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

AGENDA

Wednesday, August 12, 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 posted 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) – July 2026

Recommendation: Accept by Consent Action

Item 9.B: Acceptance of Financial Reports – July 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: Approval of Dry Period Funding Letter.

Recommendation: The Board approve the Dry Period Funding Letter request to Stanislaus County for FY 2026-27 and authorize the Fire Chief to submit the letter on the behalf of the District.

Item 12.B: Opening of Sealed Bids and Award Surplus Vehicle Sales

Recommendation: Open the sealed bids received for the sale of the following surplus District vehicles and award each vehicle to the highest responsive bidder meeting or exceeding the previously approved minimum bid amount, reject any bid that does not meet the minimum bid requirement or, if no responsive bids are received, retain the unsold vehicle(s) for future disposal or sale as directed by the Board:

- 1999 E-One / Type III Engine (Former Brush 23)
- 2002 Chevrolet Tahoe (Red)
- 2008 Chevrolet Silverado LS Crewcab (Former Training Pickup)

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

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

Item 12.D: Consideration of the Purchase of New Type 6 Wildland Fire Engine

Recommendation: The Board approve the purchase of one (1) Type 6 Wildland Fire Engine in an amount not to exceed $242,718.75, utilizing available Capital Improvement Funds, and authorize the Fire Chief to execute all documents necessary to complete the purchase.

Item 12.E: Battalion Chief Memorandum of Understanding (MOU) – Review and consider approving the Battalion Chief MOU.

Recommendation: The board consider approving the Battalion Chief Memorandum of Understanding.

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

No closed session Items.

15. RETURN TO OPEN SESSION

16. CLOSED SESSION REPORT

17. ADJOURNMENT

The next regularly scheduled meeting of the SCFPD Board of Directors is September 9, 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: August 9, 2026, Time: 12:00 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: 07/01/2026 - 07/31/2026

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						
00064	Ayera Technologies, Inc	07/02/2026	Regular	0.00	594.00	12551
00089	BLD Consulting	07/02/2026	Regular	0.00	5,300.00	12552
00104	C.A.P.F.	07/02/2026	Regular	0.00	1,742.00	12553
00122	Capitol Public Finance Group	07/02/2026	Regular	0.00	12,805.90	12554
00723	Central Ca. Finish Carpentry	07/02/2026	Regular	0.00	350.00	12555
00181	Deep Clean Crew	07/02/2026	Regular	0.00	385.00	12556
00302	Hunt & Sons LLC	07/02/2026	Regular	0.00	3,132.44	12557
00364	La Grange Improvement Assoc	07/02/2026	Regular	0.00	1,200.00	12558
00391	Mail Depot	07/02/2026	Regular	0.00	14.31	12559
00430	Motorola Solutions	07/02/2026	Regular	0.00	1,476.90	12560
00441	Neal, Charles E.	07/02/2026	Regular	0.00	100.00	12561
00450	O'Reilly Auto Parts	07/02/2026	Regular	0.00	122.77	12562
00724	Pharma Link	07/02/2026	Regular	0.00	398.00	12563
00513	Richard Murdock	07/02/2026	Regular	0.00	100.00	12564
00550	Signs by Randy	07/02/2026	Regular	0.00	2,186.34	12565
00568	Stanfield, Steven	07/02/2026	Regular	0.00	100.00	12566
00572	Stanislaus County Auditor-Controller	07/02/2026	Regular	0.00	48,768.00	12567
00574	Stanislaus County EMS Agency	07/02/2026	Regular	0.00	93.00	12568
00593	Stryker	07/02/2026	Regular	0.00	1,098.32	12569
00655	Waterford Farm Supply, Inc.	07/02/2026	Regular	0.00	21.56	12570
00725	Firefighters Burn Institute	07/02/2026	Regular	0.00	125.00	12571
00196	Distinctive Recognition	07/02/2026	Regular	0.00	13,251.44	12572
00119	CalPERS Online	07/16/2026	Bank Draft	0.00	47.43	DFT0000379
00119	CalPERS Online	07/16/2026	Bank Draft	0.00	2.79	DFT0000380
00119	CalPERS Online	07/16/2026	Bank Draft	0.00	63,459.46	DFT0000385
00584	Stericycle, Inc. Autopay	07/01/2026	Bank Draft	0.00	493.41	DFT0000391
00584	Stericycle, Inc. Autopay	07/01/2026	Bank Draft	0.00	493.76	DFT0000394
00691	California Schools VEBA	07/02/2026	Bank Draft	0.00	80,099.00	DFT0000406
00154	Coby Bryant	07/02/2026	Bank Draft	0.00	97.09	DFT0000407
00363	L.N. Curtis & Sons	07/02/2026	Bank Draft	0.00	787.53	DFT0000408
00478	PG&E Online	07/02/2026	Bank Draft	0.00	3,123.63	DFT0000409
00677	Willdan Financial Services EFT	07/07/2026	Bank Draft	0.00	3,239.25	DFT0000415
00082	Bernardi, Greg EFT	07/02/2026	Bank Draft	0.00	100.00	DFT0000416
00520	Rivers, Brandon EFT	07/02/2026	Bank Draft	0.00	100.00	DFT0000417
00101	Bussell, Rick EFT	07/13/2026	Bank Draft	0.00	608.33	DFT0000418
00496	Quinones, Peter EFT	07/13/2026	Bank Draft	0.00	750.00	DFT0000419
00700	Eric DeHart	07/13/2026	Bank Draft	0.00	691.66	DFT0000420
00297	Henriquez, Nelson EFT	07/13/2026	Bank Draft	0.00	790.00	DFT0000421
00021	AFLAC Online	07/10/2026	Bank Draft	0.00	67.10	DFT0000424
00021	AFLAC Online	07/10/2026	Bank Draft	0.00	314.52	DFT0000425
00712	CA State Disbursement Unit	07/10/2026	Bank Draft	0.00	588.46	DFT0000426
00570	Stanislaus Consolidated Firefighters Unio	07/10/2026	Bank Draft	0.00	3,245.52	DFT0000427
00710	IRS	07/10/2026	Bank Draft	0.00	8,338.70	DFT0000429
00711	State of CA	07/10/2026	Bank Draft	0.00	14,723.75	DFT0000430
00710	IRS	07/10/2026	Bank Draft	0.00	33,202.60	DFT0000431
00698	Valic	07/06/2026	Bank Draft	0.00	6,445.25	DFT0000432
00687	Megan Ellyson	07/10/2026	Bank Draft	0.00	4,823.82	DFT0000433
00625	Turlock Scavenger Autopay	07/10/2026	Bank Draft	0.00	136.65	DFT0000434
00148	City of Riverbank Autopay	07/08/2026	Bank Draft	0.00	455.60	DFT0000435
00148	City of Riverbank Autopay	07/08/2026	Bank Draft	0.00	244.38	DFT0000436
00264	Gilton Solid Waste Management, Inc.	07/15/2026	Bank Draft	0.00	409.88	DFT0000437
00412	Mid Valley IT Online	07/12/2026	Bank Draft	0.00	7,110.44	DFT0000438
00710	IRS	07/24/2026	Bank Draft	0.00	108.14	DFT0000461
00711	State of CA	07/24/2026	Bank Draft	0.00	201.42	DFT0000462

My Check Report Date Range: 07/01/2026 - 07/31/2026

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00710	IRS		07/24/2026	Bank Draft	0.00	402.85	DFT0000463
00021	AFLAC	Online	07/24/2026	Bank Draft	0.00	67.10	DFT0000471
00021	AFLAC	Online	07/24/2026	Bank Draft	0.00	314.52	DFT0000472
00712	CA State Disbursement Unit		07/24/2026	Bank Draft	0.00	588.46	DFT0000473
00570	Stanislaus Consolidated Firefighters Unio		07/24/2026	Bank Draft	0.00	3,178.78	DFT0000474
00710	IRS		07/24/2026	Bank Draft	0.00	8,670.98	DFT0000476
00711	State of CA		07/24/2026	Bank Draft	0.00	16,227.07	DFT0000477
00710	IRS		07/24/2026	Bank Draft	0.00	34,587.51	DFT0000478
00175	CVRMT		07/23/2026	Bank Draft	0.00	10,000.00	DFT0000480
00698	Valic		07/23/2026	Bank Draft	0.00	6,345.25	DFT0000481
00175	CVRMT		07/23/2026	Bank Draft	0.00	200.00	DFT0000482
00082	Bernardi, Greg	EFT	07/23/2026	Bank Draft	0.00	100.00	DFT0000485
00520	Rivers, Brandon	EFT	07/23/2026	Bank Draft	0.00	100.00	DFT0000486
00083	Best Best & Krieger		07/23/2026	Bank Draft	0.00	653.40	DFT0000487
00083	Best Best & Krieger		07/23/2026	Bank Draft	0.00	5,009.40	DFT0000488
00083	Best Best & Krieger		07/23/2026	Bank Draft	0.00	6,939.30	DFT0000489
00255	FRMS Fire Risk Management Services		07/23/2026	Bank Draft	0.00	23,874.61	DFT0000490
00335	Jocelyn Roland, Ph. D.,ABPP		07/23/2026	Bank Draft	0.00	1,000.00	DFT0000491
00046	Andy Heath Financial Services		07/23/2026	Bank Draft	0.00	3,625.00	DFT0000492
00641	Valvoline Instant Oil Change		07/18/2026	Bank Draft	0.00	148.82	DFT0000493
00478	PG&E	Online	07/23/2026	Bank Draft	0.00	4,325.34	DFT0000494
00411	MID		07/20/2026	Bank Draft	0.00	3,333.45	DFT0000495
00322	Intuit Quickbooks		07/25/2026	Bank Draft	0.00	275.00	DFT0000496
00145	City of Modesto- Utilities	Autopay	07/27/2026	Bank Draft	0.00	133.38	DFT0000497
00145	City of Modesto- Utilities	Autopay	07/27/2026	Bank Draft	0.00	118.08	DFT0000498
00143	City Of Modesto- Admin	Autopay	07/26/2026	Bank Draft	0.00	34,489.18	DFT0000499
00119	CalPERS	Online	07/16/2026	Bank Draft	0.00	381.61	DFT0000503
00643	Verizon Wireless		07/05/2026	Bank Draft	0.00	2,396.28	DFT0000524

Bank Code AP BANK - GEN FUND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	22	0.00	93,364.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	63	60	0.00	402,784.94
EFT's	0	0	0.00	0.00
	92	**82**	**0.00**	**496,149.92**

Bank Accounts & Cash Accounts
Stanislaus Consolidated Fire Protection District
As of July 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Restricted Funds- Tri Counties	
CEQA - Waterford (2371)	80,191.27
CEQA- Riverbank (2346)	875,009.72
Dev Fee Riverbank (2383)	154,930.94
Dev Fee- Waterford (2395)	5,728.30
Dev Fee-Riverbank/Waterford (2401)	458,619.18
Total for Restricted Funds- Tri Counties	**$1,574,479.41**
Stanislaus County cash accounts	
7271 SCFPD General fund	7,707,786.40
7273 Development Fees - Riverbank	67,671.95
7274 CEQA - Riverbank	$0.00
7276 Development - Waterford/Hickman	133,365.26
7277 CEQA - Waterford/Hickman	0.00
Total for Stanislaus County cash accounts	**$7,908,823.61**
Tri Counties Bank	
General Checking (2954)	1,126,488.67
Total for Bank Accounts	**$10,609,791.69**

SCFPD

Budget Report

Account Summary

For Fiscal: 2026-2027 Period Ending: 07/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - General Fund							
Category: 42 - Use of Money & Property							
10-42500	Cell Tower Rent	0.00	0.00	1,512.84	1,512.84	1,512.84	0.00 %
	Category: 42 - Use of Money & Property Total:	**0.00**	**0.00**	**1,512.84**	**1,512.84**	**1,512.84**	**0.00%**
Category: 44 - Charges for Services							
10-44050	Prevention - Plan Reviews	0.00	0.00	-3,172.50	-3,172.50	-3,172.50	0.00 %
10-44052	Prevention - Plan Reviews - Riverba...	0.00	0.00	136.06	136.06	136.06	0.00 %
10-44053	Prevention - Plan Reviews - Waterfo...	0.00	0.00	2,315.32	2,315.32	2,315.32	0.00 %
10-44100	Incident Reports	0.00	0.00	25.30	25.30	25.30	0.00 %
	Category: 44 - Charges for Services Total:	**0.00**	**0.00**	**-695.82**	**-695.82**	**-695.82**	**0.00%**
Category: 45 - Other Revenues							
10-45000	Workers Compensation Reimburse...	0.00	0.00	5,708.04	5,708.04	5,708.04	0.00 %
10-45020	Retiree Medical Reimbursement	0.00	0.00	1,768.00	1,768.00	1,768.00	0.00 %
10-45120	Other Revenue	0.00	0.00	1.00	1.00	1.00	0.00 %
	Category: 45 - Other Revenues Total:	**0.00**	**0.00**	**7,477.04**	**7,477.04**	**7,477.04**	**0.00%**
Category: 50 - Pesonnel Services							
10-000-50000	Salaries & Wages	0.00	0.00	426,631.15	426,631.15	-426,631.15	0.00 %
10-000-50020	Bilingual Pay	0.00	0.00	138.48	138.48	-138.48	0.00 %
10-000-50030	Education Pay	0.00	0.00	7,625.41	7,625.41	-7,625.41	0.00 %
10-000-50040	HazMat Pay	0.00	0.00	80.76	80.76	-80.76	0.00 %
10-000-50100	Overtime	0.00	0.00	133,082.66	133,082.66	-133,082.66	0.00 %
10-000-50110	FLSA Overtime	0.00	0.00	10,661.76	10,661.76	-10,661.76	0.00 %
10-000-50200	Medical In Lieu Pay	0.00	0.00	15,902.77	15,902.77	-15,902.77	0.00 %
10-000-50220	Uniform Allowance	0.00	0.00	4,076.76	4,076.76	-4,076.76	0.00 %
10-000-50300	CalPERS ER - Safety	0.00	0.00	73,834.06	73,834.06	-73,834.06	0.00 %
10-000-50310	CalPERS ER - Miscellaneous	0.00	0.00	1,468.57	1,468.57	-1,468.57	0.00 %
10-000-50320	CalPERS UAL - Safety	0.00	0.00	813,900.00	813,900.00	-813,900.00	0.00 %
10-000-50325	CalPERS UAL - Misc.	0.00	0.00	23,857.00	23,857.00	-23,857.00	0.00 %
10-000-50400	Medical Insurance	0.00	0.00	23,874.61	23,874.61	-23,874.61	0.00 %
10-000-50410	Vision Insurance	0.00	0.00	996.33	996.33	-996.33	0.00 %
10-000-50420	Dental Insurance	0.00	0.00	5,957.52	5,957.52	-5,957.52	0.00 %
10-000-50430	Life Insurance	0.00	0.00	988.00	988.00	-988.00	0.00 %
10-000-50440	LTD Insurance	0.00	0.00	3,068.00	3,068.00	-3,068.00	0.00 %
10-000-50450	Voluntary Life Insurance	0.00	0.00	43.50	43.50	-43.50	0.00 %
10-000-50460	Central Valley Retiree Medical Trust	0.00	0.00	10,200.00	10,200.00	-10,200.00	0.00 %
10-000-50470	Retiree Group Insurance	0.00	0.00	3,248.26	3,248.26	-3,248.26	0.00 %
10-000-50480	Group Term Life Insurance	0.00	0.00	470.71	470.71	-470.71	0.00 %
10-000-50500	FICA / Medicare	0.00	0.00	8,558.91	8,558.91	-8,558.91	0.00 %
10-000-50600	Worker's Compensation	0.00	0.00	90,635.75	90,635.75	-90,635.75	0.00 %
	Category: 50 - Pesonnel Services Total:	**0.00**	**0.00**	**1,659,300.97**	**1,659,300.97**	**-1,659,300.97**	**0.00%**
Category: 60 - Materials & Supplies							
10-000-60500	Station Supplies	0.00	0.00	550.02	550.02	-550.02	0.00 %
10-000-60510	Bottled Water	0.00	0.00	64.73	64.73	-64.73	0.00 %
10-000-60540	Household Expenditures - Other	0.00	0.00	540.00	540.00	-540.00	0.00 %
10-000-60600	Fiduciary / Liability Insurance	0.00	0.00	65,605.67	65,605.67	-65,605.67	0.00 %
10-000-60705	04-03 SSLE23 Pierce Type 1	0.00	0.00	610.45	610.45	-610.45	0.00 %
10-000-60714	11-02 SSLB24 Int. Type 3	0.00	0.00	191.94	191.94	-191.94	0.00 %
10-000-60716	13-01 SSLQ22 Pierce Quint	0.00	0.00	38.96	38.96	-38.96	0.00 %
10-000-60725	24-01 FIU Tahoe	0.00	0.00	288.71	288.71	-288.71	0.00 %
10-000-60738	25-02 B23 Type III HME	0.00	0.00	2,225.36	2,225.36	-2,225.36	0.00 %
10-000-60830	Fitness Equipment Maintenance	0.00	0.00	300.00	300.00	-300.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10-000-61000	Medical Supplies	0.00	0.00	1,176.44	1,176.44	-1,176.44	0.00 %
10-000-61010	Paramedic Program	0.00	0.00	5,073.82	5,073.82	-5,073.82	0.00 %
10-000-61220	Board Member Meeting Allowance	0.00	0.00	500.00	500.00	-500.00	0.00 %
10-000-61320	Postage	0.00	0.00	14.31	14.31	-14.31	0.00 %
10-000-61400	Professional Services	0.00	0.00	7,289.33	7,289.33	-7,289.33	0.00 %
10-000-61405	Administrative Contract (Modesto)	0.00	0.00	68,978.36	68,978.36	-68,978.36	0.00 %
10-000-61410	Accounting / Auditing	0.00	0.00	33,457.00	33,457.00	-33,457.00	0.00 %
10-000-61430	Legal / Attorney	0.00	0.00	12,747.30	12,747.30	-12,747.30	0.00 %
10-000-61450	IT Services Contract	0.00	0.00	7,108.68	7,108.68	-7,108.68	0.00 %
10-000-61470	Background / Pre-Employment	0.00	0.00	1,000.00	1,000.00	-1,000.00	0.00 %
10-000-61496	Consultant Services	0.00	0.00	16,012.15	16,012.15	-16,012.15	0.00 %
10-000-61498	Stremline Automation Systems	0.00	0.00	3,206.50	3,206.50	-3,206.50	0.00 %
10-000-61620	Postage	0.00	0.00	96.52	96.52	-96.52	0.00 %
10-000-61670	Station 25 Lease Payment	0.00	0.00	1,200.00	1,200.00	-1,200.00	0.00 %
10-000-62000	Fuel & Oil	0.00	0.00	9,198.47	9,198.47	-9,198.47	0.00 %
10-000-64020	MDC / T-1 Lines / Phones	0.00	0.00	6,464.61	6,464.61	-6,464.61	0.00 %
10-000-64030	Wireless Internet	0.00	0.00	594.00	594.00	-594.00	0.00 %
10-000-65300	GIS Sofrware - Parcel Info Fees	0.00	0.00	12,915.00	12,915.00	-12,915.00	0.00 %
10-000-65800	Sales Tax	0.00	0.00	81.44	81.44	-81.44	0.00 %
10-000-69020	Special Department Expenditures	0.00	0.00	218.00	218.00	-218.00	0.00 %
10-200-60920	Building Mtc - HQ Office	0.00	0.00	385.00	385.00	-385.00	0.00 %
10-200-62100	Electricity	0.00	0.00	1,382.49	1,382.49	-1,382.49	0.00 %
10-200-62110	Natural Gas	0.00	0.00	50.37	50.37	-50.37	0.00 %
10-200-62120	Water & Sewer	0.00	0.00	244.38	244.38	-244.38	0.00 %
10-210-62120	Water & Sewer	0.00	0.00	118.08	118.08	-118.08	0.00 %
10-220-60922	Building Mtc - Station 22	0.00	0.00	7,671.92	7,671.92	-7,671.92	0.00 %
10-220-62110	Natural Gas	0.00	0.00	55.33	55.33	-55.33	0.00 %
10-220-62120	Water & Sewer	0.00	0.00	133.38	133.38	-133.38	0.00 %
10-230-60923	Building Mtc - Station 23	0.00	0.00	670.18	670.18	-670.18	0.00 %
10-230-62100	Electricity	0.00	0.00	569.35	569.35	-569.35	0.00 %
10-230-62110	Natural Gas	0.00	0.00	61.00	61.00	-61.00	0.00 %
10-240-60924	Building Mtc - Station 24	0.00	0.00	37.30	37.30	-37.30	0.00 %
10-240-62100	Electricity	0.00	0.00	2,053.71	2,053.71	-2,053.71	0.00 %
10-240-62110	Natural Gas	0.00	0.00	116.43	116.43	-116.43	0.00 %
10-240-62120	Water & Sewer	0.00	0.00	348.31	348.31	-348.31	0.00 %
10-260-62100	Electricity	0.00	0.00	3,270.43	3,270.43	-3,270.43	0.00 %
10-260-62110	Natural Gas	0.00	0.00	99.68	99.68	-99.68	0.00 %
10-260-62120	Water & Sewer	0.00	0.00	455.60	455.60	-455.60	0.00 %
	Category: 60 - Materials & Supplies Total:	**0.00**	**0.00**	**275,470.71**	**275,470.71**	**-275,470.71**	**0.00%**
Category: 70 - Capital & Outlay							
10-000-71200	Outlay - Water Rescue Equipment	0.00	0.00	38.79	38.79	-38.79	0.00 %
	Category: 70 - Capital & Outlay Total:	**0.00**	**0.00**	**38.79**	**38.79**	**-38.79**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**8,294.06**	**8,294.06**	**8,294.06**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**1,934,810.47**	**1,934,810.47**	**-1,934,810.47**	**0.00%**
	Fund: 10 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**-1,926,516.41**	**-1,926,516.41**	**-1,926,516.41**	**0.00%**

Stanislaus Consolidated Fire Protection District
Summary Budget VS. Actual
July 1, 2026 through July 31, 2026

Total Revenues	$8,294.06
Total Salary and Benefits	$1,659,300.97
Total Services and Supplies	$275,470.71
Net Revenues (Expenses)	$1,934,771.68
Total Capital Expenditures	$0.00
Total Net Revenue (Expense From Reserves)	-$1,926,477.62

Stanislaus Consolidated Fire Protection District
Summary Overtime
July 1, 2026 through July 31, 2026

	Hours	Amount	
Out of Grade Pay	143.00	$	387.89
OT- Holiday	480.00	$	29,757.67
OT Incident	411.33	$	21,699.52
OT - Out of Grade			
OT-Sick	264.00	$	15,112.98
OT- Strike Team	148.00	$	9,212.38
OT- Traning	179.00	$	9,355.85
OT- Vacancy			
OT - Vacation	425.00	$	25,979.03
OT - Workers Comp			
OT- Jury Duty			
OT Breavement Leave			
Overtime			
OT Total	2050.33	$	111,505.32

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

August 12, 2026

Stanislaus County Board of Supervisors
1010 10th Street, Suite 65000
Modesto, CA 95354

Subject: Request for Dry Period Funding for Fiscal Year 2026-2027

Dear Members of the Board of Supervisors:

Pursuant to Government Code Section 23010, Stanislaus Consolidated Fire Protection District (the "District") respectfully requests Stanislaus County (the "County") approve to advance the District funds to perform its functions and continue to meet its obligations. Our funds are deposited and in the custody of the County. The District understands that any tax apportionments received, or any available revenue of the District, will be used to repay the loan by the County prior to any other obligations of the District. The District's anticipated tax revenue for the 2026-2027 fiscal year is $ 15,310,083.00. In order to not exceed 85% of the District's anticipated property tax revenue projected to be generated for the fiscal year, we are requesting that the dry period funding be approved for the 2026-2027 fiscal year in the amount of $13,013,570.55.

We would appreciate your consideration of this request as soon as possible since our ability to continue operations is dependent on the County's approval of this request.

Sincerely,

Board President, Brandon Rivers

CC: Mandip Dhillon, Stanislaus County Auditor-Controller
Jody Hayes, Stanislaus County CEO

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: August 12, 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:

____
Jessica Sousa, Clerk of the Board (A)

APPROVED AS TO FORM:

____
Kyler Rayden, District Counsel

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: Approval of Fire Service Mitigation and Reimbursement Agreement with Flashpoint Energy Partners, LLC
DATE: August 12, 2026

RECOMMENDATION

Adopt Resolution No. 2026-008 approving the Fire Service Mitigation and Reimbursement Agreement between the Stanislaus Consolidated Fire Protection District and Flashpoint Energy Partners, LLC, and authorize the Fire Chief to execute the Agreement on behalf of the District.

BACKGROUND

Flashpoint Energy Partners, LLC has proposed the development of a propane rail transfer and storage facility located at **884 Codoni Avenue, Modesto, California**. The proposed project includes approximately **420,000 gallons of propane storage**, rail transfer operations, and associated site improvements. Due to the volume of liquefied petroleum gas (LPG) stored and transferred on-site, the project presents fire protection and hazardous materials response challenges that exceed those typically associated with commercial or industrial development.

District staff conducted a project-specific evaluation and determined that specialized firefighting capabilities, including enhanced foam suppression equipment, would be necessary to safely mitigate potential emergencies involving the facility. The analysis concluded that the project creates a proportional need for a foam-capable fire engine that is not addressed through the District's existing development impact fee program.

Following negotiations, the District and Flashpoint Energy Partners reached agreement on a voluntary mitigation package intended to offset the specialized capital impacts generated by the project while recognizing that the apparatus will also provide benefit throughout the District.

DISCUSSION

The proposed agreement establishes the terms under which Flashpoint Energy Partners will contribute **$380,000** toward the purchase of a foam-capable fire engine and associated equipment specifically designed to respond to propane and hazardous materials incidents. The contribution will be made in two installments:

- **$200,000** within five business days following execution of the Agreement.
- **$180,000** upon submission of the project's final Fire Code application.

Funds received under the Agreement will be maintained in a separate account and may only be used for the acquisition and outfitting of the foam-capable engine. The Agreement specifically prohibits the use of these funds for staffing, routine maintenance, or other ongoing operating expenses.

In addition to the capital contribution, the Agreement establishes long-term operational commitments intended to ensure continued emergency preparedness throughout the life of the facility. These provisions include:

- Annual emergency response training and exercises involving District personnel and the facility operator.
- Periodic full-scale exercises with mutual aid agencies.

- Facility familiarization and pre-incident planning.
- After-action reviews and corrective action planning following exercises.
- Cost reimbursement provisions for eligible training expenses.
- Ongoing coordination whenever significant operational changes occur at the facility.

The Agreement further provides that the District retains sole ownership, deployment authority, and operational control of the foam-capable apparatus. The developer acquires no ownership interest or preferential use rights in District equipment.

The Agreement also includes provisions addressing default, indemnification, assignment, dispute resolution, and other legal protections to ensure both parties fulfill their respective obligations throughout the operational life of the propane facility.

FISCAL IMPACT

Approval of the Agreement will result in a **$380,000 developer contribution** dedicated exclusively toward acquisition of a foam-capable fire engine and associated equipment required to mitigate the specialized fire protection impacts created by the proposed facility. These funds will supplement District capital funding and reduce the financial burden on District taxpayers for project-specific response capabilities.

The Agreement also provides reimbursement for certain documented training and exercise costs associated with annual emergency preparedness activities, subject to the limitations established within the Agreement.

ENVIRONMENTAL REVIEW

Approval of the Fire Service Mitigation and Reimbursement Agreement is an administrative action related to financing and mitigation for a proposed private development project. Approval of this Agreement does not constitute approval of the underlying development project or any land use entitlement. Environmental review for the proposed development remains the responsibility of the appropriate land use approval agencies pursuant to the California Environmental Quality Act (CEQA).

CONCLUSION

The proposed Agreement provides an equitable mechanism for mitigating the specialized fire protection impacts associated with the proposed propane rail transfer and storage facility while ensuring that the District maintains ownership and operational control of all emergency response resources. The Agreement provides dedicated capital funding for specialized apparatus, establishes long-term emergency preparedness requirements, and protects the District's financial and operational interests throughout the life of the facility.

ATTACHMENTS

1. Resolution No. 2026-008
2. Fire Service Mitigation and Reimbursement Agreement between Stanislaus Consolidated Fire Protection District and Flashpoint Energy Partners, LLC.

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 Flashpoint Energy Partners, LLC,an Oklahoma limited liability company ("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 884 Codoni Ave, Modesto, CA 95357, Assessor's Parcel No(s). 018-061-011-000 ("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 Three Hundred Eighty Thousand Dollars ($380,000.00) toward the 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. 2026-008, adopted on August 12, 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 for the life of the Project and until operations involving liquefied petroleum gas ("LPG") at the Project Site have permanently ceased, all bulk LPG has been removed from the Project Site, and 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 a total of Three Hundred Eighty Thousand Dollars ($380,000) toward the cost of the Project Mitigation Improvement("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 in the following two installments:

a. Two Hundred Thousand Dollars ($200,000) within five business days after the Effective Date ("Initial Installment").

b. One Hundred Eighty Thousand Dollars ($180,000) concurrently with Developer's submission of the Final Fire Code Application ("Final Installment"). "Final Fire Code Application" means Developer's first submission of a complete application package, including final plans and specifications, to the District or other applicable fire code official for final review and approval of the Project's LPG storage, transfer, handling, fire protection, and life-safety systems. If Developer submitted the Final Fire Code Application before the Effective Date, the Final Installment will be due within five business days after the Effective Date.

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

Timely payment of each installment is a material covenant of Developer. The District will have no obligation to issue any final fire code approval, certificate of compliance, clearance, no-objection statement, or other confirmation under this Agreement unless all installments then due have been paid in full.

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 Initial Installment 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. Annual Emergency Response Training and Exercises.

a. Before commencement of LPG operations, and at least once each calendar year thereafter, Developer will coordinate with the District to plan and conduct a comprehensive emergency response training exercise for as long as LPG is stored, handled, transferred, transported, or processed at the Project Site. A pre-operational exercise will satisfy the annual requirement for the calendar year in which LPG operations commence. The District, after consultation with Developer, will reasonably determine the scope, format, date, and participating agencies for each exercise, provided that the exercise is commensurate with the hazards actually presented by the Project as designed, permitted, constructed, and operated. The District will use reasonable efforts to design each exercise in a cost-effective manner consistent with the public-safety purposes of this Section. Developer's reimbursement obligations and any applicable reimbursement limits are governed exclusively by Section 13(h). The District will be responsible for retaining and coordinating any third-party consultants, instructors, or vendors engaged by the District for purposes of training or exercises under this Section, and for receiving and paying invoices from such persons, in accordance with the District's applicable purchasing and contracting requirements. Developer will not be required to contract directly with or make payments directly to any such third party unless otherwise agreed in writing by the Parties.
b. Each annual exercise will include, at a minimum: (i) review of the Facility Emergency Response Plan and all revisions made during the preceding year; (ii) incident command, unified command, emergency notification, communications, accountability, evacuation, shelter-in-place, and protective-action procedures using the National Incident Management System and Incident Command System; (iii) facility orientation and pre-incident planning, as applicable to the Project as as designed, permitted, constructed, or operated, including site and rail access, truck-loading and rail-transfer areas, shutoff valves, isolation and emergency shutdown procedures, fixed fire protection systems, gas detection and/or monitoring systems, hazardous material storage locations, water supply, foam supply, and other firefighting resources; (iv) hazard recognition and response strategies for propane and LPG incidents, including boiling liquid expanding vapor explosions, vapor-cloud fires, jet fires, product releases, and tank-car or transport-truck emergencies; and (v) review of facility resources, specialized equipment, contractor response capabilities, and coordination with the Foam-Capable Engine.
c. Each annual exercise will include a scenario-based tabletop exercise and, when the District reasonably determines appropriate, a functional or full-scale field component. At least once every five calendar years, one annual exercise will be a full-scale exercise involving District personnel and such mutual-aid fire agencies, emergency medical services, law enforcement, public works, emergency

management, and other response agencies as the District reasonably determines appropriate, unless the District approves an equivalent alternative exercise.

d. Developer will designate a Facility Emergency Coordinator as the primary liaison with the District; provide qualified facility personnel, instructors, or technical specialists familiar with LPG storage and transfer operations; provide reasonable access to the Project Site for training, facility familiarization, and pre-incident planning; and provide current safety data sheets, site maps, process-flow diagrams, equipment and piping information, emergency contact information, hazardous materials inventories, and emergency response procedures requested by the District. Developer may designate materials containing proprietary, trade secret, or security-sensitive information as confidential. Nothing in this subsection requires the District to withhold any record if disclosure is required by the California Public Records Act or other applicable law, and the District retains sole responsibility for determining whether a record must be disclosed. To the extent legally permitted and reasonably practicable, the District will notify Developer before disclosing materials that Developer has designated confidential and will provide Developer a reasonable opportunity to seek a protective order or other judicial relief, provided that the District will not be required to delay disclosure beyond any deadline imposed by law. Unless Developer timely obtains and serves the District with a court order prohibiting disclosure, the District may disclose the requested materials without liability to Developer, and Developer will bear all costs associated with seeking such relief.

e. Developer will contact the District no later than March 1 of each calendar year to initiate planning and will cooperate in good faith to complete the annual exercise by December 31, unless the District approves a later date. Developer will not be in default solely because the District or a requested public agency is unavailable to participate, provided Developer timely initiated planning and otherwise complied with this Section.

f. Developer will notify the District, as early as reasonably practicable and no fewer than 30 calendar days before implementation when practicable, of any material change in facility operations, LPG storage capacity, transfer processes, rail or truck operations, fixed fire protection systems, emergency shutdown systems, or any other condition that could materially affect emergency response. The District may require additional training, familiarization, or exercises after a material operational change, an emergency or significant near-miss, an identified response deficiency, or a material change in applicable legal or regulatory requirements, provided that any such additional session is reasonably tailored in scope and duration to address the triggering event. The District ordinarily will not require more than one additional session based on the same triggering event. This limitation does not apply to a separate material operational change, emergency, significant near miss, unresolved response deficiency, noncompliance, or change in applicable law.

g. Following each exercise, Developer will participate with the District in an after-action review. Developer will prepare, or fund the preparation of, an after-action report and corrective-action plan within 60 calendar days after the exercise, unless the District approves a different period, and will timely implement facility-related corrective actions that are within Developer's reasonable control and that are (i) required by applicable law or the Project's permits or (ii) mutually agreed in writing by the Parties. Any corrective action requiring capital improvements, new systems or equipment, or material expenditures beyond the Project's permitted design and approved engineering will be subject to Developer's prior written approval.

h. Developer will bear its own costs and will reimburse the District for all reasonable and documented out-of-pocket costs directly incurred in planning, conducting, evaluating, and documenting training or exercises under this Section, including, but not limited to training materials, facility and equipment rental, consumables, and fees of third-party consultants or technical specialists retained by mutual agreement to specifically participate in the exercise. Developer will not be responsible for the wages, salaries, overtime, backfill, benefits, or other personnel compensation of District personnel or of any mutual-aid or other public agency personnel attending or participating in training or exercises under this Section, except for the documented time of District personnel who design, instruct, or facilitate the exercise, which will be reimbursed at straight-time rates only. These obligations are separate from and in addition to the Developer Contribution.

   Except as provided below, Developer’s reimbursement obligation combined with the Developer’s own costs under this subsection will not exceed Five Thousand Dollars ($5,000) in a calendar year in which the annual exercise consists of a table-top or functional exercise, or Twenty-Five Thousand Dollars ($25,000) in a calendar year in which a full-scale exercise is conducted. These limits apply only to amounts reimbursable to the District under this subsection and do not limit Developer’s own costs of participation or Developer’s obligations to provide personnel, technical specialists, access, information, equipment, facilities, or other support required by this Section.

   The foregoing limits will not apply to costs arising from or associated with: (i) a material change in facility operations, LPG storage capacity, transfer processes, rail or truck operations, fire-protection systems, or emergency-shutdown systems; (ii) an emergency, release, fire, significant near miss, or identified response deficiency; (iii) Developer’s breach, default, or failure to comply with this Agreement, applicable law, or a Project permit; (iv) a change in applicable law or regulatory requirements; or (v) an additional training, familiarization, or exercise required under Section 13(f). The limits may also be exceeded by written agreement of the Parties.

   When reasonably practicable, the District will provide Developer with a good-faith advance estimate of the reimbursable costs of an exercise. If the District anticipates that the costs of a routine annual exercise will exceed the applicable limit, the Parties will meet and confer in good faith regarding the anticipated costs, and Developer’s approval of reasonable additional costs necessary to accomplish the exercise’s public-safety objectives will not be unreasonably withheld, conditioned, or delayed. Developer will pay an invoice for such costs within 30 calendar days after receipt.

i. Training and exercises under this Section will be designed to be consistent, as applicable, with the then-current California Fire Code and NFPA 58; NFPA 470, NFPA 1561, and NFPA 704; the National Incident Management System and Incident Command System; applicable hazardous-waste operations and emergency-response requirements; California Code of Regulations, Title 19; and applicable Cal OES and Stanislaus Operational Area hazardous-materials response plans.

j. The obligations under this Section will continue until LPG operations at the Project Site have permanently ceased and all bulk LPG has been removed from the Project Site. A temporary or seasonal suspension of operations will not constitute cessation. Developer will provide the District at least 60 calendar days' prior written notice of permanent cessation, and cessation will be effective for purposes of this Section after the District uses reasonable effort to confirm that LPG operations have ceased and bulk LPG has been removed. The District will confirm or state its specific objection in writing within 30 calendar days after the later of Developer's notice and completion of removal, and if the District does not respond within that period, cessation will be deemed confirmed.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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; provided, however, that before any transfer, lease, or change in operator, each transferee, lessee, or operator that will conduct LPG operations at the Project Site must assume in writing all obligations under Section 13 and deliver the written assumption to the District. Developer will not be released from its obligations under Section 13 until the District receives that written assumption. Section 13 will bind each successor owner, lessee, and operator for as long as LPG operations continue. Developer will be released from its other future obligations under this Agreement except for obligations that expressly survive payment or arose before the transfer.

21. Default.

Failure by Developer to timely pay either installment of the Developer Contribution when due, reimburse training or exercise costs when due, or perform its obligations under Section 13 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 a default under Section 13, Developer will have 10 business days after receipt of notice to submit a cure plan reasonably acceptable to the District and, unless the District approves a different period, 30 calendar days after receipt of notice to complete any missed training, exercise, report, corrective action, or reimbursement. For any other 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 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 and any unpaid amounts due under Section 13, 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.

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.

22. Indemnity.

To the fullest extent permitted by law, Developer will indemnify, defend, and hold harmless the District and its Board members, officers, officials, employees, agents, volunteers, successors and representatives (collectively, "District Parties") from and against third-party claims, demands, actions, proceedings, damages, liabilities, losses, costs, expenses, judgments, settlements, and reasonable attorneys' fees arising out of: (a) Developer's breach of this Agreement; (b) the acts, omissions, negligence, or willful misconduct of Developer or its officers, employees, agents, contractors, affiliates, owners, operators , subcontractors, invitees, successsors, assigns, or consultants; or (c) the Project or Project Site, including the storage, handling, transfer, transportation, release, threatened release, fire, explosion, or hazardous-materials conditions associated with Developer's operations.

Developer will indemnify and defend the District Parties from and against any third-party claim challenging the validity, legality, amount, use, payment, collection, nexus, proportionality, or constitutionality of the Developer Contribution or this Agreement, except to the extent such claim arises from the District's independent negligence, willful misconduct, or failure to comply with applicable law.

Developer's duty to defend will arise immediately upon written tender by the District based on allegations that, if proven, potentially fall within the scope of this Section and will be satisfied through counsel selected by the District subject to the Developer's reasonable approval, with reasonable defense costs incurred by such counsel also subject to the Developer's reasonable apprroval.

Developer will not settle any claim in a manner that imposes obligations on the District Parties, admits liability on behalf of the District Parties, or limits the District's regulatory or emergency-response authority, does not provide a complete and unconditional release of the District Parties, or otherwise materially affect the District's rights or interests, without the District's prior written consent, which will not be unreasonably withheld.

Developer's obligations under this Section will not apply to the extent a claim is finally determined by a court of competent jurisdiction to have been caused by the sole negligence, or willful misconduct of the District Parties. If, and only to the extent, this Agreement is finally determined to constitute a construction contract with a public agency governed by Civil Code section 2782, this Section will be construed to exclude any indemnity or defense obligation that is void or unenforceable under that statute. Allegations of negligence or willful misconduct by a District Party will not relieve Developer of its immediate duty to defend unless and until a final determination is made, except to the extent otherwise required by applicable law; provided, however, that any defense costs advanced or incurred by the Developer will be reimbursed by the District in the proportion that the District Parties are ultimately determined to have been negligent in an amount less than sole negligence, as established by settlement, judgment, or other final resolution of the claim. The Agency Parties shall reimburse all defense costs if the District Parties' are finally determined to have been solely negligent or there is a final determination of willful misconduct.

The obligations under this Section will survive termination or expiration of this Agreement only with respect to claims arising from acts, omissions, or conditions occurring before termination or expiration, regardless of when the claim is asserted.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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: Clint Bray, Deputy Fire Chief
Email: cbray@scfpd.us

TO DEVELOPER:

Flashpoint Energy Partners, LLC
Attn: Christopher Cox

Email: chris@flashpointep.com

28. 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.

29. 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	**FLASHPOINT ENERGY PARTNERS, LLC**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: Christopher Cox
Its: ______________________________	Its: CEO
Date: _____________________________	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.]

RESOLUTION NO. 2026-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT APPROVING A FIRE SERVICE MITIGATION AND REIMBURSEMENT AGREEMENT WITH FLASHPOINT ENERGY PARTNERS, LLC AND AUTHORIZING THE FIRE CHIEF TO EXECUTE THE AGREEMENT

WHEREAS, Flashpoint Energy Partners, LLC, an Oklahoma limited liability company with its principal address located at 6660 South Sheridan Road, Suite 170, Tulsa, Oklahoma 74133 has proposed development of a propane rail transfer and storage facility at 884 Codoni Avenue, Modesto, California, including approximately 420,000 gallons of propane storage, rail transfer operations, and associated site improvements (the “Facility” or the “Project”); and

WHEREAS, the Stanislaus Consolidated Fire Protection District (the “SCFPD”) has determined that the volume of liquefied petroleum gas to be stored and transferred at the proposed Facility creates specialized fire protection and hazardous materials response needs, including a need for enhanced foam suppression capability; and

WHEREAS, SCFPD staff’s Project-specific evaluation concluded that a foam-capable fire engine and associated equipment are necessary to mitigate the Project’s specialized impacts; and

WHEREAS, the SCFPD and Flashpoint Energy Partners, LLC have negotiated a voluntary Fire Service Mitigation and Reimbursement Agreement under which Flashpoint Energy Partners, LLC will contribute $380,000 toward the acquisition and outfitting of a foam-capable fire engine and associated equipment; and

WHEREAS, the Agreement requires that the contribution be maintained in a separate account and used only for acquisition and outfitting of the foam-capable engine, and not for staffing, routine maintenance, or other ongoing operating expenses; and

WHEREAS, the Agreement also establishes ongoing emergency preparedness measures, including training and exercises, facility familiarization and pre-incident planning, after-action reviews, reimbursement of eligible training expenses, and coordination regarding significant operational changes at the Facility; and

WHEREAS, the Agreement provides that the SCFPD retains sole ownership, deployment authority, and operational control of the foam-capable apparatus, and that Flashpoint Energy Partners, LLC acquires no ownership interest or preferential use rights in SCFPD equipment; and

WHEREAS, approval of the Agreement is an administrative action related to financing and mitigation for a proposed private development project, does not constitute approval of the underlying development project or any land use entitlement, and does not alter the responsibility of the appropriate land use approval agencies for environmental review under the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stanislaus Consolidated Fire Protection District as follows:

SECTION 1. The Fire Service Mitigation and Reimbursement Agreement between the Stanislaus Consolidated Fire Protection District and Flashpoint Energy Partners, LLC is hereby approved.

SECTION 2. The Fire Chief is authorized to execute the Agreement on behalf of the District and to take such actions as are reasonably necessary to implement and administer the Agreement in accordance with its terms.

SECTION 3. Funds received pursuant to the Agreement shall be accounted for and used in accordance with the restrictions and purposes established in the Agreement.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Stanislaus Consolidated Fire Protection District at a regular meeting held on August 12, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Brandon Rivers, President

ATTEST:

____
Jessica Sousa, Clerk of the Board

APPROVED AS TO FORM:

____
Kyler Rayden, District Counsel

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

STAFF REPORT

TO: Honorable Board of Directors

FROM: Zac Swanson , Battalion Chief

DATE: August 10, 2026

SUBJECT: Apparatus Replacement

Staff Recommendation
Staff recommends that the Board: 1) finds that use of the Formal Bidding Procedure for this purchase is not in the public interest; and 2) authorizes the purchase of one (1) Type 6 Wildland Fire Engine in an amount not to exceed $242,718.75, utilizing available Capital Improvement Funds, and authorize the Fire Chief to execute all documents necessary to complete the purchase.

Background / Discussion

Type 6 Apparatus Replacement
The District recently identified the availability of a lightly used 2019 Ford F-550 4x4 Type 6 wildland fire apparatus from Hi-Tech Fire Apparatus that previously served the San Jose Fire Department. The apparatus would replace the District's 2003 Ford F-550 Type 6, which has provided 23 years of reliable service and has reached the end of its planned service life.
As part of the District's evaluation process and consistent with the District's financial policies regarding the prudent use of public funds, staff also obtained a quote for the purchase of a new Type 6 wildland fire apparatus in the amount of **$362,256**. This information provides the District with a current market comparison between acquiring a new apparatus and purchasing the lightly used 2019 apparatus.

The purchase of the available 2019 Type 6 provides a cost-effective opportunity to modernize the District's fleet while avoiding the substantially higher cost and extended lead time associated with purchasing a new apparatus. The acquisition would improve reliability, reduce anticipated maintenance costs associated with the District's 2003 apparatus, and ensure firefighters have dependable equipment for wildland and all-risk emergency response.

Staff's recommendation is based on a review of the available replacement options, including the cost of a new apparatus, the condition and age of the proposed used apparatus, and the operational needs of the District. This approach is intended to ensure the District is making a

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

fiscally responsible investment and complying with its financial policies while maintaining an appropriate level of emergency response capability.

Purchasing Policy / Competitive Bidding

Section 2.3 of the District's Purchasing Policy generally requires use of the Formal Bidding Procedure for purchases exceeding $100,000. The proposed purchase exceeds that threshold and therefore would ordinarily be subject to formal competitive bidding.

Staff recommends, however, that the Board determine that requiring formal competitive bidding for this purchase would not be in the public interest and to waive the requirement for competitive bidding. Staff has obtained a current quote for the proposed equipment, which provides a reasonable basis for evaluating the anticipated purchase price. Under the circumstances, undertaking an additional formal solicitation would require additional advertising, administrative effort, and staff resources and would delay the procurement of the vehicle or substantially similar equipment. Staff does not anticipate that the additional time and expense associated with conducting a formal bid process would provide a corresponding material benefit to the District. Rather, proceeding with the proposed purchase will allow the District to acquire the needed equipment in a more timely and cost-effective manner while avoiding unnecessary procurement costs and delay.

<u>FISCAL IMPACT</u>
Project total $225,000 plus tax. $242,718.75

Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
https://cascadefire.com/
(800) 654-7049

Quote
#QUO9181
07/10/2026

Bill To
Stanislaus Consolidated Fire
3324 Topeka St
Riverbank CA 95367
United States

Ship To
Stanislaus Consolidated Fire
3324 Topeka St
Riverbank CA 95367
United States

Quote Expiration	Quote Name	Sales Rep	Shipping Method
08/09/2026		Kevin Trent	Will Call

QUO9181

Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
https://cascadefire.com/
(800) 654-7049

Quote
#QUO9181
07/10/2026

Item	QTY	Rate	Amount
Frontier 6 Frontier Pump Package 400 gallon fully baffled poly tank, 10 gallon foam cell (Foam Flo) Upgrade - diesel option below Upgrade - dual reels below Stainless Steel Control Panel - on/off/start, pressure gauge, throttle, primer, low pressure, foam controller, water/foam gauge Stainless Steel Plumbing - 2.5" hydrant fill, 2" draft/suction, 1.5" rear discharge, 1" tank fill Aluminum step over plumbing manifold, aluminum step over pump/motor Tank top spare tire bracket Frontier Storage 24" front transverse box w/ dual directional slide tray (2) 45" driver side storage boxes (1) 24" front passenger side box (1) 66" rear passenger side box (2) front under body boxes (2) rear under body boxes (passenger side to hold foam cell) boxes to be 1/8" smooth aluminum material paint matched single color. black interior compression latch closure, led lighting, rubber matting, gas shocks, keyed alike rear bumper - painted matched to boxes Frontier Front Bumper Classic II front bumper with 6" extension 1.5" water discharge, small hose tray, 16.5 Warn winch, shackle mounts fog lights, siren speaker covers, Epic recovery bag, Ultrahook Frontier Emergency Lighting - midnight edition 54" Liberty II roof mount light bar 4 - front Ion grill lights 2 - front corner VXE light 2 - front fender Ion lights 4 - side flatbed Ion lights (2 per side) 4 - rear Ion lights rear directional amber light C399 Core, Sync, OBDII, CFE DOT Harness, siren speaker Kussmaul 20amp Sure Power system Troy Products wide body console light/siren face plates, radio face plates, 12v/USB-c ports, shallow tray, (2) mag. mic's, dual arm rest, dual beverage holder Customer approved graphics side stripe, department logo, truck identifier numbers Installed on: 2026 Ford F550 Crew Cab Diesel SOURCEWELL CONTRACT #082025-CFR	1	$248,041.50	$248,041.50
BTO3 24HP Kubota Diesel Motor with Darley 1.5AGE Pump (In place of standard CF-120)	1	$19,335.80	$19,335.80
BTO6 In-Cab Pump Control Panel, Includes Pressure gauge, Water & Foam slave gauges, Throttle, On, Start, Off	1	$4,706.90	$4,706.90
BTO7 Additional 1.5" Discharge Line in driver side rear under body box	1	$997.70	$997.70

QUO9181

Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
https://cascadefire.com/
(800) 654-7049

Quote
#QUO9181
07/10/2026

Item	QTY	Rate	Amount
BTO8 CFE aluminum cab rack, spare tire bracket, (2) 32" side facing scene lights - powder coated finish	1	$2,937.00	$2,937.00
BTO10 Whelen Mini Ion Ground Lights (8 total)	1	$893.00	$893.00
BTO12 Front Bumper Spray Nozzles (4 Nozzles with 120 degree fan, includes two electric valves and in cab control)	1	$3,239.50	$3,239.50
BTO13 Spitz Lift Crane (manual crank) with mount.	1	$4,809.20	$4,809.20
BTO14 ARB on board Air Compressor with 2 gallon tank	1	$3,297.80	$3,297.80
BTO19 Super Single Package - Frontier 3.5" Stage IV Eclick Lift Wide Body Front Fenders (black) Wide Body Front Bumper adjustment (5) 20X10 One Piece Aluminum Forged Wheels (black) (5) 335/80R20 Radial Tires (81mph rating) (3) Under Chassis Skid Plates Cab Length Running Boards Speedometer Calibration, Chassis Alignment	1	$38,100.00	$38,100.00
BTO20 Dual Reel Option - Frontier (2) Hannay mini electric hose reels mounted in front under body boxes Recessed Captive Rollers built into Under Body Box Each Reel to hold 3/4"x100' 300PSI Booster Hose	1	$1,600.00	$1,600.00
BTO21 Closed Top - Frontier Solid Top Enclosure above Tank and Rear Platform Rear Roll Up Style Door for Complete Enclosure 6" Tall Equipment Basket running Perimeter of Upper Boxes Stainless Steel Fold Up Ladder to Access Top of Unit	1	$8,780.00	$8,780.00

Subtotal	$336,738.40
Shipping Cost	$0.00
Tax Total (%)	$26,518.15
Total	$363,256.55

Brush Truck Options:

QUO9181

HI-TECH EMERGENCY VEHICLE SERVICE, INC.

444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

August 6, 2026

Proposal

For

Stanislaus Consolidated Fire Protection District

2019 HI-TECH/FORD F-550

TYPE-6 WILDLAND PUMPER

Apparatus Cost, Pre-Tax	$	225,000.00
Sales Tax @ 7.875%	$	17,718.75
Total Each Unit	$	242,718.75

Hi-Tech E.V.S. Inc. shall not be held responsible for delivery delays due to an act of God, component and/or chassis delays, or any other delay outside of the control of Hi-Tech E.V.S. Inc.

Plus any additional Federal, State or local fee, tariff, surcharges or mandated emission or safety equipment applicable at time of delivery.

VIN: 1FD0W5HT0KEF55378

Mileage: 44,565

Brian Ruthman 8-6-26

Brian Ruthman Date

Approval Signature Date

Memorandum of Understanding

Between

Stanislaus Consolidated Fire Protection District

And

Stanislaus Consolidated Fire Battalion Chiefs

July 1, 2026 – June 30, 2028

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Stanislaus Consolidated Fire Protection District

And

Stanislaus Consolidated Battalion Chiefs

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 management employees of the District represented by themselves, hereinafter referred to as the "B/C's."

   It is the purpose of this Memorandum to achieve and maintain harmonious relations between the District and the B/C's, to provide for equitable and peaceful resolution of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

B. This Memorandum is entered into pursuant to the provisions of "The Meyers-Milias-Brown Act" (Gov. Code Section 3500-3510) of the State of California, in that the District-B/C 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."

C. 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.

D. The B/C's further agree that the Fire District employees covered within this Memorandum shall not abuse the benefits as outlined within this agreement.

Article I
<u>Recognition</u>

Section 1-1

The District recognized the B/C's as the exclusive bargaining agent for employees of the District who are in the following classifications:

Battalion Chief

Section 1-2

<u>Non-Discrimination</u> – The District and B/C's 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, or disability or marital status or any other protected basis 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 B/C's 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 for any nature against any employees, or threaten or coerce any employee because said employees is a B/C's member or is not a B/C's member, and does or does not engage in B/C's activities.

Section 1-5

<u>Terms of Understanding</u> – This Memorandum of Understanding embodies wages, hours, employee benefits and other terms and conditions of employment.

Article II

<u>Rights of the District</u>

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 B/C's or any of its members.

Section 2-2

Nothing in this Memorandum of Understating 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 modification thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operation efficiently and economically.

Section 2-3

The B/C's recognize 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 B/C's representatives will "meet and confer," at times mutually agreed-upon 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

<u>Wages Rates and Step Advancements</u>

Section 3-1

The District and B/C's agree to the following increases:

- Effective July 1, 2026 all unit employees will receive a cost-of-living adjustment of 5% of base salary.
- Effective July 1, 2027 all unit employees will receive a cost-of-living adjustment of 5% of base salary.

Section 3-2

<u>Re-open Negotiations</u> – In the event that the State of California enacts legislation that severely impacts the District's finances, both parties to this agreement agree to reopen the contract. In the event that new job classifications are created which should be covered by this bargaining unit, the parties agree to reopen the contract.

Section 3-3

The District will maintain at least a 20% differential between top step Captain/ Paramedic and top step BC.

Section 3-4

<u>Overtime</u> –

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 hours, 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

<u>Benefits and Other General Conditions</u>

Section 4-1

<u>Employee Medical Examinations</u> – To ensure that employees are able to perform their duties safely, medical examinations may be required. 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 appointments for a normal day off so not to impact daily Fire District Operations. The employee shall be compensated with (4) hours of overtime or the actual time spent if exceeding (4) 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 District's medical examiner.

Section 4-3

Outside Employment – Employees wishing to hold outside jobs must provide prior notification and submit a Secondary Employment Form (Exhibit G) annually. The outside activity shall not have an adverse impact on their job performance. 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 demand**s**, or emergency recalls, regardless of any outside work requirements.

If the District determines that an employee's outside work interferes with performance or ability to meet the requirements of the Districts 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.

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 occupied 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 increases 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

When the District Battalion Chiefs are appointed to complete the required assignments and duties during the temporary vacancy of the Deputy Chief or Fire Chief classification the District will compensate the employee(s) 7.5% out of class pay during normal work hours of the vacant position once the appointment reaches a minimum 8 hours. Once the appointment reaches the minimum 8 hours the employee will be compensated on an hour-per-hour basis from the beginning of his appointment. Temporary appointment of a Battalion Chief to fill the Fire Chief or Deputy Chief position, shall be due to a retirement, demotion, resignation, approved medical leave or similar other action that results in the temporary vacancy of these District Management positions. In no event may an out-of-class assignment exceed 900 hours per fiscal year without specific approval by the Fire Chief (for the Acting Deputy Chief position) or the Board of Directors (for the Acting Fire Chief position).

The intent of this section is to ensure that employees are fairly compensated when the needs of the District require a formal out-of-class assignment. It is recognized that the Chief has sole discretion in selecting employees for any such assignment.

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 Vacancies - When a vacancy occurs within the bargaining unit and there is an established eligibility list, the District shall fill that vacancy within 60 calendar days. When no list exist or in the case of new hires, the District shall endeavor to complete the process in 120 days. The parties recognize potential significant delays due to need for testing and 3rd party background checks. Additional time to fill vacancies may be mutually agreed upon.

The needs of the District and the impact to the remaining B/C's will be the determining priority when deciding when to fill a vacancy.

Section 4-8

Filling of Temporary Appointments

1. When the District makes a temporary appointment to the rank B/C, such temporary appointment shall be for a maximum period of 180 calendar days or less.

2. When the District makes a temporary appointment from the rank of B/C for a position outside of the confines of the B/C job description, such temporary appointment shall be for a maximum period of 180 calendar days or less.

3. Temporary appointments shall be filled from an existing promotional list if applicable. 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 non-exempt).

Section 4-9

Emergency Coverage Pay
District Battalion Chiefs will receive time and half pay for any emergency incident coverage beyond their normal work hours. When Battalion Chiefs are required to cover the district, they will have the

option to cover the district from their own residence unless otherwise directed by the Fire Chief or Deputy Fire Chief.

Section 4-10

Strike Team or Overhead Team Pay

Battalion chiefs who are called out of district as part of mutual aid assignments shall receive 1-1/2 time overtime up to the amount of the reimbursement, for all hours committed to the incident beyond their normal shift assignment hours. Battalion chiefs will receive normal base pay during their normal shift hours while committed to the mutual aid incident. Battalion Chiefs who are required to backfill for Battalion Chiefs assigned to Strike Team or incident generated coverage shall receive 1-1/2 overtime during the length of the required coverage.

Article V

Vacation

Section 5-1

Battalion Chiefs are eligible to earn and use vacation time described in this policy. Once accrued, vacation time becomes annual leave and is taken according to policy.

Staff employees – those that work 40-hour work week

Shift employees – those that work 56-hour work week

Vacation time and Holiday time are accrued on different schedules.

Section 5-2

There is no minimum charge against accumulated vacation leave. Vacation leave shall be compensated at the employee's base rate of pay.

Section 5-3

Vacation Earning Schedule

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule. Rates of accrual are shown for both staff and shift employees.

Years of Service	Staff Accrual			Shift Accrual		
	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

Note: Accrual rates are based on anniversary date.

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

Section 5-4 Cash out of vacation leave, see Section 7-2.

Article VI

Annual Leave

Section 6-1

All vacation leave 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 600 hours for 40-hour Battalion Chiefs and 833 hours for 56-hour shift employees. Calculation for the cap will not include annual leave time accrued prior to consolidation (Old Bank).

Section 6-2

Any personal whose annual leave bank goes over the “cap” will meet with the Fire Chief or their designee and formulate a plan to reduce the 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 the Fire Chief or their designee to come up with a plan and abide by the plan for the reduction. Employees who are at or over the “cap” and have not met with either the Fire Chief or their designee 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 6-3

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 per District policy. Leave shall not be unreasonably denied. However, emergency activity may cause interference. The District shall not cancel a pre-approved vacation for the purpose of avoiding overtime. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance, per Section 6-2.

Section 6-4

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 employees' 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 6-5

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 VII

<u>Holidays</u>

Section 7-1

The District will recognize the following holidays:

New Year's Day (January 1)
Martin Luther King Jr. Day (third Monday of January)
Presidents Day (last 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 at the rate of 24 hours or 240 hours annually for shift, and 17 hours or 154 hours annually for staff personnel. Accrual rates will be 9.23 hours for shift and 5.93 hours for staff personnel per pay period.

Section 7-2

An election opportunity will be held each year in June, at which time employees will have the opportunity to make an irrevocable election to cash-out vacation or holiday hours that are scheduled to accrue during July 1 through June 30 of the next fiscal year ("Accrual Period"). Employees may elect to cash out up to a maximum of 291 hours for 40-hour personnel or 408 hours for 56-hour personnel of vacation or holiday time that will accrue during the Accrual Period, paid at straight time. However, those employees electing to make a cash-out must elect to cash-out a minimum of 57 hours for 40-hour personnel or 81 hours for 56-hour personnel.

Employees may not elect to cash-out vacation or holidays that have already been accrued at the time of the election. An employee must submit a new election for every period in which he or she wishes to cash-out vacation or holiday hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in June by the HR Director.

The elected cash-out for the Accrual Period will be paid concurrently with the last pay date of the Accrual Period. If vacation and/or holiday hours that accrued during the Accrual Period are less than the amount elected by an employee, the District will adjust the election accordingly. Holiday pay that is cashed-out, no less frequently than once a year, in the same year in which it is earned shall be reported to CalPERS as special compensation pursuant to Section 571(a)(5) of Title 2 of the State of California Code of Regulations.

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 7.4% increase in their base pay. Employees will not have the option to switch back and forth between the opt out option after making the selection. Any of the District's recognized holidays listed in section 7-1 above, would require the employee to either, (a) work as normal (b) use any accrued leave bank. **See Exhibits "”A”" for current salary schedule information.

Article VIII

<u>Sick Leave Benefits</u>

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.

Section 8-2

For existing employees, hired before April 9, 2020, shift employees will accrue sick leave benefits at the rate of 18 hours per month, 40-hour personnel will accrue 12 hours per month. Accrual rates will be 8.31 per pay period for shift 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 to, District hire date after April 9, 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 4/9/2020)	(Hired after 4/9/2020)
56 Hour…………18 hour	56 Hour ………11.2 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 as defined under Labor Code section 245.5 as it may from time to time be amended.

Section 8-4

Employees who are unable to report to work due to illness or injury must notify the Fire Chief or their designee at least one hour prior to the start of the employees scheduled tour of duty. It is the responsibility of the employee to keep the Operations Fire Chief or their designee informed as to a continued absence beyond the first day during a prolonged illness. The employee must notify the Fire Chief or their designee if it is the employee or an eligible family member that is ill or injury, 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 termination or departure from employment 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 Battalion Chiefs agree to meet and confer for the purpose of addressing how then existing unused sick leave accruals (banks) shall be allocated. Subject to applicable laws, the District and Union's preference is that such sick leave shall be contributed to a retiree health savings account to be used to reimburse the cost of retiree health insurance or converted to additional service credit for retirement purposes.

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 9, 2020.

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 next scheduled work shift. Shift personnel must also immediately notify the Fire Chief or their designee so that adjustments to staffing can be accomplished if needed.

Section 8-7

When the absence exceeds 40 hours for staff personnel or two (2) or more consecutive tours for shift personnel, the employee shall provide a completed Sick Leave Affidavit and Physician's Certification Form to the Fire Chief or their designee, with the physician indicating satisfactory proof of illness or injury. Certification of illness or injury will be required upon return to duty, as per policy. 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, whenever sick leave surpasses two-hundred and eighty-eight (288) hours two-hundred and six (206) for 40-hour personnel in a fiscal year. The Fire Chief or their designee may waive the requirement to have a physician sign the form based on the circumstances surrounding the need for sick leave use. This waiver must be approved by the Fire Chief or their designee when calling in requesting sick leave use. The Sick Leave Affidavit and Physician's Certification will be required upon return to duty, as per policy. 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 suspected.

Management will also take into consideration long-term illnesses or injuries affecting Sick Leave Affidavit and Physician's Certification Form requirements. The Fire Chief or their designee may waive the requirements 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. Effective the first full pay period following April 9, 2020 employees who are classified by CalPERS as Classic employees agree to a cost share of an additional three percent (3%) for a total contribution of 12%. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the District shall implement a PERS contract amendment to reflect the additional three percent (3%) cost share agreement, for a total member contribution of 12%. This pension contribution shall extend beyond the expiration of this MOU and shall constitute the status quo ante for all future negotiations. Should the District reach agreement with Local 3399 or any other current or future Classic Safety CalPERS member after April 9, 2020 and that agreement provides for a CalPERS employee contribution less than currently paid by the B/Cs, the B/Cs contribution rate shall be equal to the amount paid by Local 3399 or any other current or future Classic Safety CalPERS member.

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.

Section 9-2 Deferred Compensation Plan

The District shall provide for a deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code pursuant to which employees shall be permitted to voluntarily defer a portion of his or her compensation, subject to the provisions of Section 457(b) of the Internal Revenue Code,

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 the Fire Chief or their designee immediately.

Up to three consecutive shifts or 72 hours per event for shift personnel and five days or 40 hours per event for staff 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 their 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, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Article XI

Rights of the Employees

Section 11-1

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

Article XII

Education

Section 12-1

This section applies to all *fire service* related educational tracks which may include, but not limited to, Chief Officer certification, Executive Fire Officer Program, Associates, Bachelors and Masters accredited classes.

Each January all Battalion Chiefs shall meet separately with the Fire Chief or their designee to identify the individual's educational goals for the upcoming calendar year. The Fire Chief or their designee will evaluate the content of the educational track to ensure it meets the intent of the District to willingly support education that mutually benefits the District and the individual. Other educational opportunities presented throughout the year will be evaluated by the Deputy Chief to ensure mutual benefits. Each Battalion Chief must submit an education plan annually.

The District agrees to cover *approved* educational opportunity by incurring the cost of tuition, capped at $1,000 per year, for lodging, incidentals and daily per diem meals as authorized by the State of California and found within the following web address: (http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx). In turn, the student agrees to reimburse the District all incurred costs for early withdraw, unsuccessful completion or expulsion from the class. The employee must arrange his/her own time off.

Additional annual District education reimbursement of up to $3,000.00 available with approval of Fire Chief subject to availability of funds. Education reimbursement shall not exceed a total of $4,000.00 per employee per year.

Section 12-2

The District and the Battalion Chiefs agree to the following educational incentive program.

Education Incentive Plan is as follows:

CSFM Chief Officer Certification	2.5% of base pay or
AA/AS Degree	2.5% of base pay or
BA/BS Degree	5% of base pay or
Master's Degree	5% of base pay or

CSFM Chief Officer Certification incentive pay may be combined with only **one** Degree incentive pay. Multiple Degree incentive pays will not be allowed.

To receive the education incentive the employee must provide a copy of the CSFM Chief Officer Certification and/or a copy of the degree from an accredited college to the District. A conformation letter will be sent to the employee confirming the date when the incentive will become effective.

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

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

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.

Section 12-4

Strike Team Leader

BC's must have taken the Task Force/Strike Team Leader All Risk S-330 AR Course and have applied to open their Strike Team Leader Task Book by the end of their probationary year within the position.

Emergency Medical Technician (EMT)

Battalion Chiefs must maintain current EMT qualifications as set forth by the governing agency.

Article XIII

Uniform Allowance

Section 13-1

The Battalion Chiefs shall receive a uniform allowance of $1,500.00 per fiscal year. The allowance will be disbursed as a bi-weekly allowance of $57.69 paid per pay period and received each pay day.

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 from outside the District 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 $57.69 stipend. Uniform allowance is considered PERSable and appropriate deductions for retirements shall occur.

Section 13-2

The District will replace wildland safety boots when damaged on duty or on emergency situations.

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 the Fire Chief and the B/C's.

Article XIV

Seniority & Layoffs

Section 14-1

Management seniority starts at the promotion/hire date to the job classification. Seniority for management positions will always be from date of appointment or time in the position/classification. For layoff purposes, employee's 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 first separated.

Written Notice- Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Administration Division. 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 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 shall 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-off 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 of 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 a lottery method will be used to determine seniority. The following are the different types of appointments and the layoffs 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 B/C's over the impact of a reduction in force.

Article XV

Work Schedules

Section 15-1

The normal work schedule for all shift employees is an average 56 hours per week, working a 24-day work cycle. All scheduled time is to be considered as time worked. BC's may be assigned to a 56 hour or 40-hour work schedule.

Section 15-2

Staff employees normal work schedule is a 40-hour week. Employee's will normally begin at 0800 hours each day and conclude the workday at 1700 hours with a one-hour lunch. Staff 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 and sustained at the option of the Fire Chief or their designee.

Section 15-3

Shift personnel will work 2 on and 4 off schedule. The schedule will consist of working on 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 worked will be known as a tour.

Section 15-4

Shift 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 shift 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.

Section 15-5

When operating requirements or other needs cannot be met during regular working hours, employees may be expected to work the additional time needed to complete the assignment. The Fire Chief may approve overtime for some work assignments. All overtime work must receive the Fire Chief's or their designee's prior authorization. The B/C's are designees to administer the filling of overtime for those positions they represent.

Section 15-6

B/C's will receive time and half pay for all hours worked above the normal assigned work schedule. This includes strike team and overhead assignments for both in-county and out-of-county responses.

Article XVI

Grievance Procedure

Section 16-1

It is the intent and purpose of this Article to provide for the presentation and adjustment of employee grievances. The District and the B/C's 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. "Working day" shall be defined as Monday through Friday 0700 hours to 1800 hours. A grievant may have a representative present at any step of the grievance process.

Step1
When an employee has a grievance, he/she shall contact the Supervisor in an attempt to resolve the problem. At the request of the employee, the B/C's representative shall be present. It is the intent of the District that B/C's representation be provided expeditiously during the workday it is requested when the needs of the operation permits. The District representative shall give an answer by the next regularly scheduled workday. Grievances settled in the first step shall not be precedent-settings with respect to the immediate grievance or to any other grievances nor in any manner establish a precedent or any subject matter which is binding on either party.

Step 2
If the grievance is not settled at Step 1, the grievant must submit the grievance in writing to the Fire Chief or their designee within five (5) working days. The Fire Chief or their designee shall respond with a written answer within (5) working days. If the Fire Chief or their designee does not respond within the time frame, the grievant shall have the right to proceed to the next step.

Step 3
If no agreement can be reached in Step 2, the grievance may be submitted to the Board of Directors Grievance Committee. The committee will be comprised of up to two Stanislaus Consolidated Fire Protection District Board Members. The grievant has a maximum of five (5) working days from receipt of the response from the Fire Chief or their designee to submit the grievance in writing to the Grievance Committee. The Grievance Committee shall render a decision thereon in writing within five (5) working days of the receipt of the writing grievance.

Step 4
If no agreement can be reached in Step 3, the grievance may be submitted in an Adjustment Board. The Adjustment Board shall be comprised of the (1) B/C's 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 list of at least five (5) qualified arbitrators. The B/C's 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 toss of a coin. It shall be understood in disputes involving interpretation of the MOU, that the arbitrator 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. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board 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 five (5) working days after the occurrence of the event grieved or it shall be deemed to have been waived by the aggrieved party, provided however:

1. Such five (5) day working period may be extended for a period not to exceed ten (10) working days upon mutual agreement.
2. No claim shall be made for retroactive adjustment of any grievance prior to five (5) working days from the date of filing the grievance.

Time limits herein provided may be extended by mutual agreement between the parties. 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 B/C's 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 B/C's may agree to grievance initiation at a higher step of this grievance procedures.

Section 16-5

For purposes of communication regarding Steps 2 through 4 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. Every effort should be made to ensure both sides understand the timeline(s) involved. Examples are e-mail, federal mail system, hand delivery, etc. followed up with a page, phone call or face-to-face of the response being sent.

Section 16-6

Notification: A grievance shall be submitted in writing and shall include, at a minimum:

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

Article XVII

Leaves of Absence

Section 18-1

Family Care Leave (FMLA/CFRA)
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 Civil Rights Department and the federal Department of Labor. The general parameters of these leaves are summarized below. In the event of a conflict between this MOU and applicable law, the applicable law shall govern.

Section 18-2

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 (and, for CFRA purposes, the “designated person” as defined by statute).

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 (or, for CFRA purposes, "designated person"). 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 and state laws and guidelines must be followed regarding FMLA/CFRA Leave. District Policy/Procedure will detail the regulations set forth regarding appropriate utilization and documentation of FMLA.

The District currently provides up to twelve (12) weeks of unpaid parental leave to eligible employees to bond with a new child within one year of the child's birth, adoption or foster care placement. Eligible employees are those that who have completed one full year of service (and having worked at least 1,250 hours during the twelve (12) months preceding the leave). This leave does not apply to those employees covered by FMLA or CFRA leave (which applies if the District employees more than 50 employees and provides similar bonding leave benefits). Employees should refer to the District's New Parent Leave Act policy for specifics about this bonding leave.

Section 18-3

<u>Pregnancy Disability Leave</u>
The District also provides pregnancy disability leave and accommodations in accordance with state and federal law. In general terms, 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 <u>disabled</u> (not to exceed four months). Employees should refer to the District's Pregnancy Disability Leave policy for specifics.

Section 18-4

Such an employee may elect to take accrued vacation, compensation 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

<u>Personal Leave</u>
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 personal leave of absence, they must request a leave from the Fire Chief or their 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 Fire Chief's discretion and will be evaluated based on a number of factors, including anticipated workload requirements and staffing consideration's during the proposed period of absence.

Section 18-8

Personal leaves will be subject to the terms, conditions, and limitations of the application 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, or of the National Guard, reserves or other units covered by federal or state law, 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 and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Article XIX

Shift Assignment

Section 19-1

Employees within a classification shall be assigned to a shift at the Fire Chief's Discretion.

Article XX

Staffing Levels

Section 20-1

Daily Staffing

There will be a minimum staffing level of one Duty Chief on-duty each day. The Battalion Chiefs are primary for fulfilling this responsibility; however the position may be filled by another Chief Officer or an "acting" position. The District and the B/C's understand that this does not negate management's right of developing staffing levels, but in fact reinforces the commitment to staff the District in a safe manner.

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 retiree's, 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 lowest plan to District provides at no cost to the employee paid bi-weekly as a cash benefit (cash benefits shall be subject to taxation).

To remain eligible for this benefit, employees must annually provide to the District proof of medical coverage through another employer (e.g. spouse's or parent's employer). 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 or qualifying event.

Section 21-3

Life Insurance

The District agrees to provide term life insurance for all represented personnel in the amount of $100,000.00 at no cost to the employee.,

Note that employer provided group term life insurance in excess of $50,000 for employees is considered by the Internal Revenue Service to be a benefit that is taxable as income. The Internal Revenue Code requires employers to calculate taxable income for employees that receive more than $50,000 in term life coverage, which must be reported on the employee's W-2 form.

Section 21-4

Medical Exams

BC's shall schedule their annual medical physical for a normal day off, thus they are to be compensated with (4) hours of overtime or the actual time spend if exceeding (4) hours.

Section 21-5

CENTRAL VALLEY RETIREE MEDICAL TRUST

MONTHLY EMPLOYER CONTRIBUTION AMOUNT. The Stanislaus Consolidated Fire Protection District (hereafter, the "District") and the Battalion Chiefs bargaining unit agree that the District shall contribute an amount of $200.00 per month per Battalion Chief 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.

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 contribution employees to the Plan Administrator, Delta Health Systems, P.O. Box. 2487. Stockton, CA 95201 Fax (209) 940-5255, Email: aaguirre@deltafund.com.

This District herby acknowledges receipts 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 XXII

Stress Counseling (Employee Assistance Program)

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. Personnel policy permits the transfer of hours credit for paid time off benefits, annual leave, upon the approval of the Fire Chief of designee, on an hour-for-hour basis, regardless of salary differences. No donated leave time will be allowed to be cashed out by the employee receiving the donated time.

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

Executive Development

Section 25-1

The District agrees to an annual stipend of $500.00 for executive development. These funds may be used to purchase equipment or services to enhance their ability to perform their duties. In order to qualify for the funds a receipt must accompany a purchase request form and be approved by the Fire Chief.

Section 25-2

Members
The District will pay annual membership fees to the International Associations of Fire Chiefs and California Associations of Fire Chiefs.

Article XXVI

Management Leave

Effective July 1, 2022 Battalion Chiefs are eligible to earn and use 96 hours of Management Leave annually. Employees shall receive management leave in recognition of the numerous e-mail and telephone interruptions on off days as well as assignments to fleet, facilities, special ops, and leadership meetings twelve times per year. There will be no overtime pay for meetings outside of regular scheduled meetings. Management leave shall be accrued at a rate of 96 hours annually based on fiscal calendar year. Such leave shall be posted on July 1st each year.

Employees promoted with less than 12 months service in the unit as of July 1 shall accrue management leave on a prorated basis. Management leave has no cash value and does not carry over from year to year.

Article XXVII

Memorandum of Understanding Conclusion

Section 27-1

Exhibits and Amendments- All Exhibits and amendments to this Memorandum shall be lettered, dated, and sighted 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 consolidation with another District or government agency, the District will meet and confer with the B/C's concerning the contemplated action and impact upon the their membership.

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. Incurred fees shall be paid equally by both parties.

SIGNATURE PAGE

For the Stanislaus Consolidated Fire Protection District	For the Stanislaus Battalion Chiefs’
______________________________	______________________________
Brandon Rivers, Board President	Josh Tucker, Battalion Chief
______________________________	______________________________
Gregory Bernardi , Vice President	Scott Burke, Battalion Chief
______________________________	______________________________
Steven Stanfield, Director	Zachary Swanson, Battalion Chief
______________________________	______________________________
Charles Neal, Director	
______________________________	______________________________
Richard Murdock, Director	

APPROVED AS TO FORM:

______________________________	______________________________
Kyler Rayden, District Counsel	Date

EXHIBIT A

STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

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:* ____________________

SSL Monthly Board Report (Incident)

FIRE STATION / SHIFT	FIRE	HAZARDOUS SITUATION	MEDICAL	PUBLIC SERVICE	RESCUE	NO EMERGENCY	(NULL)	TOTAL
Station 21	**35**	**1**	**166**	**11**	**1**	**48**	**3**	**265**
A	12	0	51	3	0	16	1	83
B	11	0	57	3	0	17	0	88
C	12	1	58	5	1	15	2	94
Station 22	**8**	**6**	**56**	**8**	**1**	**16**	**2**	**97**
A	2	3	15	3	1	3	1	28
B	2	2	19	2	0	7	0	32
C	4	1	22	3	0	6	1	37
Station 23	**5**	**0**	**21**	**3**	**1**	**4**	**3**	**37**
A	2	0	8	1	1	3	1	16
B	3	0	9	0	0	1	0	13
C	0	0	4	2	0	0	2	8
Station 26	**17**	**6**	**114**	**19**	**1**	**26**	**2**	**185**
A	6	2	43	7	0	5	1	64
B	6	2	39	6	0	7	0	60
C	5	2	32	6	1	14	1	61
Station 24	**6**	**3**	**52**	**5**	**0**	**12**	**3**	**81**
A	0	0	17	0	0	4	2	23
B	3	2	15	1	0	6	1	28
C	3	1	20	4	0	2	0	30

SSL Monthly Board Report (Incident)

Stanislaus Consolidated FPD CA
Address: Riverbank, CA, 95367

FIRE STATION / SHIFT	FIRE	HAZARDOUS SITUATION	MEDICAL	PUBLIC SERVICE	RESCUE	NO EMERGENCY	(NULL)	TOTAL
Total	**71**	**16**	**409**	**46**	**4**	**106**	**13**	**665**

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 2026-07-01 00:00:00 to 2026-08-01 00:00:00

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.

Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367
Phone: (209) 869-7470 · Fax: (209) 869-7475
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Staff Report

TO: President Rivers and Members of the SCFPD Board of Directors
FROM: Jessica Sousa, Fire Prevention
SUBJECT: July Fire Prevention Report
DATE: August 12, 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 along with CAL Fire Fireworks Program Coordinator, SCFPD BC and Engine 21, Modesto Fire Inspectors, Stanislaus Regional FIU, and Stanislaus County Fire Warden Inspectors toured the Phantom Fireworks Storage facility located within the SCFPD Jurisdiction at 2351 Tenaya Dr. This collaboration promotes information sharing between our agencies and enhances our collective understanding of high-risk facilities, such as fireworks storage facilities.
- Inspector Sansing and Station 26 hosted the Little Explorers Preschool for a station visit.
- Inspector Sansing completed Inspections throughout the District.

SCFPD Inspection Totals	
Category	**Total**
Residential Hydro/Visual	14
Residential Final	19
Commercial Hydro/ Visual/Kicker Set	4
Commercial Fire Sprinkler Final	3
Commercial Fire Alarm Final	5
County Sign Off	3
Fire Access/ Site Visit/ Event Permit	2
Fire Flow	2
Business License Sign Off	2
Knox Box Placement	2
STD 850 Form	1
Total Inspections	**57**

Permits Requested by City	
City	**Total**
Riverbank	
Residential	4
Commercial	4
Waterford	
Residential	4
Commercial	0
Modesto	
Residential	1
Commercial	4
County	2
Total Permits	19