agreed during a July 1, 2026 conference call with Chief Bray to hold off formally responding with a counteroffer until after Chief Bray was able to discuss internally what the options were. During the July 1 conference call it was conveyed that Flashpoint was willing to contribute in the range of \$300,000-\$400,000. The record should reflect the status of the negotiation as — an opening position and a pending counter — not as an agreed number that Flashpoint is now walking back.

2. Request for underlying documentation - We are requesting and would like the chance to review the following documents before the Board acts on the DIF Analysis:

- The Hi-Tech Emergency Vehicle Service procurement proposal referenced in the memo
- More info on the methodology supporting the 50/50 cost allocation between the Riverbank facility and our Codoni Ave. facility

Flashpoint is agreeable to entering into an Agreement voluntarily, in lieu of pursuing standard permitting, and remains willing to contribute meaningfully toward District equipment needs. Our position remains

\$300,000-\$400,000, which was verbally communicated to Chief Bray, reflecting what we believe is more appropriate for our facility and its proportional share.

Independent of the dollar figure, Flashpoint is prepared to work with the land owner to record a permanent operational covenant against the Codoni Ave. property, running with the portion of the developed parcel and surviving any future change in ownership or operator that would include:

- Current CUPA Hazardous Materials Business Plan on file at all times
- Minimum liability coverage of \$15M per incident / \$15M aggregate, including pollution coverage, or successor coverage at not less than these amounts
- 30-day written notice to SCFPD of any change in operator or ownership
- Annual emergency response plan filed with SCFPD

We believe this addresses the District's stated concern regarding future operator competency and oversight continuity in a way a one-time fee does not.

We'd ask the Board to table a final vote on Alternative Options 1 or 2 until the documentation requested above has been reviewed and welcome the opportunity to discuss this directly with the Board or staff.

Regards,

Cody Jackson
EVP of Operations
Flashpoint Energy Partners, LLC
214-226-6328
Flashpointep.com

Sign up for the [Propane Buzz](#)



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: President Rivers and Members of the Board of Directors
FROM: Clint Bray, Deputy Fire Chief
SUBJECT: City of Modesto; Modesto 2050 General Plan Update Environmental Impact Report – Consideration and Provide Direction to Staff on Potential District Comment Letter
DATE: July 8, 2026

ISSUE:

The City of Modesto has initiated preparation of the Modesto 2050 General Plan Update and associated Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Protection Agency California Environmental Quality Act (CEQA).

As part of the environmental review process, the City has formally requested input from the Stanislaus Consolidated Fire Protection District regarding existing fire protection services, operational capacity, and the potential impacts future development may have on fire protection service delivery through the year 2050.

This item is presented for Board discussion and possible direction regarding whether the District should submit formal comments concerning fire service impacts associated with the proposed General Plan update.

BACKGROUND:

The City of Modesto is conducting a comprehensive update to its General Plan, referred to as Modesto 2050, which will guide land use planning, infrastructure development, transportation systems, economic development, environmental policy, and community growth through the year 2050. Additional project information is available at [Modesto 2050 General Plan Update](#).

On June 26, 2026, the City issued a Notice of Preparation (NOP) announcing its intent to prepare a program-level Environmental Impact Report evaluating long-term environmental impacts associated with future development permitted under the updated General Plan.

The City is seeking comments from public agencies whose services may be impacted by projected growth and development.

The comment period for public agencies closes on July 27, 2026.

PROJECTED GROWTH THROUGH 2050:

The General Plan Update identifies substantial long-term population and development growth within the Environmental Impact Report study area.

Proposed Growth Projections

Category	Existing Conditions (2026)	Projected Growth	Estimated Buildout (2050)
Population	220,048	103,900	323,948
Housing Units	78,627	38,500	117,127
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5. Current automatic aid or mutual aid agreements with neighboring agencies.
6. Whether future development through 2050 may require:
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 - o Procurement of additional fire apparatus or specialized equipment
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- Additional fire suppression staffing
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- Expansion of support infrastructure
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- Whether the District should submit formal comments identifying potential fire service impacts associated with future development.
- Whether comments should request future mitigation measures to offset fire protection service demands created by development.
- Whether additional coordination with the City of Modesto is necessary as the Environmental Impact Report moves forward.

FISCAL IMPACT:

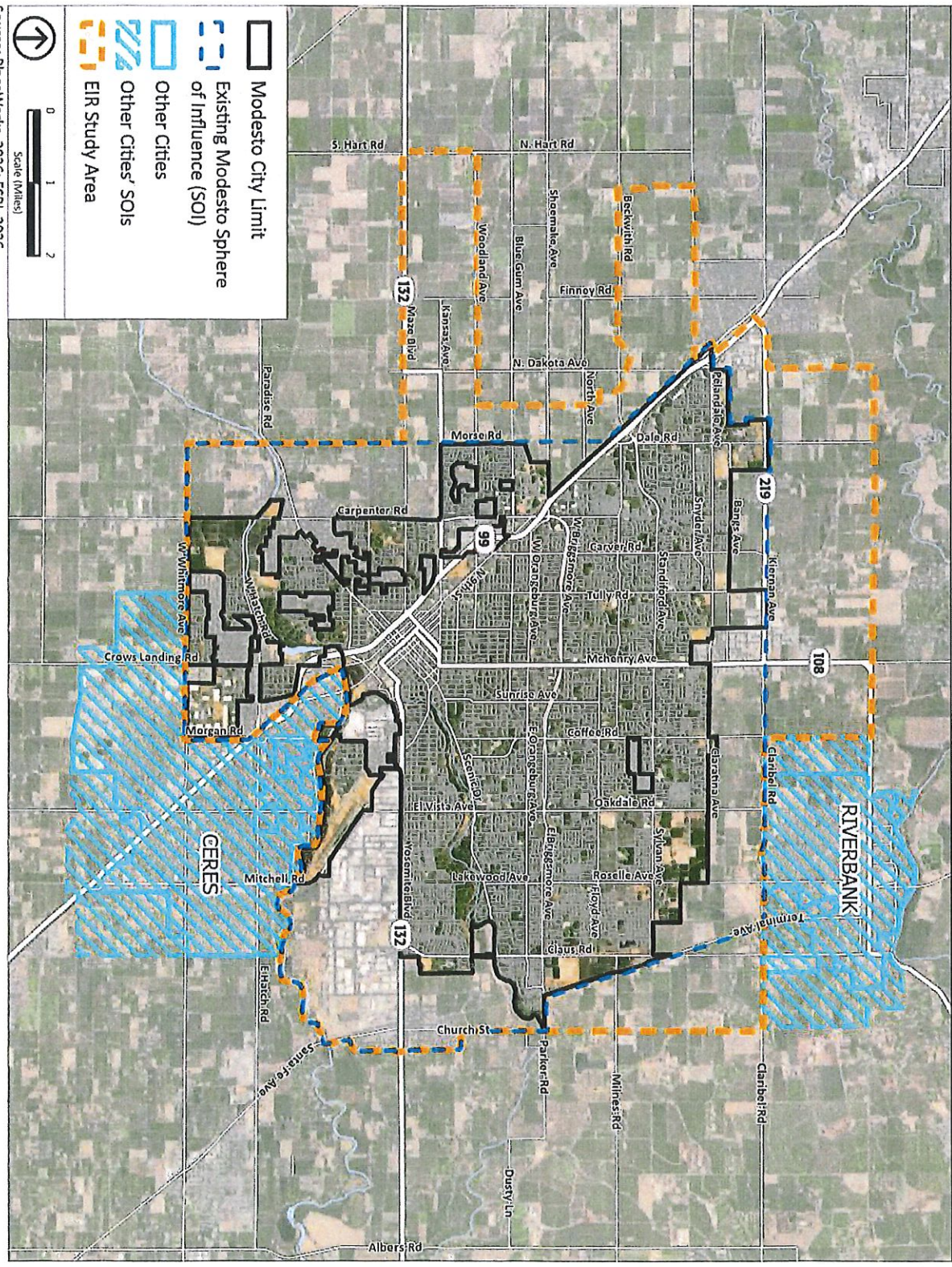
There is no immediate fiscal impact associated with this discussion item.

Future development projections identified within the General Plan may create long-term fiscal impacts related to staffing, apparatus replacement, infrastructure expansion, and operational service demands.

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4. Population and Growth Projections Through 2050

MODESTO 2050 GENERAL PLAN UPDATE
CITY OF MODESTO
NOTICE OF PREPARATION

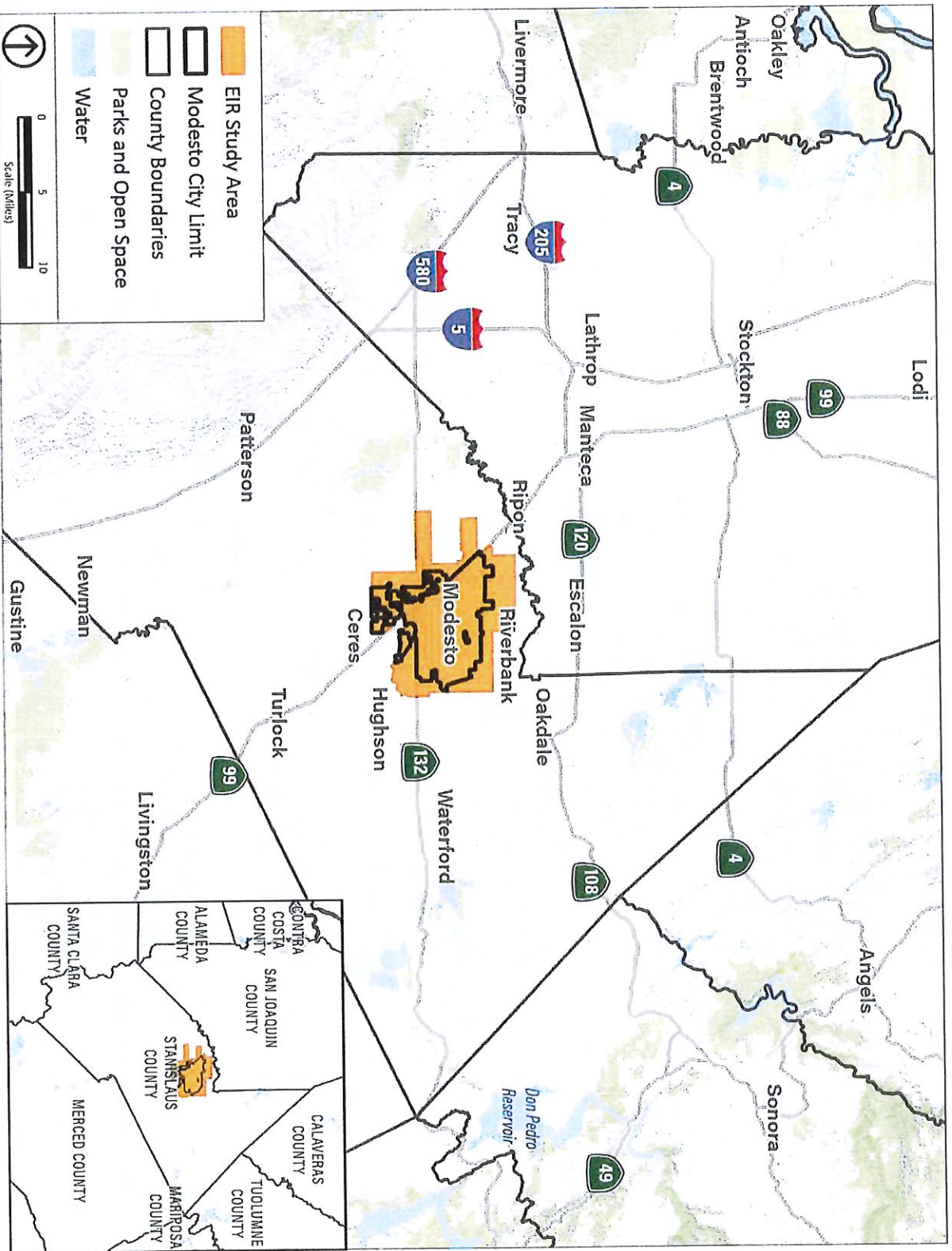


Source: PlaceWorks, 2026; ESRI, 2026

Figure 2
EIR Study Area

MODESTO 2050 GENERAL PLAN UPDATE
CITY OF MODESTO

NOTICE OF PREPARATION



Source: PlaceWorks, 2026; ESRI, 2026

Figure 1
Modesto Regional and Vicinity Map



Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
www.scfpd.us

STAFF REPORT

TO: President Rivers and Members of the Board of Directors
FROM: Captain Tim Johnson, Training Officer
SUBJECT: June Training Report
DATE: July 1, 2026

Completed Training for June

•Total Hours of Training – 1,191

June Training

- Probationary Firefighters and their crews are working hard on their probationary task books.
- MST training staff have been working on repairs and facility maintenance at Station 17.
- Probationary Firefighters have been reviewing SCFPD and MST policy and procedures. The policies have been assigned to them on Vector Solutions.

Topic	Hours	Topic	Hours
Policy Review	332	EMS	76
Annual Mandated Training	34	Fire Prevention	24
Blue Sheet Review and Memos	144	Hose Operations	60
Arson Training (Eng. Green)	85	Forcible Entry Training	30
Boat Operations	18	Wildland Training	126
Driver Training	109	Technical Rescue	58
Emergency Operations	187	Reportable Cal-JAC Hours	431

Upcoming July Training

- MST Quarterly EMS Training will take place at the RFTC. The topics for this quarter are Emergency Childbirth and Neonatal Resuscitation for EMTs, and Push Dose Epi mixture & Needle Decompression for our Paramedics.
- Probationary Firefighters and their crews will be working hard to prepare for their upcoming probationary test that is in August.



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www.scfpd.us

Staff Report

TO: President Rivers and Members of the SCFPD Board of Directors
FROM: Jessica Sousa, Fire Prevention
SUBJECT: June Fire Prevention Report
DATE: July 8, 2026

Fire Prevention Inspections

Attached are the statistics of the Fire Prevention staff activities for the month of June. Fire Prevention staff continue to conduct plan reviews of new construction projects and inspections throughout the district specifically Crossroads West Commercial property and upcoming subdivisions in Riverbank and Waterford.

Other Activities

- Inspector Sansing and Station 26 hosted the Meet and Greet with City Council Member Cindy Fossi.
- Inspector Sansing completed Inspections for the 2026 Fourth of July Fireworks Sales Booths.

SCFPD Inspection Totals	
Category	Total
Residential Hydro/Visual	19
Residential Final	14
Commercial Hydro/ Visual/Kicker Set	6
Commercial Fire Sprinkler Final	1
Commercial Fire Alarm Final	3
County Sign Off	2
Fire Access/ Site Visit/ Event Permit	3
Fire Flow	0
Business License Sign Off	1
Knox Box Placement	4
Fireworks Booth Inspection	18
Total Inspections	71

Permits Requested by City	
City	Total
Riverbank	
Residential	5
Commercial	5
Waterford	
Residential	4
Commercial	0
Modesto	
Residential	1
Commercial	2
Fireworks Booth Permit	18
Total Permits	35



SSL Monthly Board Report (Incident)

FIRE S TATION / SHIFT	FIRE	HAZAR DOUS SITUAT ION	MEDIC AL	PUBLIC SERVIC E	RESCU E	NO EM ERGEN CY	LAW E NFORC EMENT SUPPO RT	(NULL)	TOTAL
Station 21	22	3	165	8	0	37	0	0	235
A	7	0	46	3	0	9	0	0	65
B	4	1	67	3	0	18	0	0	93
C	11	2	52	2	0	10	0	0	77
Station 22	1	5	65	14	3	14	1	1	104
A	0	2	18	6	3	5	1	0	35
B	0	2	21	6	0	3	0	0	32
C	1	1	26	2	0	6	0	1	37
Station 23	15	7	19	2	3	9	0	1	56
A	2	3	5	1	2	6	0	0	19
B	8	1	4	0	1	2	0	1	17
C	5	3	10	1	0	1	0	0	20
Station 26	10	3	122	11	3	39	1	1	190
A	1	2	47	6	3	9	0	0	68
B	4	0	42	1	0	16	1	1	65
C	5	1	33	4	0	14	0	0	57
Station 24	6	2	45	7	1	17	0	11	89
A	3	0	14	4	0	8	0	4	33
B	1	0	18	0	0	4	0	5	28
C	2	2	13	3	1	5	0	2	28

SSL Monthly Board Report (Incident)

Stanislaus Consolidated FPD CA

Address: Riverbank, CA, 95367



FIRE S TATION / SHIFT	FIRE	HAZAR DOUS SITUATION	MEDIC AL	PUBLIC SERVIC E	RESCU E	NO EM ERGEN CY	LAW E NFORC EMENT SUPPO RT	(NULL)	TOTAL
Total	54	20	416	42	10	116	2	14	674

Description: Incident Summary for the previous month

Criteria: Fire Station in (Station 21, Station 22, Station 23, Station 24, Station 26) AND Dispatch Notified Date/Time from 2026-06-01 00:00:00 to 2026-07-01 00:00:00