District Board Members

Blaine Maynor
Division 1
Nicole Johnson
Division 2
Randy Mendosa
Division 3
Eric Loudenslager - President
Division 4
Jason Akana - Vice President
Division 5



District Staff
Chris Emmons
Fire Chief
Katie Hill
Clerk of the Board

Regular Board Meeting November 12, 2024 5:30 PM

Location: 631 9th Street, Arcata Arcata Station Classroom

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE & DETERMINATION OF QUORUM

APPROVAL OF AGENDA

PUBLIC COMMENT/ASSOCIATION REPORTS

Pg. 4

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 et seq.) and may be limited to three (3) minutes for any person addressing the Board. Any request that requires Board action may be set by the Board for a future agenda or referred to staff.

Local 4981 Monthly Report
 Arcata Volunteer Fire Association Report
 Pg. 5
 Pg. 6

CONSENT CALENDAR

Pg. 7

Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.

	1.	Minutes from October 8, 2024 Regular Meeting	Pg.	8
	2.	October 2024 Financial Report	Pg.	12
	3.	Adopt Resolution 24-320, Authorizing the Update of Signers for the Arcata Fire District's Accounts with Redwood Capital Bank, CalTRUST, and the County of Humboldt Treasury Accounts	Pg.	
		a. Attachment 1 - Resolution 24-320b. Attachment 2 - Authorized Signers for Auditor-Controller	Pg. Pg.	
	4.	Rescind Side Letter dated 03-14-23 between the Arcata Fire Protection District and the SMG	Pg.	32
DIS	STR	ICT BUSINESS	Pg.	33
	1.	Adopt Resolution 24-321, Authorizing the Fire Chief to Exercise an Option to Purchase the Downtown Arcata Station; Further Authorize the Fire Chief to take Such Further Acts as May be Necessary to Close Escrow and Determining the Action to be Exempt from CEQA		
		a. Attachment 1 - Option Agreementb. Attachment 2 - Resolution 24-321	Pg. Pg.	
	2.	Consider Accepting the Fiscal Year 2023-24 Financial Audit Report a. Attachment 1 - Arcata Fire District Audit Report June 30, 2024	Pg. Pg.	
	3.	Approve the Purchase of the Removal of the Mad River Fire Station Fuel Tanks	Pg.	143
	4.	Consider the Schedule to Set the Dates and Time for the Regular Board Meetings for the 2025 Calendar Year a. Attachment 1 - Proposed 2025 Regular Board Meeting Schedule		145147
<u>CO</u>	RRI	ESPONDENCE & COMMUNICATIONS	Pg.	148
	1.	Public Correspondence		
		a. Thank you card from local business - Chief Emmons	Pg.	149
	2.	Committee Reports		
		a. Fire Station Ad-Hoc Committee (Maynor, Akana)		
		b. AVFA, L4981, AFPD Relations Ad-Hoc Committee (Maynor)		
		c. FY 2024/25 Budget Committee (Johnson, Loudenslager)		
		d. Chief's Evaluation Committee (Loudenslager, Mendosa)		
	3.	Fire Chief's Monthly Report	Pg.	150
	4	Divide to a Matter		

4. Director Matters

ADJOURNMENT

Next <u>Regular Board Meeting</u> is scheduled for December 10, 2024, **Arcata Downtown** Station Classroom, 631 9th Street in Arcata at 5:30 pm.

Prepared by: Katie Hill, Clerk of the Board

The Arcata Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, shall make their request by calling (707)825-2000, no later than 48 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority of, or all, the Board in advance of a meeting may be viewed at 2149 Central Avenue, McKinleyville, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Board Secretary, at (707) 825-2000. The meeting agenda is posted at least 72 hours in advance of regular scheduled meetings, at the following locations:

- District's Headquarters' Building, 2149 Central Avenue, McKinleyville, CA 95519
- Arcata Downtown Station, 631 9th Street, Arcata, CA 95521
- Mad River Station, 3235 Janes Road, Arcata, CA 95521
- The Arcata Fire Protection District website: www.arcatafire.org

Public Comment & Association Reports



To: The Arcata Fire District Board of Directors

RE: Local 4981 monthly report

Good evening. This monthly report will serve as an overview of activities, announcements, and special notifications that directly involve or are of reasonable relevance to Local 4981. You all are encouraged to ask any questions necessary to provide further clarification on any topic.

Activities:

-Local 4981 ran a social media campaign for Measure M. The goal for future ballot measures is to coordinate a more robust campaign with collaboration between all levels of the District. The Local has a multitude of political resources at our disposal, and we are eager to be an integral part of these efforts.

-Local President participated in a Special District Financing class held by CSDA. This was a great opportunity to further understand how the District's budget is created and maintained, and how the Local fits into the budgeting process.

-Two Local members that are Duty Qualified Captains, filled in for the month as the duty officer. This position is responsible for overseeing the day to day operations for the District, as well as providing command and control for major emergencies.

Respectfully submitted,

Marcus Lillard President, Local 4981



ARCATA VOLUNTEER FIREFIGHTERS ASSOCIATION, INC.

2149 Central Avenue McKinleyville, California 95519 (707) 825-2000

Date: 11/12/2024 MONTHLY ACTIVITY REPORT
To: Board of Directors, Arcata Fire District
From Arcata Volunteer Firefighters' Association

Mission: We exist to provide support, advocacy, and a social network for those Volunteering to contribute to the mission of the Arcata Fire District.

Volunteering

- Volunteer hours of support for October were about 36 hours.
 - VLU October training Rehab setup and reviewed equipment on Logistic 8291
 - Supported Fire Station open house

Community Outreach and Support

- CPR and First Aid Training
 - 1 CPR/BLS classes, 5 student's total
- Grant Activity
 - o To date Grants for 2024 received \$113,000 worth of equipment for the District
 - o The Berg foundation will fund the request for \$54,000 to supply fire hose.

Other AVFA Activities

- Holiday celebration on November 14th at the Six Rivers Masonic Lodge, 251 Bayside Road, Arcata.
- AVFA has completed all required signatures (including notarized) for the Option Agreement with the District to purchase of the 9th station.

Consent Calendar



MINUTES

Regular Board Meeting October 8, 2024 5:30 p.m.

Location: 631 9th Street, Arcata Arcata Fire Station Classroom

Board of Directors

Eric Loudenslager (Division 4) - President, Jason Akana (Division 5) - Vice President, Nicole Johnson (Division 2) - Director, Blaine Maynor (Division 1) - Director, Randy Mendosa (Division 3) - Director

CALL TO ORDER

The regular session of the Board of Directors for the Arcata Fire District was called to order by President Eric Loudenslager at 5:29 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Loudenslager.

ATTENDANCE AND DETERMINATION OF A QUORUM

The meeting continued with a quorum and the following were present: President Eric Loudenslager, Vice President Jason Akana, Director Nicole Johnson, and Director Randy Mendosa. Director Blaine Maynor was absent.

Additional District administrative staff included Chief Chris Emmons, Assistant Chief Ross McDonald, and Board Clerk Katie Hill.

APPROVAL OF AGENDA

It was moved to approve the agenda.

Motion: Akana: Second: Mendosa

Roll Call: Ayes; Akana, Johnson, Mendosa, Loudenslager. Absent: Maynor

Motion carries

PUBLIC COMMENT

There were no public comments.

Local 4981 – Captain Marcus Lillard reviewed the Local 4981 monthly report. Directors provided comments and asked questions that were answered by Captain Lillard. Public member Daryl Chin asked questions.

CLOSED SESSION

- Conference with Real Property Negotiators (Gov. Gode section 54956.8.)
 Property: 631 9th Street, Arcata CA 95521
 Agency negotiator: District Counsel, Ryan Plotz
- 2. Deliberation re: an Employment Matter (Gov. Code Section 54957)
 Agency designated representative: District Counsel, Peter Cress

President Loudenslager adjourned to closed session at 5:48 pm.

The meeting was reconvened at 6:33 pm.

Report out of closed session by President Loudenslager; nothing to report.

CONSENT CALENDAR

- 1. Minutes from September 10, 2024, Regular Meeting
- 2. September 2024 Financial Report

It was moved to approve consent calendar items.

Motion: Mendosa, Second: Johnson

Roll Call: Ayes; Akana, Johnson, Mendosa, Loudenslager. Absent: Maynor

Motion carries

DISTRICT BUSINESS

1. Approve the Secured Property Tax Revenue Exchange Agreement with the County of Humboldt for the Annexation of Arcata Fire District Good Will Response Area

Chief Emmons read his staff note aloud. It was noted that information in the agreement was incorrect and would be amended by LAFCo.

Directors provided comments and questions.

There were no comments from the public.

It was moved to approve, and authorize the Chair of the Board to execute, a secured property tax revenue exchange agreement with Arcata Fire Protection District and adopt the attached resolution authorizing a secured property tax revenue exchange between the County of Humboldt and Arcata Fire Protection District.

Motion: Akana; Second: Johnson

Roll Call: Ayes; Akana, Johnson, Mendosa, Loudenslager. Absent: Maynor

Motion carries

2. Approve Proposed Contract with Restoration Counseling Centers for Arcata Fire District Staff

Chief Emmons read his staff note aloud.

Directors provided comments.

There were no comments from the public.

Captain Marcus Lillard spoke on behalf of Local 4981.

It was moved to approve the attached contract and authorize the Fire Chief to sign and execute the contract on behalf of the District.

Motion: Akana; Second: Mendosa

Roll Call: Ayes; Akana, Johnson, Mendosa, Loudenslager. Absent: Maynor

Motion carries

CORRESPONDENCE & COMMUNICATIONS

- 1. Public Correspondence
 - Thank you card from Arcata High Ag. Mechanics Fire Marshal Ed Laidlaw
 - b. Prior to the meeting and after the agenda had been posted, a thank you note was received from Humboldt Bay Fire. A copy of it was available for public viewing and copy will be added to the minutes as Attachment 1.
- 2. Committee Reports
 - a. Fire Station Ad-Hoc Committee (Maynor, Akana) nothing to report
 - AVFA, L4981, AFPD Relations Ad-Hoc Committee (Maynor) nothing to report
 - c. FY 2024/25 Budget Committee (*Johnson, Loudenslager*) nothing to report
 - d. Chief's Evaluation Committee (*Loudenslager, Mendosa*) nothing to report
- 3. Fire Chief's Monthly Report Prior to reading his monthly report, Chief Emmons spoke about the success of the District's Open House. Chief Emmons corrected the title of August to September Notable Incidents. President Loudenslager asked a question.
- 4. Director Matters Directors provided comments.

ADJOURNMENT

Following a motion by Director Mendosa and a second by Director Akana, President Loudenslager adjourned the meeting at 7:04pm.

The next Regular Meeting is scheduled for November 12, 2024, at the Arcata Downtown Station Classroom, 631 9th Street in Arcata at 5:30 pm.

Respectfully submitted,

Katie Hill, Clerk of the Board



HUMBOLDT BAY FIRE

Joint Powers Authority

533 C Street • Eureka, California 95501-0340 • (707) 441-4000 Fax (707) 441-4133 • www.hbfire.org • email: info@hbfire.org

Chris Emmons, Fire Chief Arcata Fire District 2149 Central Ave. McKinleyville, Ca. 95519 September 30th, 2024

Chief Emmons,

On behalf of Humboldt Bay Fire, I would like to thank you and your staff for providing an engine for coverage of the Humboldt Bay Fire response area on September 28th, 2024 during the memorial service for retired Humboldt Fire District #1 Captain William Reynolds Sr. Your assistance is greatly appreciated and your support allowed all on duty Humboldt Bay Fire companies to attend the memorial service and provide his family the support necessary at a difficult time.

Thank You,

Timothy E. Citro, Interim Fire Chief Humboldt Bay Fire Authority 533 C St. Eureka, Ca. 95501 9:41 AM 11/06/24 Accrual Basis

Arcata Fire Protection District Interest Earned Fiscal Year to Date

Туре	Date	Memo	Split	Amount
ISE OF MONEY & P	ROPERTY			
800190 · Interest I	Income			
Deposit	07/28/2024	Interest	Contingency Fund	2,178.49
Deposit	07/28/2024	Interest	PERS Contingency Fund	3,087.81
Deposit	07/28/2024	Interest	Vehicle Replacement Fund	4,222.80
Deposit	07/31/2024	Interest	CalTRUST	11,919.03
Deposit	07/31/2024	Interest	CCCU Liquid Assets	150.78
Deposit	07/31/2024	Interest	CCCU Checking	127.16
Deposit	07/31/2024	Interest	RCB - Business Savings	26.23
Deposit	07/31/2024	Interest	RCB - Business Checking	2.74
Deposit	08/30/2024	Interest	CalTRUST	6,316.43
Deposit	08/30/2024	Interest	PERS Contingency Fund	3,758.06
Deposit	08/30/2024	Interest	Contingency Fund	2,689.76
Deposit	08/30/2024	Interest	Vehicle Replacement Fund	4,742.33
Deposit	08/31/2024	Interest	RCB - Business Checking	33.05
Deposit	08/31/2024	Interest	CCCU Liquid Assets	0.16
Deposit	08/31/2024	Interest	CCCU Checking	47.84
Deposit	08/31/2024	Interest	RCB - Business Savings	101.71
Deposit	09/30/2024	Interest	CalTRUST	3,627.09
Deposit	09/30/2024	Interest	PERS Contingency Fund	4,066.44
Deposit	09/30/2024	Interest	Vehicle Replacement Fund	4,878.08
Deposit	09/30/2024	Interest	Contingency Fund	2,934.98
Deposit	09/30/2024	Interest	RCB - Business Savings	98.51
Deposit	09/30/2024	Interest	RCB - Business Checking	33.31
Deposit	09/30/2024	Interest	CCCU Savings	0.18
Deposit	09/30/2024	Interest	CCCU Liquid Assets	0.16
Deposit	09/30/2024	Interest	CCCU Checking	28.64
Deposit	10/31/2024	Interest	CalTRUST	14,741.32
Deposit	10/31/2024	Interest	Contingency Fund	2,892.41
Deposit	10/31/2024	Interest	Vehicle Replacement Fund	4,807.32
Deposit	10/31/2024	Interest	PERS Contingency Fund	4,007.45
Total 800190 · Inte	erest Income			81,520.27
otal USE OF MONE	Y & PROPERTY			81,520.27
ΓAL				81,520.27

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE	000 000 00	200 200 24	2.24	100.00/
101117 · Property Tax - Current Secured	866,666.68	866,666.64	0.04	100.0%
102500 · Property Tax-Current Unsecured	30,000.00	30,000.00	0.00	100.0%
103500 · Property Tax-Prior Yrs Secured	0.00	19,333.36	-19,333.36	0.0%
105110 · Property Tax-Prior Yrs Unsecure 800040 · Supplemental Taxes-Current	19,333.32 4,000.00	333.36	18,999.96	5,799.5%
105900 · Supplemental Taxes-Prior Yrs	4,000.00 1.666.68	4,000.00 1.666.64	0.00 0.04	100.0% 100.0%
113100 · State Timber Tax	0.00	900.00	-900.00	0.0%
800050 · Property Assessments	1,241,333.32	1,241,333.36	-0.04	100.0%
Total TAX REVENUE	2,163,000.00	2,164,233.36	-1,233.36	99.9%
USE OF MONEY & PROPERTY				
800190 · Interest Income	81,520.27	65,000.00	16,520.27	125.4%
Total USE OF MONEY & PROPERTY	81,520.27	65,000.00	16,520.27	125.4%
INTERGOVERNMENTAL				
525110 · Homeowners Property Tax Relief 800600 · Other Government Agencies	0.00	0.00	0.00	0.0%
NCQUAMD	0.00	700.00	-700.00	0.0%
Proposition 172 Disbursement	0.00	8,700.00	-8,700.00	0.0%
Total 800600 · Other Government Agencies	0.00	9,400.00	-9,400.00	0.0%
800950 · Firefighting Reimbursements	26,298.53			
Total INTERGOVERNMENTAL	26,298.53	9,400.00	16,898.53	279.8%
CHARGES FOR SERVICES				
800155 · Prevention Fees	3,477.00	4,000.00	-523.00	86.9%
800156 · R1/R2 Inspection Fees	15,249.45	15,000.00	249.45	101.7%
800700 · Other Services	57.88			
800946 · Incident Revenue Recovery Fees	1,760.59	3,333.36	-1,572.77	52.8%
Total CHARGES FOR SERVICES	20,544.92	22,333.36	-1,788.44	92.0%
MISCELLANEOUS REVENUES				
800920 · Sale of Fixed Assets	0.00	10,000.00	-10,000.00	0.0%
800940 · Other Revenue	10.700.00			
Donations Other Revenue Unclassified	12,788.69 0.00	1 000 00	1 000 00	0.0%
800940 · Other Revenue - Other	18.00	1,000.00	-1,000.00	0.0%
Total 800940 · Other Revenue	12,806.69	1,000.00	11,806.69	1,280.7%
800941 · Refunds 800942 · Incident Reports	4,009.53 90.00	0.00 200.00	4,009.53 -110.00	100.0% 45.0%
Total MISCELLANEOUS REVENUES	16,906.22	11,200.00	5,706.22	43.0 <i>%</i> 150.9%
Total Income	2,308,269.94	2,272,166.72	36,103.22	101.6%
Gross Profit	2,308,269.94	2,272,166.72	36,103.22	101.6%

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
ense				
ALARIES & EMPLOYEE BENEFITS 5010 · Salaries & Wages				
5010.1 · Full-Time	495,940.59	644,333.32	-148,392.73	77.0%
5010.2 · CTO Payout	211,430.07	129,000.00	82,430.07	163.9%
5010.3 · Settlement Pay/Vacation 5010.4 · Holiday Pay	18,491.96 3,252.48	30,000.00	-11,508.04	61.6% 7.1%
5010.4 · Holiday Pay 5010.5 · Deferred Compensation	24,600.00	46,000.00 19,000.00	-42,747.52 5,600.00	7.1% 129.5%
5010.6 · Part-Time (Hourly)	20,140.55	23,666.68	-3,526.13	85.1%
5010.7 · CalFire/OES Pay	5,151.21	0.00	5,151.21	100.0%
5010 · Salaries & Wages - Other	0.00	0.00	0.00	0.0%
Total 5010 · Salaries & Wages	779,006.86	892,000.00	-112,993.14	87.3%
5020 · Retirement 5020.1 · CalPERS Retirement	182,761.98	182,000.00	761.98	100.4%
5020.2 · Social Secuirty	1,483.93	1,333.32	150.61	111.3%
5020.3 · Medicare	12,813.83	9,666.68	3,147.15	132.6%
5020.4 · CalPERS UAL Payment	102,976.00	190,000.00	-87,024.00	54.2%
Total 5020 · Retirement	300,035.74	383,000.00	-82,964.26	78.3%
5030 · Group Insurance	470.740.40	0.47.000.00	10.505.11	70.00/
5030.1 · Health (Current Employees) 5030.2 · Health (Retirees)	170,748.18 112,783.44	217,333.32 107,333.32	-46,585.14 5,450.12	78.6% 105.1%
5030.2 · Health (Retirees) 5030.3 · Retiree Health Admin Fees	648.67	833.32	5,450.12 -184.65	77.8%
5030.4 · Dental, Vision & Life	12,726.31	17,000.00	-4,273.69	74.9%
5030.5 · Air Ambulance	37.00	3,000.00	-2,963.00	1.2%
5030.6 · Long Term Disability	2,465.00	2,666.68	-201.68	92.4%
Total 5030 · Group Insurance	299,408.60	348,166.64	-48,758.04	86.0%
5033 · Unemployment Insurance	0.00	0.00	0.00	0.0%
5035 · Worker's Compensation				
5035.1 · Primary	113,623.67	43,000.00	70,623.67	264.2%
5035.2 · Excess 5035.3 · Admin Fee	0.00 19,750.15	30,000.00 15,000.00	-30,000.00 4,750.15	0.0% 131.7%
Total 5035 · Worker's Compensation	133,373.82	88,000.00	45,373.82	151.6%
SALARIES & EMPLOYEE BENEFITS - Other	150,347.13			
otal SALARIES & EMPLOYEE BENEFITS	1,662,172.15	1,711,166.64	-48,994.49	97.1
ERVICE & SUPPLIES				
5050 · Clothing & Personal Supplies				
5050.1 · Uniforms	4,682.44	20,000.00	-15,317.56	23.4%
5050.2 · Station Boots 5050.3 · PPE - Structure	545.61 2,217.42	2,000.00 12,000.00	-1,454.39 -9,782.58	27.3% 18.5%
5050.4 · PPE - Wildland	0.00	5,000.00	-5,000.00	0.0%
5050.5 · VLU Team	0.00	1,000.00	-1,000.00	0.0%
5050.6 · Shields & Badges	209.04	2,000.00	-1,790.96	10.5%
Total 5050 · Clothing & Personal Supplies	7,654.51	42,000.00	-34,345.49	18.2%
5060 · Communications 5060.1 · Phones - Landline & Cellular	4,967.51	4,666.68	300.83	106.4%
5060.2 · Alarm Monitoring	0.47.50			
Arcata Station Mad River Station	217.50 210.00			
McKinleyville Station	224.74			
5060.2 · Alarm Monitoring - Other	0.00	1,166.68	-1,166.68	0.0%
Total 5060.2 · Alarm Monitoring	652.24	1,166.68	-514.44	55.9%
5060.3 · Communications - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFCA Radio System 5060.5 · Cable TV & Internet	0.00 4,624.96	1,500.00 4,500.00	-1,500.00 124.96	0.0% 102.8%
Total 5060 · Communications	10,244.71	12,333.36	-2,088.65	83.1%
5080 · Food				
5080.1 · Food & Rehab Supplies	1,161.63	1,000.00	161.63	116.2%
5080.2 · Drinking Water 5080 · Food - Other	535.99 160.00	1,000.00	-464.01	53.6%
				00.00/
Total 5080 · Food	1,857.62	2,000.00	-142.38	92.9%
Total 5080 · Food	1,857.62	2,000.00	-142.38	92.9%
	1,857.62 377.12	2,000.00	-142.38	92.9%

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
Mad River Station	702.04			
McKinleyville Station 5090.1 · Station Supplies - Other	1,432.55 37.14	1,666.64	-1,629.50	2.2%
Total 5090.1 · Station Supplies	2,548.85	1,666.64	882.21	152.9%
5090.2 · Garbage Service	,	,		
Arcata Station	294.56			
Mad River Station McKinleyville Station	1,121.23 658.70			
5090.2 · Garbage Service - Other	293.01	1,666.64	-1,373.63	17.6%
Total 5090.2 · Garbage Service	2,367.50	1,666.64	700.86	142.1%
5090.3 · Station Furniture				
Mad River Station McKinleyville Station	2,878.23 1,925.57			
5090.3 · Station Furniture - Other	0.00	5,000.00	-5,000.00	0.0%
Total 5090.3 · Station Furniture	4,803.80	5,000.00	-196.20	96.1%
Total 5090 · Household Expenses	9,720.15	8,333.28	1,386.87	116.6%
5100 · Liability Insurance	64 244 00	F2 000 00	0.244.00	447.70/
5100.1 · Liability Insurance	61,214.00	52,000.00	9,214.00	117.7%
Total 5100 · Liability Insurance	61,214.00	52,000.00	9,214.00	117.7%
5120 · Maintenance - Equipment 5120.1 · Vehicles	0.400.00			
215 · 2016 Chevy 1500 214 · 2020 Chevy 1500	2,480.09 862.32			
210 · 2010 F-150	250.07			
212 · 2015 Spark	137.34			
108 · 2007 Ferrara 113 · 2011 Ferrara (1)	23,350.65 494.31			
112 · 2011 Ferrara (2)	2,543.66			
116 · 2022 Pierce	2,406.46			
117 · 2004 WestMark 115 · 2018 John Deere	2,138.76 17.24			
5120.1 · Vehicles - Other	1,037.39	100,000.00	-98,962.61	1.0%
Total 5120.1 · Vehicles	35,718.29	100,000.00	-64,281.71	35.7%
5120.2 · Hose & Ladder Testing	0.00	6,500.00	-6,500.00	0.0%
5120.3 · Hose Repair	0.00	0.00	0.00	0.0%
5120.4 · SCBA 5120.5 · Hydraulic Rescue Tools	3,594.42 0.00	8,000.00	-4,405.58	44.9% 0.0%
5120.6 · Power Tools	1,051.34	3,000.00 2,000.00	-3,000.00 -948.66	52.6%
5120.7 · AED & LUCAS	4,712.40	8,100.00	-3,387.60	58.2%
5120.8 · Fire Extinguishers	1,546.98	1,000.00	546.98	154.7%
5120.9 · Miscellaneous Equipment 5120.10 · Small Instrument Repair & Test	768.18 0.00	1,000.00 3,000.00	-231.82 -3,000.00	76.8% 0.0%
5120 · Maintenance - Equipment - Other	909.16	3,000.00	-5,000.00	0.0 %
Total 5120 · Maintenance - Equipment	48,300.77	132,600.00	-84,299.23	36.4%
5121 · Maintenance - Electronics				
5121.1 · Computers	6,792.10	1,000.00 1,000.00	5,792.10	679.2%
5121.2 · Radios, Pagers & FireCom 5121.3 · Batteries (non-household)	226.84 378.00	1,500.00	-773.16 -1,122.00	22.7% 25.2%
Total 5121 · Maintenance - Electronics	7,396.94	3,500.00	3,896.94	211.3%
5130 · Maintenance-Buildings & Grounds				
5130.1 · General Structure Mad River Station	165.81			
McKinleyville Station	150.52			
5130.1 · General Structure - Other	908.20	46,000.00	-45,091.80	2.0%
Total 5130.1 · General Structure	1,224.53	46,000.00	-44,775.47	2.7%
5130.2 · Grounds Bayside Property	250.00			
Mad River Station	44.22			
McKinleyville Station	15,722.78	10 000 00	40.000.00	0.00/
5130.2 · Grounds - Other	0.00	10,000.00	-10,000.00	0.0%
Total 5130.2 · Grounds	16,017.00	10,000.00	6,017.00	160.2%
5130.3 · Emergency Power	0.00	3,000.00	-3,000.00	0.0%

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
5130.4 · Pest Control				
Arcata Station	285.00			
Mad River Station	285.00			
McKinleyville Station 5130.4 · Pest Control - Other	255.00 0.00	1,000.00	-1,000.00	0.0%
Total 5130.4 · Pest Control	825.00	1,000.00	-175.00	82.5%
Total 5130 · Maintenance-Buildings & Grounds	18,066.53	60,000.00	-41,933.47	30.1%
5140 · Medical Supplies				
5140.1 · EMS 5140.2 · AED & Lucas	813.75 0.00	2,000.00 166.64	-1,186.25 -166.64	40.7% 0.0%
Total 5140 · Medical Supplies	813.75	2,166.64	-1,352.89	37.6%
5150 · Memberships				
5150.1 · Dues				
CalChiefs	1,008.00			
FDAC	375.00	2 000 00	0.000 E0	F 60/
5150.1 · Dues - Other Total 5150.1 · Dues	166.50	3,000.00	-2,833.50	5.6% 51.7%
	1,549.50 1,549.50	3,000.00	-1,450.50 -1,450.50	51.7%
Total 5150 · Memberships	1,549.50	3,000.00	-1,430.30	31.770
5160 · Miscellaneous Expense 5160.1 · Uncategorized Misc. Expense	0.00	2,500.00	-2,500.00	0.0%
Total 5160 · Miscellaneous Expense	0.00	2,500.00	-2,500.00	0.0%
5170 · Office Expense				
5170.1 · Office Supplies	958.88	1,333.36	-374.48	71.9%
5170.2 · Postage	268.94	2,000.00	-1,731.06	13.4%
5170.3 · Software CAD Interface	2,400.00	2,000.00	400.00	120.0%
eDispatches	0.00	2,000.00	-2,000.00	0.0%
Miscellaneous	0.00	500.00	-500.00	0.0%
Parcel Quest	2,399.00	2,400.00	-1.00	100.0%
Quickbooks	0.00	2,000.00	-2,000.00	0.0%
Records Management	0.00	4,700.00	-4,700.00	0.0%
Scheduling Program	3,040.00	3,500.00	-460.00	86.9%
Total 5170.3 · Software	7,839.00	17,100.00	-9,261.00	45.8%
5170.4 · Subscription Periodicals 5170 · Office Expense - Other	0.00 114.41	100.00	-100.00	0.0%
Total 5170 · Office Expense	9,181.23	20,533.36	-11,352.13	44.7%
5180 · Professional & Special Services				
5180.1 · Legal	18,573.50	6,666.64	11,906.86	278.6%
5180.2 · Human Resources	0.00	10,000.00	-10,000.00	0.0%
5180.3 · Medical Exam & Drug Screening	0.00 1,788.00	20,000.00	-20,000.00	0.0%
5180.4 · Background Checks 5180.5 · Audit (Financial)	0.00	5,000.00 11,000.00	-3,212.00 -11,000.00	35.8% 0.0%
5180.6 · Accountant & Bookkeeping	4,839.00	10,000.00	-5,161.00	48.4%
5180.7 · GASB Reporting	1,750.00	7,000.00	-5,250.00	25.0%
5180.8 · IT	9,721.67	11,666.64	-1,944.97	83.3%
5180.9 · Webpage Hosting 5180.10 · Subscriptions	5,172.00 40.00	1,733.36 2,700.00	3,438.64 -2,660.00	298.4% 1.5%
5180.11 · Miscellaneous	0.00	500.00		0.0%
5180.12 · Financial Consulting	0.00	5,000.00	-500.00 -5,000.00	0.0%
5180.13 · Video Production	275.00	333.36	-58.36	82.5%
Total 5180 · Professional & Special Services	42,159.17	91,600.00	-49,440.83	46.0%
5190 · Publications & Legal Notices				
5190.1 · Publications & Notices 5190 · Publications & Legal Notices - Other	150.00 130.00	1,000.00	-850.00	15.0%
Total 5190 · Publications & Legal Notices	280.00	1,000.00	-720.00	28.0%
5200 · Rent & Leases - Equipment 5200.1 · Copier	2,941.98	2,766.64	175.34	106.3%
Total 5200 · Rent & Leases - Equipment	2,941.98	2,766.64	175.34	106.3%
5210 · Rent & Leases - Structures	2,5 . 1.00	2,. 30.0 1	.70.01	.30.070
5210.1 · 631 9th Street	53,920.00	40,000.00	13,920.00	134.8%

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
Total 5210 · Rent & Leases - Structures	53,920.00	40,000.00	13,920.00	134.8%
5230 · Special District Expense 5230.1 · Property Tax Admin Fee 5230.2 · Tax Roll Direct Charge Fee 5230.3 · LAFCO Annual Fee 5230.4 · Assessment Adjustments/Refunds 5230.5 · Public Education Supplies 5230.6 · Certifications 5230.7 · Recruitment 5230.8 · Bank Fees 5230.9 · Recognition Awards 5230.10 · Health & Wellness 5230.11 · Public Outreach 5230.13 · HCFCA Air Trailer Annual Fee 5230.14 · Staff Training 5230.15 · Training Supplies 5230.16 · Grant Management 5230 · Special District Expense - Other	0.00 0.00 0.00 0.00 0.00 166.28 0.00 139.00 80.00 5,225.73 1,772.16 0.00 3,037.00 205.81 0.00 500.00	80,000.00 14,000.00 4,000.00 0.00 1,500.00 1,000.00 2,000.00 5,300.00 1,000.00 1,000.00 1,000.00	-80,000.00 -14,000.00 -4,000.00 0.00 -1,500.00 -833.72 0.00 -4,061.00 -1,920.00 -74.27 772.16 -1,000.00 -11,963.00 -794.19 0.00	0.0% 0.0% 0.0% 0.0% 16.6% 0.0% 3.3% 4.0% 98.6% 177.2% 0.0% 20.2% 20.6% 0.0%
Total 5230 · Special District Expense	11,125.98	130,000.00	-118,874.02	8.6%
5250 · Transportation & Travel 5250.1 · Fuel Mad River Station Diesel Total Mad River Station	10,378.18 10,378.18			
McKinleyville Station 5250.1 · Fuel - Other	3,681.26 3,212.40	24,666.64	-21,454.24	13.0%
Total 5250.1 · Fuel	17,271.84	24,666.64	-7,394.80	70.0%
5250.2 · Lodging 5250.3 · Per Diem Reimbursement 5250.4 · Travel Costs	0.00 223.00 663.78	3,000.00 7,000.00 10,000.00	-3,000.00 -6,777.00 -9,336.22	0.0% 3.2% 6.6%
Total 5250 · Transportation & Travel	18,158.62	44,666.64	-26,508.02	40.7%
5260 · Utilities 5260.1 · PG & E Arcata Station Mad River Station McKinleyville Station 5260.1 · PG & E - Other	5,066.02 1,797.28 7,519.43 0.00	11,900.00	-11,900.00	0.0%
Total 5260.1 · PG & E	14,382.73	11,900.00	2,482.73	120.9%
5260.2 · Water & Sewer Arcata Staton Mad River Station McKinleyville Station 5260.2 · Water & Sewer - Other	777.07 1,026.13 924.41 0.00	2,133.36	-2,133.36	0.0%
Total 5260.2 · Water & Sewer	2,727.61	2,133.36	594.25	127.9%
Total 5260 · Utilities	17,110.34	14,033.36	3,076.98	121.9%
5370 · Minor Equipment Purchases 5370.1 · Fire Hose 5370.2 · Fire Equipment & Fabrication 5310.3 · Computers & Electronics 5370.4 · Small Tools 5370.5 · Power Tools	0.00 0.00 937.74 0.00 0.00	6,500.00 4,000.00 8,000.00 1,000.00 1,000.00	-6,500.00 -4,000.00 -7,062.26 -1,000.00 -1,000.00	0.0% 0.0% 11.7% 0.0% 0.0%
Total 5370 · Minor Equipment Purchases	937.74	20,500.00	-19,562.26	4.6%
Total SERVICE & SUPPLIES	322,633.54	685,533.28	-362,899.74	47.1%
OTHER EXPENDITURES Capital Expense Equipment/Vehicles	0.00	0.00	0.00	0.0%
Total Capital Expense	0.00	0.00	0.00	0.0%
Debt Service 2021 UAL Refinance - Interest 2021 UAL Refinance - Principal 2022 Engine Purchase - Interest 2022 Engine Purchase- Principal	57,882.50 276,000.00 7,365.73 50,380.09	119,437.00 268,000.00 15,000.00 100,183.00	-61,554.50 8,000.00 -7,634.27 -49,802.91	48.5% 103.0% 49.1% 50.3%

	Jul - Oct 24	Budget	\$ Over Budget	% of Budget
Debt Issue Costs	254.50			
Total Debt Service	391,882.82	502,620.00	-110,737.18	78.0%
Reserve Fund Transfers - Out				
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	261,816.00	-261,816.00	0.0%
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Total Reserve Fund Transfers - Out	0.00	661,816.00	-661,816.00	0.0%
Total OTHER EXPENDITURES	391,882.82	1,164,436.00	-772,553.18	33.7%
Total Expense	2,376,688.51	3,561,135.92	-1,184,447.41	66.7%
Net Ordinary Income	-68,418.57	-1,288,969.20	1,220,550.63	5.3%
Net Income	-68,418.57	-1,288,969.20	1,220,550.63	5.3%

Arcata Fire Protection District Statement of Cash Flows

October 2024

	Oct 24
OPERATING ACTIVITIES	
Net Income	147,396.83
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	67,803.58
Acct. Recv County Treasury	-540,750.00
2000 · ACCOUNTS PAYABLE	25,593.75
US BANK	-13,294.23
US BANK:Allen	189.79
US BANK:Hill	3,433.39
US BANK:Emmons	108.30
US BANK:Evenson	136.70
US BANK:Freeman	4,708.55
US BANK:Johnson	715.75
US BANK:Manousos	1,185.47
US BANK:Padula	186.81
US BANK:R. McDonald	1,149.56
Net cash provided by Operating Activities	-301,435.75
Net cash increase for period	-301,435.75
Cash at beginning of period	10,712,259.92
Cash at end of period	10,410,824.17

Arcata Fire Protection District Balance Sheet

As of October 31, 2024

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	440.007.00
RCB - Business Savings	119,907.99
RCB - Business Checking CalTRUST	473,792.23 3,272,491.64
CCCU Checking	99,810.55
CCCU Liquid Assets	151.10
CCCU Savings	25.18
Contingency Fund	686,649.99
County Treasury	3,665,392.88
PERS Contingency Fund	951,357.67
Vehicle Replacement Fund	1,141,244.94
Total Checking/Savings	10,410,824.17
Accounts Receivable 1200 · ACCOUNTS RECEIVABLE	8,964.71
Total Accounts Receivable	8,964.71
Other Current Assets	
Acct. Recv County Treasury	-1,002,392.88
Interest Receivable	15,000.00
Prepaid Expense	89,792.80
Total Other Current Assets	-897,600.08
Total Current Assets	9,522,188.80
Fixed Assets	
Accumulated Depreciation	-2,615,294.00
Buildings & Improvements	2,395,484.62
Equipment Land	4,367,599.56 224,630.00
	
Total Fixed Assets	4,372,420.18
Other Assets	010 000 00
HAF WRCF Grant Receivable Deferred Outflows - OPEB	910,000.00 1,336,195.00
Deferred Outflows - PENSION	3,186,087.00
Total Other Assets	5,432,282.00
TOTAL ASSETS	19,326,890.98
LIABILITIES & EQUITY Liabilities Current Liabilities	
Accounts Payable	00.050.07
2000 · ACCOUNTS PAYABLE	92,050.37
Total Accounts Payable	92,050.37

Arcata Fire Protection District Balance Sheet

As of October 31, 2024

	Oct 31, 24
Credit Cards US BANK	7,156.48
Total Credit Cards	7,156.48
Other Current Liabilities Accounts Payable 2 Accrued Expenses - OTHER Accrued Interest Expense Compensation Time Off (CTO) WAGES PAYABLE 2100 · Payroll Liabilities Survivor Benefit 2100 · Payroll Liabilities - Other	10,000.00 72,717.88 54,659.92 55,917.31 91,262.79 37.20 8,824.52
Total 2100 · Payroll Liabilities	8,861.72
Total Other Current Liabilities	293,419.62
Total Current Liabilities	392,626.47
Long Term Liabilities Webster Bank-Fire Engine Loan West America Bank - Engine Ioan Accrued Employee Benefits Deferred Inflows - OPEB Deferred Inflows - PENSION Net Pension Liability OPEB Liability Webster Bank	1,018,000.00 535,821.08 126,217.69 3,159,498.00 2,727,191.00 2,992,322.00 9,025,949.00 4,225,000.00
Total Long Term Liabilities	23,809,998.77
Total Liabilities	24,202,625.24
Equity 32000 · *Retained Earnings Investment in Fixed Assets 3900 · RETAINED EARNINGS Net Income	2,690,255.61 2,818,599.10 -10,316,170.40 -68,418.57
Total Equity	-4,875,734.26
TOTAL LIABILITIES & EQUITY	19,326,890.98

Туре	Date	Memo	Account	Amount	Balance
23 INVESTIGATIONS Bill	10/14/2024	Peabody Back	5180.4 · Background	1,155.00	1,155.00
Total 23 INVESTIGATION	NS			1,155.00	1,155.00
707 PEST SOLUTIONS Bill Bill Bill	10/02/2024 10/02/2024 10/02/2024	September 20 September 20 September 20	Arcata Station Mad River Station McKinleyville Station	95.00 95.00 85.00	95.00 190.00 275.00
Total 707 PEST SOLUTIO	ONS			275.00	275.00
ACCESS HUMBOLDT Bill	10/01/2024	September Re	5180.13 · Video Prod	55.00	55.00
Total ACCESS HUMBOL	DT	·	_	55.00	55.00
AIRGAS Bill	10/11/2024	3 Oxygen, Co	Mad River Station	165.81	165.81
Total AIRGAS			_	165.81	165.81
AIRMEDCARE Bill	10/14/2024	Prorated Mem	5030.5 · Air Ambulan	37.00	37.00
Total AIRMEDCARE			_	37.00	37.00
AMAZON Credit Card Charge	10/07/2024 10/08/2024 10/08/2024 10/16/2024 10/17/2024 10/26/2024 10/26/2024 10/29/2024 10/30/2024	Tredmills for s White board a Coffee Maker Paper plates, f Safety glasses Epoxy to finish Legs for table Desktop printi Replacement	5230.10 · Health & 5170.1 · Office Suppl McKinleyville Station McKinleyville Station 5140.1 · EMS McKinleyville Station McKinleyville Station 5170.1 · Office Suppl McKinleyville Station	517.18 144.69 26.93 30.49 136.70 93.80 145.04 33.34 165.37	517.18 661.87 688.80 719.29 855.99 949.79 1,094.83 1,128.17 1,293.54
Total AMAZON				1,293.54	1,293.54
ANCHORTEX CORPORA Credit Card Charge Total ANCHORTEX COR	10/30/2024	Class A pants	5050.1 · Uniforms	84.70 84.70	84.70 84.70
ARCATA POLICE Bill	10/01/2024	Livescan for A	5180.4 · Background	35.00	35.00
Total ARCATA POLICE			_	35.00	35.00
ARCATA VOLUNTEER F Bill Bill Total ARCATA VOLUNTE	10/01/2024 10/29/2024	November Rent Consideration	5210.1 · 631 9th Street 5210.1 · 631 9th Street	10,210.00 1,000.00 11,210.00	10,210.00 11,210.00 11,210.00
ARLY ALLEN Bill	10/14/2024	Per Diem for	5230.14 · Staff Traini	387.00	207.00
	10/14/2024	rei Dielli IOI	5250.14 · Stall Halfil		387.00
Total ARLY ALLEN				387.00	387.00

Туре	Date	Memo	Account	Amount	Balance
AT&T- CAL NET 3 Bill	10/19/2024	Service Period	5060.1 · Phones - La	193.86	193.86
Total AT&T- CAL NET 3				193.86	193.86
AT&T MOBILITY (FIRST Credit Card Charge	NET) 10/23/2024	Cellular devic	5060.1 · Phones - La	1,320.15	1,320.15
Total AT&T MOBILITY (F	IRSTNET)			1,320.15	1,320.15
AUTO ZONE Credit Card Charge	10/13/2024	Coolant	116 · 2022 Pierce	19.38	19.38
Total AUTO ZONE			_	19.38	19.38
BLANKS USA Credit Card Charge	10/15/2024	500 Door Han	5170.1 · Office Suppl	171.52	171.52
Total BLANKS USA			_	171.52	171.52
CAL PERS Liability Check Liability Check Liability Check	10/11/2024 10/25/2024 10/25/2024	Employer Paid Employer Paid Overpayment	5020.1 · CalPERS R 5020.1 · CalPERS R 800941 · Refunds	23,134.55 23,134.55 -118.30	23,134.55 46,269.10 46,150.80
Total CAL PERS				46,150.80	46,150.80
CalPERS 457 PLAN Liability Check Liability Check	10/11/2024 10/25/2024	Employer Mat Employee con	5010.5 · Deferred Co 5010.5 · Deferred Co	2,500.00 2,500.00	2,500.00 5,000.00
Total CalPERS 457 PLAN	١		_	5,000.00	5,000.00
CENTRAL AVENUE SEF	RVICE CENTER 10/01/2024	Power Steerin	215 · 2016 Chevy 15	2,272.01	2,272.01
Total CENTRAL AVENUE	E SERVICE CEN	ITER	_	2,272.01	2,272.01
CENTRAL SANDWICH Credit Card Charge	10/15/2024	Sandwiches fo	5080.1 · Food & Reh	81.25	81.25
Total CENTRAL SANDW	ICH		_	81.25	81.25
CITY OF ARCATA Bill Bill Bill	10/01/2024 10/07/2024 10/28/2024	Annual Storm Service Period Service Period	Arcata Staton Mad River Station Arcata Staton	27.98 239.70 157.53	27.98 267.68 425.21
Total CITY OF ARCATA				425.21	425.21
CJS FIRE SUPPORT Bill Bill	10/13/2024 10/13/2024	Install rebuild Replace tank t	117 · 2004 WestMark 108 · 2007 Ferrara	2,124.12 2,455.50	2,124.12 4,579.62
Total CJS FIRE SUPPOR	RT			4,579.62	4,579.62
COASTAL BUSINESS S	YSTEMS, INC 10/16/2024	1 copier, 2 aq	5200.1 · Copier	806.67	806.67
Total COASTAL BUSINE	SS SYSTEMS,	NC	_	806.67	806.67

Туре	Date	Memo	Account	Amount	Balance
DARLEY Bill	10/15/2024	Flow test kit	5120.1 · Vehicles	894.47	894.47
Total DARLEY				894.47	894.47
DEPARTMENT OF JUST	ICE 10/03/2024	Life scan Fing	5180.4 · Background	49.00	49.00
Total DEPARTMENT OF	JUSTICE		_	49.00	49.00
EMMONS REPAIR SERV	ICE 10/10/2024	Repair of Mod	113 · 2011 Ferrara (1)	70.00	70.00
Total EMMONS REPAIR S	SERVICE		_	70.00	70.00
ENGLUND MARINE Credit Card Charge	10/11/2024	Replacement	5120 · Maintenance	21.41	21.41
Total ENGLUND MARINE			_	21.41	21.41
EUREKA HUMBOLDT FII Bill Bill Bill Bill	RE EXTINGUIS 10/15/2024 10/16/2024 10/16/2024 10/18/2024	HER CO. INC (4) 20# ABC S (2) 20# ABC S 2 20# ABC ser	5120.8 · Fire Extingu 5120.8 · Fire Extingu 5120.8 · Fire Extingu 5120.8 · Fire Extingu	86.19 0.00 392.47 749.43	86.19 86.19 478.66 1,228.09
Total EUREKA HUMBOLD	OT FIRE EXTING	GUISHER CO. INC	_	1,228.09	1,228.09
EUREKA OXYGEN Bill	10/08/2024	(28) Hydrotest	5120.4 · SCBA	1,386.00	1,386.00
Total EUREKA OXYGEN			_	1,386.00	1,386.00
FACEBOOK Credit Card Charge	10/17/2024	SOC Survey B	5190.1 · Publications	30.00	30.00
Total FACEBOOK				30.00	30.00
Field Fire Credit Card Charge	10/21/2024	Station boots f	5050.2 · Station Boots	358.80	358.80
Total Field Fire				358.80	358.80
FIRE PREVENTION CLAS Credit Card Credit	SSES LLC 10/12/2024	Refund of Fire	5230.14 · Staff Traini	-310.00	-310.00
Total FIRE PREVENTION	CLASSES LLC			-310.00	-310.00
FIRE RISK MANAGEMEN Bill	NT SERVICES 10/15/2024	November 2024	5030.4 · Dental, Visi	2,983.88	2,983.88
Total FIRE RISK MANAGE	EMENT SERVIC	CES		2,983.88	2,983.88
FLEETPRIDE Bill	10/29/2024	Fuel Tank Filter	Mad River Station	61.29	61.29
Total FLEETPRIDE			_	61.29	61.29
GALLS Credit Card Charge	10/04/2024	Name Tag for	5050.1 · Uniforms	23.91	23.91
Total GALLS			_	23.91	23.91

Туре	Date	Memo	Account	Amount	Balance
HENSELS Bill	10/24/2024	Split ring, scra	Arcata Station	35.43	35.43
Total HENSELS				35.43	35.43
HUMBOLDT FASTENERS Credit Card Charge	3 10/08/2024	Blower for Sta	McKinleyville Station	374.33	374.33
Total HUMBOLDT FASTEI	NERS			374.33	374.33
INFINITE CONSULTING S Bill Bill Bill	10/01/2024 10/22/2024 10/30/2024	Monthly Servi New computer E-waste dispo	5180.8 · IT 5121.1 · Computers 5121.1 · Computers	3,541.67 3,078.17 61.96	3,541.67 6,619.84 6,681.80
Total INFINITE CONSULT	ING SERVICES	3		6,681.80	6,681.80
JACKSON & EKLUND Bill	10/02/2024	Accounting se	5180.6 · Accountant	3,307.00	3,307.00
Total JACKSON & EKLUN	D			3,307.00	3,307.00
JASON AKANA Bill Bill	10/01/2024 10/28/2024	Meetings: 8/1 Per Diem for	5230 · Special Distric 5250.3 · Per Diem R	300.00 223.00	300.00 523.00
Total JASON AKANA				523.00	523.00
L.N. CURTIS AND SONS	10/16/2024	Cap with chain	5120.1 · Vehicles	142.92	142.92
Total L.N. CURTIS AND S	ONS		_	142.92	142.92
LES SCHWAB TIRE Bill	10/19/2024	Traction on/off	116 · 2022 Pierce	898.06	898.06
Total LES SCHWAB TIRE				898.06	898.06
LIGHTHOUSE UNIFORM Credit Card Charge	10/30/2024	Class A Cap f	5050.1 · Uniforms	105.09	105.09
Total LIGHTHOUSE UNIF	ORM			105.09	105.09
LOCK AND HINGE Credit Card Charge	10/08/2024	Battery pack t	5130.1 · General Str	83.20	83.20
Total LOCK AND HINGE				83.20	83.20
LOS BAGELS Credit Card Charge	10/15/2024	Bagels for En	5080.1 · Food & Reh	38.71	38.71
Total LOS BAGELS				38.71	38.71
LUBE CENTRAL Bill	10/09/2024	Oil Change	210 · 2010 F-150	87.84	87.84
Total LUBE CENTRAL			_	87.84	87.84
LUZMILA'S Credit Card Charge	10/08/2024	Working lunch	5080.1 · Food & Reh	120.70	120.70
Total LUZMILA'S		-	_	120.70	120.70

Туре	Date	Memo	Account	Amount	Balance
MAD RIVER UNION Bill	10/15/2024	Measure M N	5190.1 · Publications	120.00	120.00
Total MAD RIVER UNION				120.00	120.00
MCK. COMM. SERVICES Bill Bill	DISTRICT 10/07/2024 10/31/2024	McK DVC Ser Service Period	McKinleyville Station McKinleyville Station	25.76 190.91	25.76 216.67
Total MCK. COMM. SERV	ICES DISTRICT			216.67	216.67
MCKINLEYVILLE ACE HA	ARDWARE 10/25/2024	(2) padlock co	McKinleyville Station	56.01	56.01
Total MCKINLEYVILLE AC	E HARDWARE		_	56.01	56.01
MCKINLEYVILLE OFFICE Bill	SUPPLY 10/25/2024	Fax of 457 do	5170.1 · Office Suppl	2.50	2.50
Total MCKINLEYVILLE OF	FICE SUPPLY		-	2.50	2.50
MIDAMERICA HRA Bill	10/16/2024	November HRA	5030.2 · Health (Reti	24,801.19	24,801.19
Total MIDAMERICA HRA			_	24,801.19	24,801.19
NICOLE JOHNSON Bill	10/01/2024	Meetings: 8/1	5230 · Special Distric	200.00	200.00
Total NICOLE JOHNSON				200.00	200.00
OFFICE DEPOT Bill Bill Bill	10/08/2024 10/08/2024 10/08/2024	Dishwasher ta Mr Clean Magi Ajax Dishwas	Arcata Station Arcata Station 5090.1 · Station Sup	40.40 6.13 37.14	40.40 46.53 83.67
Total OFFICE DEPOT				83.67	83.67
OPTIMUM Bill	10/01/2024	Service Period	5060.5 · Cable TV &	1,156.24	1,156.24
Total OPTIMUM				1,156.24	1,156.24
PACIFIC GAS AND ELEC Bill Bill Bill	TRIC 10/01/2024 10/07/2024 10/30/2024	Service Period Service Period Service period	McKinleyville Station Arcata Station McKinleyville Station	1,474.09 1,906.00 1,479.28	1,474.09 3,380.09 4,859.37
Total PACIFIC GAS AND E	ELECTRIC			4,859.37	4,859.37
PERS / HEALTH Bill Bill Bill Bill	10/16/2024 10/16/2024 10/16/2024 10/16/2024	PA Billing Acti PA Billing Em Admin Fee for Admin Fee for	5030.1 · Health (Curr 5030.2 · Health (Reti 5030.1 · Health (Curr 5030.3 · Retiree Hea	39,154.27 4,812.64 93.97 71.07	39,154.27 43,966.91 44,060.88 44,131.95
Total PERS / HEALTH				44,131.95	44,131.95
PICKY PICKY PICKY Credit Card Charge	10/02/2024	Padula Station	5050.2 · Station Boots	186.81	186.81
Total PICKY PICKY PICKY	,		_	186.81	186.81

Туре	Date	Memo	Account	Amount	Balance
RECOLOGY Credit Card Charge	10/23/2024	17 cu yard du	Mad River Station	826.67	826.67
Total RECOLOGY				826.67	826.67
REDWOOD COAST FUE Bill Bill	LS (RELADYN) 10/21/2024 10/21/2024	E) 168 gallons 466 gallons	McKinleyville Station Diesel	833.90 2,274.94	833.90 3,108.84
Total REDWOOD COAST	Γ FUELS (RELA	DYNE)		3,108.84	3,108.84
SAFEWAY Credit Card Charge Credit Card Charge	10/14/2024 10/31/2024	Chips, drinks Candy for Hall	5080.1 · Food & Reh 5230.11 · Public Out	16.61 29.98	16.61 46.59
Total SAFEWAY			_	46.59	46.59
SEA QUAKE BREWING Credit Card Charge	10/23/2024	Dinner for joint	5080.1 · Food & Reh	108.30	108.30
Total SEA QUAKE BREW	/ING			108.30	108.30
SHARP AUTO GRAPHIO	10/14/2024	Changed of U	210 · 2010 F-150	80.00	80.00
Total SHARP AUTO GRA	PHICS			80.00	80.00
SoftwareMedia.com Credit Card Charge	10/28/2024	Visio for W. P	5310.3 · Computers	64.99	64.99
Total SoftwareMedia.com	l			64.99	64.99
STAPLES Credit Card Charge Credit Card Charge	10/18/2024 10/29/2024	Office Chair fo Personnel trai	5170.1 · Office Suppl 5170.1 · Office Suppl	237.04 187.14	237.04 424.18
Total STAPLES				424.18	424.18
STRYKER Bill	10/01/2024	Annual Procar	5120.7 · AED & LUC	4,712.40	4,712.40
Total STRYKER				4,712.40	4,712.40
TARGET Credit Card Charge Credit Card Charge Credit Card Credit	10/02/2024 10/02/2024 10/07/2024	2 paper bins 2 helium tanks Return of ribbon	McKinleyville Station 5230.11 · Public Out 5230.11 · Public Out	30.00 97.21 -2.69	30.00 127.21 124.52
Total TARGET				124.52	124.52
THE DONUT MILL Credit Card Charge	10/05/2024	Donuts for sta	5080.1 · Food & Reh	41.00	41.00
Total THE DONUT MILL				41.00	41.00
THE MILL YARD Bill Bill	10/01/2024 10/19/2024	2x4x8 STD Gr Ear Protectors	5230.11 · Public Out Mad River Station	4.24 17.35	4.24 21.59
Total THE MILL YARD			_	21.59	21.59

Туре	Date	Memo	Account	Amount	Balance
TITAN FITNESS Credit Card Charge	10/07/2024	Gym equipme	5230.10 · Health &	4,708.55	4,708.55
Total TITAN FITNESS				4,708.55	4,708.55
TO DIANE WITH LOVE C Credit Card Charge	OOKIES CO 10/03/2024	Cookies for Fir	5230.11 · Public Out	310.00	310.00
Total TO DIANE WITH LC	VE COOKIES (co		310.00	310.00
VALLEY PACIFIC Bill	10/31/2024	Administrative	5250.1 · Fuel	803.31	803.31
Total VALLEY PACIFIC				803.31	803.31
VECTOR SOLUTIONS Bill	10/01/2024	Annual Renewal	Scheduling Program	3,040.00	3,040.00
Total VECTOR SOLUTION	NS			3,040.00	3,040.00
VISIONMARK NAMEPLA Credit Card Charge	TE COMPANY 10/04/2024	Replacement	113 · 2011 Ferrara (1)	197.71	197.71
Total VISIONMARK NAMI	EPLATE COMP	ANY		197.71	197.71
WESTERN CHAINSAW Bill Bill Bill	10/11/2024 10/14/2024 10/29/2024	Motomix, filler Flushed fuel, r Replaced fuel	5120.6 · Power Tools 5120.6 · Power Tools 5120.6 · Power Tools	363.27 178.48 122.90	363.27 541.75 664.65
Total WESTERN CHAINS	AW			664.65	664.65
TAL				190,011.16	190,011.16



CONSENT CALENDAR Item 3

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Katie Hill, Business Manager

Subject: Adopt Resolution 24-320, Authorizing the Update of Signers for the

Arcata Fire District's Accounts with Redwood Capital Bank, CalTRUST and the County of Humboldt Treasury Accounts

Background

The District maintains checking and savings accounts with Redwood Capital Bank, as well as the Treasury accounts with the County of Humboldt. The Board is required to approve signers to all bank accounts and the treasury accounts with the County. As part of succession planning and hiring, the signers require updating. The attached Resolution identifies the updated signers as well as the removal of a former employee. Attachment 2 is the formal signature page, which will be provided to the Auditor/Controller upon approval by the Board.

Recommendation

Staff recommends the Board adopt Resolution 24-320 and authorize the updated signers for the Districts Redwood Capital Bank, CalTRUST and County Treasury accounts.

District Funds Requested/Required

\boxtimes	No Impact/Not Applicable
	Funding Source Confirmed:
	Other:

Alternatives

Board discretion.

Attachments

Attachment 1 - Resolution 24-320

Attachment 2 - Auditor Controller Authorized Signers Signature Page



Resolution Number: 24-320

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING UPDATED SIGNERS TO THE REDWOOD CAPITAL BANK, CALTRUST, AND COUNTY OF HUMBOLDT TREASURER ACCOUNTS

WHEREAS, the Arcata Fire Protection District maintains checking and savings accounts with Redwood Capital Bank; and

WHEREAS, the Arcata Fire Protection District maintains liquidity accounts with CalTRUST; and

WHEREAS, the Arcata Fire Protection District also maintains four fund accounts with the Humboldt County Treasurer/Tax Collector, identified as fund accounts 2010, 2011, 2012 and 2013; and

WHEREAS, the Arcata Fire District desires to update the signers to the Redwood Capital Bank accounts, CalTRUST accounts, and the Humboldt County Treasurer/Tax Collector funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Arcata Fire District hereby authorize and grant signing authority for the previously identified accounts to the following individuals.

Chris Emmons Ross McDonald Wayne Peabody Katie Hill Nicole Johnson

Aves.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes.	
Nays:	
Abstain:	
Absent:	
Absent.	
DATED: November 12, 2024	
	Signed:
	5.554.
	Eric Loudenslager, President
Attest:	
Katie Hill, Board Clerk/Secretary	

2149 CENTRAL AVE, MCKINLEYVILLE CA 95519 | (707) 825-2000 | WWW.ARCATAFIRE.ORG WE EXIST TO PROTECT THE LIVES, ENVIRONMENT AND PROPERTY OF THE COMMUNITIES WE SERVE.



Office of the Auditor-Controller COUNTY OF HUMBOLDT

825 5th Street, Room 126, Eureka, CA 95501-1153 Telephone (707) 476-2452 Fax (707) 445-7449

Dear District Board,

As a Special District Board, you are responsible for all funds expended by your Special District. It is your Board's responsibility to determine that all proposed expenditures are for legitimate purposes and that there are sufficient funds available to cover the expenditures. We are here to assist you in your recordkeeping by processing your requests to issue payments, receive deposits, and maintain a record of your financial activity.

In order for us to process your requests in a timely manner, please provide us with a current listing of individuals authorized by your Board to sign claims and/or receive financial information by completing the bottom section of this memo and returning it to us at your earliest convenience. Please note that if someone signs for approval that is not listed below, we will not be able to process the claim.

Also, please confirm the contact information we have on record for you. If a change is necessary for any of the information below, please notify us right away.

	runa:	
Mailing Address:		
Site Address:		
Phone: (707)	Fax: (707)	
Email:		
District Chief:	Email:	
Asst. Chief:		
As of and to sign for (write in district	nd through the end of the current fiscal year, et name):	, the following individuals are authorized
Name (Please print)	Signature	Date
Name (Please print)	Signature	Date
Name (Please print)	Signature	Date
Name (Please print)	Signature	Date
Name (Please print)	Signature	Date
Name (Please print)	Signature	Date
Board Chairperson (Please prin	t) Signature	Date



CONSENT CALENDAR Item 4

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief

Subject: Rescind Side Letter dated 3-14-23 between the Arcata Fire Protection

District and the SMG

Background

In March of 2023, then Assistant Chief Chris Emmons met with Fire Chief Justin McDonald and conferred regarding additional compensation for the two Chief Officers in a three Duty Officer rotation. Per the mutually agreed upon Side Letter with the Senior Management Group and Arcata Fire Protection District Board dated 3-14-23, the Chief Officers were compensated an additional \$200 per pay period into their deferred compensation accounts for additional Duty Coverage due to only having two Chief Officers available for Duty Coverage at the time.

Article 19, Duty Chief Assignment in the MOU between the SMG and AFPD stipulates for the Duty Officer Coverage requirements for a three Duty Chief rotation. The hiring of Assistant Chief Peabody has now allowed for a three Duty Chief rotation in which case the Side Letter should be rescinded at this time, as all original requirements of Article 19 are being met.

The Fire Chief has met with Assistant Chief Ross McDonald who acknowledged that the District is now within the requirements of the original Article 19 and the side letter should be rescinded.

Recommendation

Staff recommends the Board approve the rescinding of the Side Letter dated 3-14-24, returning to the original duty chief assignment schedule.

Distri	ct Funds Requested/Required
\boxtimes	No Impact/Not Applicable
	Funding Source Confirmed:
	Other:
	natives I discretion.
Attac	hments
	None

District Business



DISTRICT BUSINESS Item 1

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief

Subject: Adopt Resolution 24-321, Authorizing the Fire Chief to Exercise an

Option to Purchase the Downtown Arcata Station; Further Authorize the Fire Chief to take Such Further Acts as May be Necessary to Close Escrow; and Determining the Action to be Exempt from CEQA

DISCUSSION:

At its regular meeting on October 8, 2024, the District Board of Directors approved an Option Agreement (Attachment 1) with the Arcata Volunteer Firefighters' Association (AVFA) through which the District acquired the right to purchase the real property located at 631 9th Street, Arcata. The District currently leases the subject real property where it operates a fire station.

Pursuant to the Option Agreement, the District has the right to purchase the property for the balance due on AVFA's mortgage at the time of closing, which balance was \$1,560,246.65 as of September 1, 2024.

By way of the draft resolution (Attachment 2), the Board would authorize the Fire Chief to exercise the option, open escrow for the purchase, and close escrow in accordance with the Agreement of Purchase and Sale and Joint Escrow Instructions ("Purchase Agreement"), a copy of which is attached to the Option Agreement as Exhibit C.

In accordance with the Purchase Agreement, the District has a 90-day period to conduct due diligence on the real property and secure financing. Despite this time, the District anticipates closing this transaction sooner based on its familiarity with the real property as a long-time tenant of the property and its having already tentatively secured the necessary financing. The financing is scheduled to close on December 12, 2024, so it is imperative that the District conduct its due diligence and, if acceptable, close on the transaction in an expedited manner.

The draft resolution states that the action is exempt from CEQA (California Environmental Quality Act) requirements for the reasons stated in the draft resolution.

RECOMMENDATION:

Staff recommends the Board, take public comment, discuss and approve Resolution 24-321, authorizing the Fire Chief to take all necessary actions to exercise the option to purchase the subject real property and such further acts as may be necessary to complete the purchase.

FINANCIAL IMPACT:

Ш	No Fiscal Impact/Not Applicable
	Included in Budget:
	Additional Appropriation Requested
	Unknown/Not Yet Identified

ALTERNATIVES:

Board Discretion

ATTACHMENTS:

Attachment 1 – Option Agreement Attachment 2 – Draft Resolution 24-321

OPTION AGREEMENT FOR PURCHASE OF

ARCATA FIRE STATION PROPERTY BETWEEN

ARCATA VOLUNTEER FIREFIGHTERS' ASSOCIATION, INC.

AND

ARCATA FIRE PROTECTION DISTRICT

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Exhibit 1	Legal Description of the Property	31
	Lease and License Agreement	
	hibit 1 - Description of the Property	
	hibit 2 - First Floor Footprint	

OPTION AGREEMENT

This Option Agreement ("<u>Agreement</u>") is made as of October 15, 2024, by and between the **ARCATA VOLUNTEER FIREFIGHTERS' ASSOCIATION, INC.**, a California nonprofit corporation ("<u>Optionor</u>"), and the **ARCATA FIRE PROTECTION DISTRICT**, a California fire protection special district ("<u>Optionee</u>"). Optionor and Optionee are also referred to herein, individually, as a "party" and, collectively, as the "parties".

Recitals

- **A. WHEREAS,** Optionor is a non-profit public benefit corporation that exists to promote and support fire protection services within the boundaries of the Arcata Fire Protection District.
- **B.** WHEREAS, Optionee is a duly formed and operating fire protection district that provides fire protection and other emergency services to residents and businesses within its boundaries.
- **C. WHEREAS,** Optionor is the owner of certain improved real property located in the City of Arcata, County of Humboldt, State of California, commonly known as 631 9th Street, Arcata, CA 95521 (Humboldt County APN 021-041-002-000), and more particularly described in *Exhibit A* hereto and incorporated herein (the "<u>Property</u>").
- **D.** WHEREAS, Optionor currently leases the Property to Optionee under the terms and conditions of the Commercial Rental Agreement dated May 10, 2016, as amended by that Amendment to Commercial Rental Agreement dated June 20, 2017, that Notice of Rent Increase dated July 23, 2021, and that Second Amendment to Commercial Rental Agreement dated October, 2023 (collectively the "Lease"), under which Optionee continues to operate a fire station on the Property.
- **E. WHEREAS,** in order to better ensure the financial stability of Optionee to allow it to carry out its mission, Optionor desires to grant to Optionee the exclusive right to purchase the Property at an agreed price and under the specific terms in this Agreement and the Exhibits attached hereto, which are incorporated herein by this reference.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- **Section 1. OPTION TO PURCHASE.** Optionor grants to Optionee an option to purchase the Property on the terms and conditions of this Agreement and in the Real Estate Purchase and Sale Agreement attached as *Exhibit C* and incorporated by reference ("Purchase Agreement").
- **Section 2. CONSIDERATION FOR OPTION.** Concurrently with the execution of this Agreement, Optionee has paid to Optionor as consideration the sum of One Thousand Dollars

(\$1,000) for the option. If the option granted under this Agreement is exercised by Optionee, Optionor agrees to credit the full amount of the option consideration to the purchase price of the Property.

Section 3. TERM. This Agreement shall be effective as of the date of this Agreement and shall expire at 11:59 PM (local time) on August 31, 2026 ("Option Term").

Section 4. EXERCISE. Provided Optionee is not in default under this Agreement, this option may be exercised by Optionee's delivering to Optionor before the expiration of the Option Term written notice of the exercise ("Exercise Notice"), which shall state that the option is exercised without condition or qualification. The Exercise Notice must be accompanied by two (2) copies of the Purchase Agreement executed by Optionee, with the first paragraph of the Purchase Agreement completed by insertion of the date on which the Exercise Notice is given.

Section 5. EXECUTION OF PURCHASE AGREEMENT. On receipt by Optionor of the Exercise Notice and two (2) copies of the Purchase Agreement executed by Optionee, Optionor shall promptly execute the Purchase Agreement and deliver an executed copy to Optionee. Optionor's failure to execute and deliver a copy of the Purchase Agreement in accordance with this Section shall not affect the validity of the Purchase Agreement. The Purchase Agreement shall be immediately effective and binding on both Optionor and Optionee without further execution by the parties, on exercise of the option in accordance with Section 4 hereof.

Section 6. REPRESENTATIONS AND WARRANTIES. Optionor warrants that Optionor is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances (excluding the current Redwood Capital Bank mortgage), except as permitted in the Purchase Agreement. If this option is exercised by Optionee, Optionor will convey title to the Property by grant deed. During the Option Term and until the Property is conveyed to Optionee, if this option is exercised, Optionor will not further encumber the Property in any way nor grant any property or contract right relating to the Property without the prior written consent of Optionee.

Section 7. TIME OF ESSENCE. Time is of the essence for this Option Agreement. If the option is not exercised in the manner provided in Section 4 hereof before the expiration of the Option Term, Optionee shall have no interest in the Property and the option may not be revived by any subsequent payment or further action by Optionee.

Section 8. QUITCLAIM DEED. If this Agreement is terminated, Optionee agrees, if requested by Optionor, to execute, acknowledge, and deliver a quitclaim deed to Optionor within ten (10) days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this option from the Property.

Section 9. NOTICES. All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); (iv) by electronic scan and transfer by e-mail; or (v) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed effective at the time the telecopy is transmitted from the location where the

transmission originates. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. If sent via certified mail, registered mail, prepaid postage, or overnight courier, Optionee will clearly print "ATTN. PURCHASE OPTION" on the outside of the envelope. Once received at the Optionor's mailing address, Optionee's business manager will send email notifications to the Optionor stating that Purchase Option documents have been received. Receipt will be deemed effective at the time the email notification is sent to Optionor. If sent via electronic scan and transfer by e-mail, receipt shall be deemed effective at the time the email correspondence is transmitted from the location where the transmission originates; if the electronic scan and transfer by e-mail occurs on a Saturday, Sunday or Holiday (recognized by the California State Legislature), the transmission will not be deemed delivered until the next following business day. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Optionor: Arcata Volunteer Firefighters' Association, Inc.

Attn: Board of Directors
2149 Central Avenue
McKinleyville, CA 95519
Email: rbwillisii@gmail.com
Email: rjnakamoto@gmail.com
Email: davewhite@sbcglobal.net
Email: woodfive150@outlook.com

To Optionee: Arcata Fire Protection District

Attn: Fire Chief 2149 Central Avenue McKinleyville, CA 95519

With copy to: Ryan T. Plotz

The Mitchell Law Firm, LLP

426 First Street Eureka, CA 95501

E-mail:rplotz@mitchelllawfirm.com

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 10. TRANSFER. Optionee may not assign or transfer this Agreement and the rights under it without Optionor's prior written consent.

Section 11. LITIGATION COSTS. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other relief to which the party may be entitled. "Prevailing party" shall

include without limitation:(a) a party who dismisses an action in exchange for sums allegedly due;(b) the party who receives performance from the other party of an alleged breach of covenant or a desired remedy where that is substantially equal to the relief sought in an action; or(c) the party determined to be the prevailing party by a court of law.

Section 12. MEMORANDUM OF OPTION. Immediately following the execution of this Agreement by Optionor, the Memorandum of Option Agreement attached to this Agreement as *Exhibit B* shall be recorded by Optionor with the official records of Humboldt County, California.

Section 13. SURVIVAL. The terms of this Agreement shall survive the close of escrow of the Property unless there is a contradiction between the Real Estate Purchase and Sale Agreement and this Agreement, in which event the Real Estate Purchase and Sale Agreement shall control.

Section 14. SUCCESSORS. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the parties to this Agreement.

Section 15. WAIVERS. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 16. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

Section 17. FURTHER ASSURANCES. Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

Section 18. THIRD-PARTY RIGHTS. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 19. INTEGRATION. This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting this Option Agreement for the Property.

Section 20. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 21. AMENDMENT. This Agreement may not be amended or altered except by a written instrument executed by Optionor and Optionee.

Section 22. PARTIAL INVALIDITY. Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force.

Section 23. EXHIBITS. All attached exhibits are incorporated in this Agreement by this reference.

Section 24. AUTHORITY OF PARTIES. All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

Section 25. GOVERNING LAW. The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

Section 26. AMENDMENT TO LEASE. Conditioned upon the full execution and non-repudiation of this Agreement by Optionor, Optionee hereby agrees that it will not exercise its right to terminate the Lease pursuant to the second paragraph of Section 2 of that Second Amendment to Commercial Rental Agreement dated October, 2023, which paragraph provides:

Notwithstanding anything in this Amendment or the Lease to the contrary, Tenant shall have the unqualified right to terminate the Lease, upon the giving of 180 days' advance written notice, if Tenant determines, in its sole and absolute discretion, that the Adjusted Rent is not acceptable. In such event, Tenant shall send written notice of its election to terminate the Lease on or before November 15, 2024. For the avoidance of doubt, Tenant shall be obligated to pay Landlord the Adjusted Rent through the effective date of the termination.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

SIGNATURES

OPTIONOR:	Arcata Volunteer Firefighters' Association Inc.
BY: Koy W	illis EBDFB44C
Name: Roy W	Villis
Its: <u>President</u>	
ATTEST: Docusigne BY: 64D438336	ed by:
Name: Rodney	
Its: Secretary	
OPTIONEE:	Arcata Fire Protection District
BY: Clinis	Emmons 887AB247E
	Emmons
Its: Fire Chief	,
	SCHEDULE OF EXHIBITS
Exhibit A	Legal Description of the Property
Exhibit B	Memorandum of Option
Exhibit C	Purchase Agreement

Exhibit "A" Legal Description

That real property situate in the City of Arcata, County of Humboldt, State of California, described as follows:

Lots Numbered 17, 18, 19, and 20 in Block 166 of the City of Arcata, according to the Map of Plat thereof now on file in the Recorder's Office of Humboldt County, State of California.

Exhibit "B" Memorandum of Option

[Follows this page]

Recording Requested By:

Arcata Fire Protection District

and When Recorded Return To:

The Mitchell Law Firm, LLP Attn: Ryan T. Plotz 426 1st Street Eureka, CA 95501

APN:021-041-002-000

Space Above this Line for Recorder's Use Only

MEMORANDUM OF OPTION AGREEMENT

This **Memorandum of Option Agreement** (this "<u>Memorandum</u>") is made as October 15, 2024 (the "<u>Effective Date</u>") and executed by the Arcata Volunteer Firefighters' Association Inc. (hereinafter "<u>Optionor</u>"). Pursuant to that certain written "Option Agreement" dated October 9, 2024, and entered and executed by and between Optionor and the Arcata Fire Protection District, a California special district ("<u>Optionee</u>"), Optionor has granted Optionee an option and right to purchase certain real property owned by Optionor situated in Humboldt County, California, commonly known as 631 9th Street, Arcata, California, and more particularly described in attached *Exhibit 1*, incorporated herein by reference ("<u>Property</u>"). This Memorandum is recorded for the express purpose of imparting actual and constructive notice of the existence of the Option Agreement to all persons and entities which may seek or take any subsequent interest(s) in the Property.

Section 1. Term

The term of the Option begins on October 15, 2024, and ends on August 31, 2026, ("<u>Term</u>"), unless terminated sooner in accordance with the Option Agreement.

Section 2. Termination

The Option Agreement shall automatically terminate and shall have no further force upon the first of the following events to occur:

- (a) The purchase of the Property by Optionee;
- (b) The assignment or attempt to assign by Optionee of Optionee's rights under the Option Agreement in contravention of the Option Agreement; or
 - (c) The end of the Term.

Section 3. Price and Terms

The parties have executed and recorded this instrument to give notice of the Option Agreement and the respective rights and obligations of Optionee and Optionor. The price and other terms are in the unrecorded Option Agreement, which is incorporated by reference in its entirety

in this Memorandum. In the event of any inconsistency between this Memorandum and the Option Agreement, the Option Agreement shall control.

Section 4. Assignment

Optionee's rights and obligations under the Option Agreement shall not be assigned without Optionor's prior written consent.

Section 5. Successors and Assigns

This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement on assignment.

Section 6. Governing Law

This Memorandum and the Option Agreement are governed by California law.

IN WITNESS WHEREOF, Optionor has signed this Memorandum as of October 9, 2024.

OPTIONOR:	Arcata	volunteer	Firefighters	Association I
BY:				
Name:				
Its:				

State of)		
County of)		
On	, before me, _		,
evidence to be the persor acknowledged to me that	n(s) whose name(s) is/are he/she/they executed the ture(s) on the instrument	who proved to me on the subscribed to the within insection and in his/her/their authore the person(s), or the entity u	trument and rized capacity(ies), and
I certify under PENALTY (foregoing paragraph is tru		laws of the State of	that the
WITNESS my hand and c	official seal.		
Signature		(Seal)	

Exhibit "1" Legal Description

That real property situate in the City of Arcata, County of Humboldt, State of California, described as follows:

Lots Numbered 17, 18, 19, and 20 in Block 166 of the City of Arcata, according to the Map of Plat thereof now on file in the Recorder's Office of Humboldt County, State of California.

Exhibit "C" Purchase Agreement

[FOLLOWS THIS PAGE]

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "Purchase Agreement") is made as of the _____day of______, 202____(the "Effective Date"), by and between ARCATA VOLUNTEER FIREFIGHTERS' ASSOCIATION, INC., a California nonprofit corporation("Seller"), and the ARCATA FIRE PROTECTION DISTRICT, a California fire protection special district("Buyer"). Buyer and Seller are also referred to herein, individually, as a "party" and, collectively, as the "parties".

RECITALS

- **A. WHEREAS,** Seller is the owner of certain improved real property located in the City of Arcata, County of Humboldt, State of California, commonly known as 631 9th Street, Arcata, CA 95521 (Humboldt County APN 021-041-002-000), and more particularly described in *Exhibit 1* hereto and incorporated herein (the "<u>Property</u>").
- **B. WHEREAS,** reference is made hereto to that certain Deed of Trust recorded in Humboldt County on August 14, 2019, as Document No. 2019-014092, securing a Promissory Note made by Seller to Redwood Capital Bank in the principal amount of \$1,779,191(the "Loan"). As of its September 2024 Loan Statement from Redwood Capital Bank, the current balance of the Loan is \$1,560,246.65.
- **C. WHEREAS,** Seller currently leases the Property to Buyer under the terms and conditions of the Commercial Rental Agreement dated May 10, 2016, as amended by that Amendment to Commercial Rental Agreement dated June 20, 2017, that Notice of Rent Increase dated July 23, 2021, and that Second Amendment to Commercial Rental Agreement dated October 2023, under which Buyer continues to operate a fire station.
- **D. WHEREAS,** Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement, including, without limitation, Seller's continuing rights of possession to portions of the Property pursuant to that certain License and Lease Agreement attached as *Exhibit 2* hereto and incorporated herein (the "License").
- **NOW, THEREFORE,** in consideration of the foregoing Recitals, which are material to the terms of this Agreement and the covenants and agreements of the parties contained herein, the parties hereto agree as follows:

AGREEMENT

1. PURCHASE AND SALE. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Purchase Agreement.

- **2. PURCHASE PRICE.** The total purchase price for the Property shall be as set forth below in Paragraph 2(a), payable by Buyer as set forth in Paragraphs 2(b) and2(c), below.
- (a) The Purchase Price shall be the amount necessary to pay off the Loan, in full, including any bank, escrow or government fees, as of the date of the Close of Escrow, less any late payment penalties applied to the Loan or the amount of any delinquent Loan payment(s) that became delinquent prior to the Close of Escrow ("Purchase Price").
- Holder (as defined in Paragraph 12.1 below), the amount of Ten Thousand Dollars (\$10,000) (the "Deposit") by good check or wire transfer of immediately available funds. The Deposit shall be deemed to constitute adequate consideration for Buyer's right to terminate this Purchase Agreement at any time during the term of any Contingency (as defined in Paragraph 4.1 of this Agreement, below). The Seller expressly deems the Deposit to constitute adequate consideration in support of the enforceability of this Purchase Agreement, in its entirety. Upon Buyer's failure to terminate this Agreement within the time period permitted for Buyer to so terminate with respect to each contingency set forth in said Paragraph 4.1, or upon Buyer's express waiver of Buyer's right to terminate this Agreement with respect to any such contingency, the Deposit shall be deemed vested and shall be released to Seller upon Buyer's failure to Close Escrow for any reason other than Seller's default.
- (c) The balance of the Purchase Price (i.e., the Purchase Price less the Deposit and Buyer's \$1,000 option consideration held by Seller) shall be deposited in Escrow by Buyer prior to Close of Escrow for delivery to Seller by way of wire transfer of immediately available funds at the Close of Escrow. Buyer intends to finance all or a portion of the Purchase Price in its sole and absolute discretion.

3. TITLE / SURVEY.

<u>Title</u>. Title to the Property shall be conveyed to Buyer upon the Close of Escrow 3.1 by a Grant Deed with title to the Property evidenced by the commitment of the Escrow Holder to issue a standard ALTA policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in Buyer ("Title Commitment"). Within twenty (20) days of the Effective Date, Seller shall provide to Buyer a preliminary title report ("Preliminary Report") from a national title insurance company of Buyer's choice ("Title Company"), together with copies of all exceptions and the documents supporting exceptions shown in such Preliminary Report. Within ten (10) days of receipt of the Preliminary Report, Buyer shall review the Preliminary Report and notify Seller in writing (the "Title Objection Notice") of any title exceptions to which Buyer objects ("Title Objections"). Within ten (10) business days of receipt of the Title Objection Notice ("Seller's Title Response Date"), Seller shall notify Buyer as to which Title Objections, if any, Seller will cure prior to Close of Escrow (as defined in Paragraph 12.2 below). All monetary liens/encumbrances affecting the Property (including, without limitation, the Loan) shall be deemed objected to by Buyer without further Title Objection Notice. If Seller does not respond to the Title Objection Notice within ten (10) business days, then Seller shall be deemed to have elected to cure no Title Objections. If Seller does not elect to cure all Title Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Purchase Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is ten (10) business days following Seller's Title Response Date, or (ii) proceed to close and take title subject to such Title Objections. In the event of termination as provided here in, the Deposit shall be returned to Buyer, the option consideration shall be returned to Seller, Buyer shall be responsible for the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Purchase Agreement. Any and all exceptions to title to which Buyer does not object or which upon such objection, Seller does not agree to cure and Buyer does not elect to terminate this Purchase Agreement shall be deemed "Permitted Exceptions".

4. CONTINGENCIES.

- 4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (e) below in this Paragraph 4.1 ("<u>Contingencies</u>"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.
- Inspection/Due Diligence Contingency. Buyer's inspection and examination of the (a) Condition of the Property (as defined in Paragraph 9.1 below). Buyer shall have access to the Property at reasonable times and shall have the right to conduct, at Buyer's expense, environmental investigations and such other studies with respect to the Condition of the Property as Buyer may desire. Buyer shall have until 5:00 p.m. Pacific Time on the date which is ninety (90) days following the Effective Date(the "Inspection Period"), to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of environmental investigations and other studies with respect to the Condition of the Property. If Buyer elects to terminate this Purchase Agreement by reason of failure of the Contingency set forth in this subparagraph (a), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the Condition of the Property.
- (b) <u>Financing Contingency.</u> Within **ninety** (90)days from the Effective Date, Buyer shall have obtained, in a form and of a type approved by Buyer in its sole and absolute discretion, financing for all or a portion of the Purchase Price as determined by Buyer ("<u>Financing Period</u>"). Buyer shall have the right, in its sole discretion, and, upon written notice to Seller, to extend the Financing Period for an additional forty-five (45) days in the event Buyer has not secured the necessary financing.
- (c) <u>Secured Financing.</u> Buyer shall have secured, within the Financing Period, actual financing for the portion of the Purchase Price Buyer desires to finance, in its sole and absolute discretion and upon securing such financing within the Financing Period, the contingency shall be deemed waived. The contingency set forth in this paragraph shall remain in place up to the time of Close of Escrow subject to the following: In the event Buyer shall fail to Close Escrow in a timely manner upon Buyer's waiver of the Financing Contingency for any reason other than Seller's default, the Deposit shall be deemed vested with respect to this Contingency.

- (d) <u>CEQA</u>. Buyer's compliance with the California Environmental Quality Act and expiration of any applicable statute of limitations regarding the same prior to Closing. The contingency set forth in this paragraph shall remain in place up to the time of Close of Escrow provided, upon the expiration of such statute of limitations prior to the time of Close of Escrow this condition shall be deemed waived and the Deposit shall be vested.
- (e) <u>Appraisal Contingency</u>. A written appraisal of the Property by a licensed or certified appraiser be obtained and the Appraisal Contingency shall be deemed waived and the Deposit vested if the appraised value shall be equal to or more than the Purchase Price. Buyer shall have until 5:00 p.m. Pacific Time on the date which is **ninety** (90) days following the Effective Date (the "<u>Appraisal Contingency Period</u>"), to obtain such an appraisal, and to give written notice to Seller of the failure of this contingency. Buyer shall procure any desired appraisals at its sole cost and expense and, within the Appraisal Contingency Period, shall provide Seller with a copy of such written appraisal of the Property.
- 4.2 If Buyer disapproves of the satisfaction of any Contingency within the applicable time periods provided above, Buyer's sole remedy shall be to terminate this Purchase Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Purchase Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums (other than the Deposit which shall remain the property of the Seller) and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer shall pay the Escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. If the Deposit has become vested with respect to such Contingencies the Liquidated Damages provisions of Section 10, below, shall survive such termination and shall be applicable to the disposition of the Deposit.
- 4.3 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

5. [Intentionally Omitted.]

6. REPRESENTATIONS AND WARRANTIES BY SELLER.

- 6.1 Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.
 - 6.1.1 The individual(s) signing this Purchase Agreement on behalf of Seller has the power and authority to enter into this Purchase Agreement and to consummate the transactions contemplated hereby.

- 6.1.2 To the best of Seller's knowledge, neither the entering into this Purchase Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.
- 6.1.3 To Seller's actual knowledge (which shall mean the actual knowledge of the current members of Seller's Board of Directors, without necessity of an investigation of these matters by any member of such Board) Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental or quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in this Paragraph 6.1.3, below); or (ii) that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. As used in this Purchase Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:
 - (a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.
 - (b) "Hazardous Materials" shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in

any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

- 6.1.4 Until the Close of Escrow, the Property will continue to be operated in substantially the same manner as operated as of the Effective Date. Seller will not do or cause anything to be done that would change, alter or modify the operation of the Property without the prior written consent of Buyer.
- 6.1.5 Seller has the right to consult or contract with a real estate agent to seek professional assistance at the sole cost of the Seller. Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to any agent or broker who represents or claims to represent Seller.
- 6.1.6 Seller will not alter the physical condition of the Property from and after the date of this Purchase Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Purchase Agreement, the terms and conditions of Paragraph 6.2, below shall apply.
- 6.1.7 On or before the fifteenth (15th) day following the Effective Date, Seller shall disclose to Buyer in writing and provide Buyer all information actually known to Seller and in the physical possession of Seller's Board of Directors as of that date which may be reasonably necessary to evaluate the condition or market desirability of the Property, other than matters that would be obvious and apparent to Buyer from a limited inspection of the property.
- 6.1.8 Seller is not in default in regard to the Loan, including all loan documents relating thereto with Redwood Capital Bank, and has not received any notification from its lender in which the lender contends a default has occurred.
- 6.1.9 Seller will remain current on its Loan and not commit any act or omission that would constitute a default on its Loan prior to the Close of Escrow.

- 6.1.10 Seller has not leased to any person or entity (other than its existing lease with Buyer) all or any portion of the Property that will extend beyond the Close of Escrow, and (excepting Seller's rights under the attached Lease and License Agreement), Seller shall ensure that any leases or other consents to any third party for the occupancy or use of the Property will be terminated prior to the Close of Escrow and that the Property will convey to Buyer free and clear of any such leases or other use agreements.
- 6.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within ten (10) days thereafter (but in no event after the Close of Escrow), disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (1) to purchase the Property or (2) terminate this Purchase Agreement. If Buyer elects to terminate this Purchase Agreement pursuant to this Paragraph 6.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Purchase Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same and Buyer shall pay all of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Purchase Agreement within said ten (10) business day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.
- 6.3 Other than those express representations and warranties contained in Paragraphs 6.1 through 6.2 of this Purchase Agreement, above, Seller makes **no** warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, and all such other warranties are expressly disclaimed.
- 6.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

7. REPRESENTATIONS AND WARRANTIES BY BUYER.

- 7.1 Buyer makes the following representations and warranties in this Paragraph 7, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.
 - 7.1.1 Each and all of the information, including without limitation the Lending Commitment and any financial statement, if any, delivered by Buyer to Seller is true and correct.
 - 7.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Purchase Agreement. Buyer shall pay any commission or finder's fee payable to any other party who represents or claims to represent Buyer.

- 7.1.3 Buyer is a California special district, duly organized, validly existing and in good standing under the laws of the State of California, and has the power and authority to enter into this Purchase Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Purchase Agreement on behalf of Buyer represent and warrant that the parties signing this Purchase Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Purchase Agreement.
- 7.1.4 Buyer has made or will make its own investigation concerning the Condition of the Property (as said term is defined in Paragraph 9.1 of this Purchase Agreement, below), the condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to Paragraphs 6.1 through 6.2 of this Purchase Agreement, above, Buyer is not relying on any representations, warranties or inducements of Seller with respect to the Condition of the Property.

8. INDEMNIFICATION.

- 8.1 Subject to any other provisions of this Purchase Agreement to the contrary, each party ("<u>Indemnitor</u>") agrees to indemnify and hold the other party ("<u>Indemnitee</u>") harmless from and against any claim, loss, damage or expense, including any reasonable attorneys' fees (including attorneys' fees on appeal), asserted against or suffered by the Indemnitee resulting from: (a) Any breach by the Indemnitor of this Purchase Agreement; (b) Any liability of the Indemnitor with respect to the Property, as further provided in Paragraphs 9.1 through 9.2, below; or (c) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.
- 8.2 Indemnitee shall submit any claim for indemnification under this Purchase Agreement to the Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 8 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Purchase Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such claim, Indemnitee need not give Indemnitor such opportunity.
- 8.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonably acceptable to Indemnitee to defend any such claim or demand, and Indemnitee shall make available to Indemnitor, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

Buyer's Initials:	// Seller's Initials:	

9. "AS-IS" SALE; ASSUMPTION OF RESPONSIBILITIES.

- 9.1 <u>"As Is" Sale.</u> Buyer and its representatives, prior to the Close of Escrow, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations and actions to which the Property is subject, and Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations(the "Condition of the Property"). Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "AS IS" condition with all faults. Except for those limited representations and warranties stated in Paragraphs 6.1 through 6.4 of this Purchase Agreement, above, Seller does not make any representations or warranties, oral or written, past, present or future, of any kind whatsoever, either express or implied with respect to either the Property or the condition, value, or quality of the Property
- 9.2 Effective as of the Close of Escrow and except for the limited representations and warranties and obligations of Seller contained in this Purchase Agreement, Buyer shall be deemed to have assumed any and all risks, obligations and liabilities relating to the Property, expressly including, without limitation any and all risks, obligations and liabilities relating to the Condition of the Property.
- LIQUIDATED DAMAGES.IF BUYER FAILS TO COMPLETE THE PURCHASE OF **10.** THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT ACTUALLY MADE PURSUANT TO PARAGRAPH 2(a) OF THIS PURCHASE AGREEMENT (I.E., \$10,000.00 USD) SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND (TOGETHER WITH THE RIGHT TO RECEIVE ATTORNEYS' FEES AS PROVIDED IN THIS PURCHASE AGREEMENT) SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATETHE TERMS OF THIS PARAGRAPH 10, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

Buyer's Initials:	// Seller's Initials:
3	

11. BUYER'S RIGHT TO COMPEL SPECIFIC PERFORMANCE. In the event of any breach or violation of this Agreement by Seller, Buyer expressly reserves the right to seek specific

performance of the sale and conveyance of the Property to Buyer, without limitation on any and all other rights and remedies available to Buyer at law or in equity.

12. ESCROW AND CLOSING.

- 12.1 As soon as possible after the Effective Date, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Purchase Agreement ("Escrow") by depositing an executed copy of this Purchase Agreement with Fidelity National Title Company, 515 J St, Eureka, CA 95501 ("Escrow Holder"). This Purchase Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Purchase Agreement and the provisions of any such additional instructions, the provisions of this Purchase Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Purchase Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Purchase Agreement.
- 12.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Humboldt County, California on or before the date which is **thirty(30) days** following the expiration of the Inspection Period or the Financing Period, which ever expires later ("<u>Close of Escrow</u>").
- 12.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:
- (a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.
- (b) At least one (1) day prior to Close of Escrow, Seller shall deliver such certifications, declarations or other documents as may be required under <u>Internal Revenue Code §1445</u> and <u>California Revenue and Tax Code §18662</u>, together with any and all other documents required by law pertaining to foreign or out-of-state sellers.
- (c) Two duly executed copies of the Lease and License Agreement attached hereto as *Exhibit 2*, which Lease and License Agreement shall become effective as of the Close of Escrow.
- 12.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow the following documents and items:
- (a) The balance of the cash portion of the Purchase Price set forth in Paragraph 2(c), together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 12.7.1, below.

- (b) Two duly executed copies of the Lease and License Agreement attached hereto as *Exhibit 2*, which Lease and License Agreement shall become effective as of the Close of Escrow.
- 12.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Purchase Agreement, only when the Title Company is in a position to issue its ALTA policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard preprinted exceptions, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer (or as designated by Buyer) ("Title Policy").
- 12.6 Upon Close of Escrow, the Property shall be delivered to Buyer subject only to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:
- (a) To Seller: the Purchase Price as set forth in Paragraph 2(b) as a direct payment to Redwood Capital Bank to pay off, in full, the Loan.
 - (b) To Buyer: the Title Policy.
 - (c) To Buyer and Seller: to each, one fully executed Lease and License Agreement.
- 12.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

12.7.1 Seller shall pay:

(a) None, except as set forth in Paragraph 12.8, below.

12.7.2 Buyer shall pay:

- (a) All recording fees; and
- (b) The cost of any and all documentary transfer tax or stamps or other sales tax; and
- (c) Escrow fees; and
- (d) The cost of the Title Policy.
- 12.8 If Escrow fails to close as a result of the default of this Purchase Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 12.8 shall be deemed to limit, and the provisions of this Paragraph 12.8 shall be in addition to, all other rights and remedies of the non-defaulting party pursuant to this Purchase Agreement.

13. PRORATIONS AND POST-CLOSING OBLIGATIONS.

- 13.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date."
- (a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.
- (b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date.
- 13.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

14. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW.

If any of the improvements on the Property are destroyed or materially damaged between the date of this Purchas Agreement and the Close of Escrow, Buyer may terminate this Purchase Agreement upon notice to Seller. If Buyer, however, elects to accept the Property, all proceeds of insurance payable to Seller by reason of the destruction, damage shall be paid or assigned to Buyer; Seller shall also pay to Buyer the amount of any deductible and coinsurance under any policy. In the event of nonmaterial damage to either of the Property, which damage Seller is unwilling to repair prior to the Close of Escrow, Buyer shall have the right either to terminate this Purchase Agreement or accept such Property in its then existing condition, in which case Buyer shall be entitled to a reduction in the Purchase Price to the extent of the cost of repairing the damage. If Buyer elects to terminate this Agreement pursuant to this Paragraph, Title Company shall immediately return the Deposit, together with all accrued interest, to Buyer, and neither party shall have any further duties or responsibilities under this Purchase Agreement.

15. EMINENT DOMAIN.

15.1 The words "condemnation" or "condemned" as used in this Paragraph 15 shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority").

- 15.2 If Seller receives written notice from a condemning authority advising of a condemnation of all or any portion of the Property ("Condemnation Notice"), Seller shall immediately advise Buyer of same in writing and deliver therewith a copy of the Condemnation Notice. Within ten (10) days after Buyer's receipt of the Condemnation Notice, Buyer shall notify Seller of its election to either (i) terminate this Purchase Agreement and the Escrow or (ii) purchase the Property. If Buyer elects to terminate this Purchase Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Purchase Agreement and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. In the event of such termination, Buyer shall pay the Escrow fees. If Buyer elects to purchase the Property, Seller shall transfer to Buyer at the Close of Escrow all proceeds from condemnation or Seller's right to receive all such proceeds. If Buyer fails to notify Seller of its election under this Paragraph 15, Buyer shall be deemed to have elected to purchase the Property.
- 16. SURVIVAL OF CLOSE OF ESCROW. All representations and warranties of the parties contained in or relating to this Agreement shall, except as expressly stated in this Agreement, survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement for a period of five (5) years from the Close of Escrow after which they shall be of no further force and effect.
- **NOTICES.** All notices to be given pursuant to this Purchase Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); (iv) by electronic scan and transfer by e-mail; or (v) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed effective at the time the telecopy is transmitted from the location where the transmission originates. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. If sent via electronic scan and transfer by e-mail, receipt shall be deemed effective at the time the e-mail correspondence is transmitted from the location where the transmission originates; if the electronic scan and transfer by e-mail occurs on a Saturday, Sunday or Holiday (recognized by the California State Legislature), the transmission will not be deemed delivered until the next following business day. All notices to be given pursuant to this Purchase Agreement shall be given to the parties at the following respective address.

To Seller: Arcata Volunteer Firefighters' Association, Inc.

Attn: Board of Directors
2149 Central Avenue
McKinleyville, CA 95519
Email: rbwillisii@gmail.com
Email: rjnakamoto@gmail.com
Email: davewhite@sbcglobal.net
Email: woodfive150@outlook.com

To Buyer: Arcata Fire Protection District

Attn: Fire Chief 2149 Central Avenue McKinleyville, CA 95519

With copy to: Ryan T. Plotz

The Mitchell Law Firm, LLP

426 First Street Eureka, CA 95501

E-mail:rplotz@mitchelllawfirm.com

- 18. ENTIRE AGREEMENT. This Purchase Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Purchase Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Purchase Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this Purchase Agreement.
- **19. BINDING EFFECT.** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.
- **20. WAIVER.** No waiver by any party at any time of any breach of any provision of this Purchase Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.
- **21. CAPTIONS AND HEADINGS.** The captions and paragraphs numbers appearing in this Purchase Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Purchase Agreement.
- **22. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Purchase Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.
- 23. GOVERNING LAW. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the

Superior Court of the State of California for the County of Humboldt, or if a Federal action, in the District of the United States District Court in which the Property is located.

- **24. ATTORNEYS' FEES.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.
- **25. TIME OF ESSENCE.** Time is of the essence with respect to all matters contained in this Purchase Agreement.
- **26. DATE OF AGREEMENT.** All references in this Purchase Agreement to the "Effective Date", "the date of this Purchase Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Purchase Agreement.
- **27. INVALIDITY OF ANY PROVISION.** If any provision (or any portion of any provision) of this Purchase Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Purchase Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
- **28. NO RECORDATION.** Buyer shall not record this Purchase Agreement, any memorandum of this Purchase Agreement, any assignment of this Purchase Agreement, or any other document which would cause a cloud on the title to the Property.
- **29. DRAFTING OF AGREEMENT.** Buyer and Seller acknowledge that this Purchase Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Purchase Agreement has been drafted by both parties and no one party shall be construed as the draftsperson.
- **30. NO THIRD PARTY BENEFICIARY RIGHTS.** This Purchase Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Purchase Agreement and no third party shall have any right in, under or to this Purchase Agreement.
- **31. INCORPORATION OF EXHIBITS.** Each and all of the exhibits attached to this Purchase Agreement are incorporated herein as if set forth in full in this Purchase Agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date set forth in the first paragraph of this Purchase Agreement.

SIGNATURES

SELLER:	Arcata Volunteer Firefighters' Association Inc.
BY:	
Name:	
Its: President	
ATTES	т:
BY:	
Name:	
Its: Secretary	
BUYER:	Arcata Fire Protection District
BY:	
Name:	
Its:	
	SCHEDULE OF EXHIBITS
Exhibit 1	Legal Description of the Property

Lease and License Agreement

Exhibit 2

Exhibit "1" Legal Description

That real property situate in the City of Arcata, County of Humboldt, State of California, described as follows:

Lots Numbered 17, 18, 19, and 20 in Block 166 of the City of Arcata, according to the Map of Plat thereof now on file in the Recorder's Office of Humboldt County, State of California.

Exhibit "2" Lease and License Agreement

LEASE AND LICENSE AGREEMENT

THIS LEASE AND LICENSE AGREEMENT ("Lease") is entered into as of ______ [TO BE INSERTED BY ESCROW OFFICER]("Commencement Date") between the ARCATA FIRE PROTECTION DISTRICT, a California special district ("Landlord"), and ARCATA VOLUNTEER FIREFIGHTERS' ASSOCIATION, INC., a California nonprofit corporation ("Tenant").

Recitals

- A. Landlord is the owner of certain land, buildings, and improvements located in Arcata, California, commonly known as 631 9th Street, Arcata, CA 95521 (Humboldt County APN 021-041-002-000) and more particularly described in attached *Exhibit 1* ("<u>Property</u>"). A floor plan of the 1st floor of the building ("<u>Building</u>") located on the Property is attached hereto as *Exhibit 2*.
- B. Reference is made hereto to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated _______, to which this Lease is attached as Exhibit B, between Landlord, as buyer, and Tenant, as Seller, through which Landlord purchased the Property from Tenant.
- C. Prior to Landlord's acquisition of the Property, Landlord leased the Property from Tenant for the operation of a fire station. Landlord intends to continue to operate the Property as a fire station and further desires to grant to Tenant certain rights to use the Property, as set forth below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

Article I. Exclusive Use of the Office

- 1.1. Lease of the AVFA Office. Landlord leases to Tenant and Tenant leases from Landlord on the terms and conditions in this Lease, the Arcata Volunteer Firefighters' Association Office, as that space is generally depicted on *Exhibit 2* hereto and incorporated herein ("<u>AVFA Office</u>"), for the permitted uses (defined in Section 1.3, below). Tenant shall have the exclusive right to use and occupancy of the AVFA Office during the Term (defined in Section 3.1, below) which AVFA Office Includes exclusive use of the CPR closet and storage cabinet, as shown and depicted in *Exhibit 2*. In addition to access to and permitted use of the AVFA Office, all Arcata Volunteer Firefighters' Association (AVFA) memorabilia located in other areas of the building is the property and will remain the property of the AVFA.
- 1.2. Non-Exclusive Access to the AVFA Office. In addition to the exclusive right to occupy and use the AVFA Office, Landlord also grants to Tenant the non-exclusive right of ingress and egress to and from the AVFA Office utilizing the entrances to the Building shown on *Exhibit* 2 as the "Main Entrance to the AVFA Office" and the "Secondary Entrance to the AVFA Office".
- **1.3. Permitted Uses.** Tenant shall use the AVFA Office solely and exclusively as office space for the conduct of Tenant's own operations as a non-profit public benefit corporation and for no other purpose without Landlord's prior written consent.

Article 2. Non-Exclusive Use of Common Areas.

- **2.1 Non-Exclusive Right to Use Common Areas.** Landlord grants to Tenant a non-exclusive license to use those additional portions of the first floor of the Building depicted within the blue-dashed line on *Exhibit 2*("Common Areas"), for the permitted uses (defined in Section 2.2, below) and subject to prior scheduling with Landlord pursuant to Section 2.3, below. Tenant shall not have any rights or access to the second floor of the Building.
- 2.2 Permitted Uses. Tenant shall use the Commons Areas only for purposes that align with and promote Tenant's purpose as a volunteer firefighters' association, which purposes may include AVFA meetings, community events, and educational classes. In addition, Tenant is granted the right to have access to and shall have the right to replace as Tenant deems necessary all AVFA owned tables, chairs, and video equipment located in the storage closet and any and all AVFA memorabilia now located or hereafter placed by tenant in the display cabinets located in the meeting space adjacent to the kitchen and also including all historical AVFA items and photos located throughout the building. Tenant will also have access to all currently existing and replacement kitchen utensils, dishes, pots and pan including cooking material now owned or hereafter purchased by Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall not have the right to rent or otherwise grant to any third party the right to use the Common Areas without Landlord's prior written consent.
- **2.3 Scheduling.** In the event Tenant requires use of the kitchen, the conference room, or the meeting space adjacent to the kitchen, Tenant shall schedule such use with Landlord in advance. Landlord shall have priority use over such space for purposes of scheduling with respect to events that have been scheduled by Landlord.

Article 3. Provisions Common to Articles I and II.

- **3.1 Term.** The term ("<u>Term</u>") of this Lease shall commence on the Commencement Date and shall extend for such time as Landlord maintains fee title ownership of the Property, unless sooner terminated according to this Lease.
- **3.2 Rent.** In recognition of the ongoing partnership between Landlord and Tenant, as well as the significant efforts by Tenant, during the period of its ownership of the Property, to fund and facilitate improvements to the Property and Building for its continued use as a fire station, as well as Tenant's agreement to sell the Property to Landlord for the then current balance on its mortgage, Landlord and Tenant agree that Landlord will not charge Tenant rent for its continued use of the Property pursuant to this Lease during the Term.
 - **3.3** Use. In addition to the use limitations set forth in Sections 1.3 and 2.2 above:
 - (a) Tenant agrees not to use the Property, or any portion thereof, for any immoral or unlawful purpose.
 - (b) Tenant shall not commit any acts on the Property, nor use the Property in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Property or the improvements on the Property. Tenant shall, at Tenant's own cost and expense, comply with all requirements of Landlord's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Property and the improvements on the Property.
 - (c) Tenant shall not commit any waste or any public or private nuisance upon the

Property.

- (d) Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Property.
- (e) Tenant shall not possess, use, or consume, or allow any person to whom it allows entry to possess, use, or consume, any alcohol or other controlled substances on the Property or any portion thereof.
- (f) Tenant shall implement reasonable policies and controls, which policies and controls shall be approved by Landlord, to ensure access to the Building is limited to authorized officers, directors, or members of Tenant who are performing official business on behalf of Tenant or other invitees who are attending an official function of Tenant in the classroom.
- **3.4. Utilities.** Landlord shall provide Tenant, at its own cost, with garbage, water, sewer, gas, and electrical utility service to the Property.
- 3.5 Taxes. Tenant shall pay as due all taxes on its personal property located on the Property or otherwise. As a public entity, Landlord does not pay property taxes, but Tenant may be assessed directly by the County a possessory use tax on the leasehold premises pursuant to California Revenue and Taxation Code sections 107 et. seq. Tenant is hereby given notice of the possessory use tax as required by Revenue and Taxation Code section 107.6.
- **3.6 Condition of Property.** Tenant acknowledges that as of the date of this Lease, Tenant has inspected the Property and all improvements on the Property and that the Property and improvements are in good order, repair, and condition.

3.7 Repairs and Maintenance.

- (a) Landlord agrees, at its own expense, to keep the Property (including without limitation, the sidewalks, the parking lot, and the landscaping that are part of the Property) in good condition and repair, except to the extent the need for repair is due to the fault of Tenant or any of its invitees, in which case Tenant agrees, at its expense, to conduct the necessary repairs.
- (b) Tenant shall deliver to Landlord physical possession of the AVFA Office at the end of the Term, or any extension of the Term, in good condition and repair, reasonable wear and tear and use and loss by fire or other casualty or by earthquake or other act of God excepted.
- **3.8 Alterations.** Without Landlord's prior written consent, Tenant shall not make any alterations to the Property or the Building, including any Common Areas or the AVFA Office.
- **3.9 Entry.** Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the AFVA Office at all reasonable times and upon reasonable notice to inspect the AVFA Office to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Property under this Lease or to perform Landlord's duties under this Lease.

3.10 Surrender of Property; Holding Over.

(a) On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Property to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

- (b) At the end of the Term, or any extension, should Tenant hold over for any reason, it is agreed that in the absence of a written agreement to the contrary, that tenancy shall be from month-to-month only and not a renewal of this Lease, nor an extension for any further term. The month-to-month tenancy shall be subject to every other term, covenant, and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.
- **3.11 Indemnity.** Tenant agrees to indemnify and defend Landlord from any claims, demands, and causes of action of any nature and any expense incident to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Property that grow out of or are connected with Tenant's use and occupation of the Property or the condition of the Property (unless the condition is one for which Landlord has expressly assumed the responsibility for remedying and the condition is not caused by Tenant), during the Term.

3.12 Insurance.

- (a) Tenant agrees to procure and maintain public liability insurance, including products and completed operations insurance, from a responsible insurance company authorized to do business in California, with a combined single limit of not less than \$1,000,000 for injury or death to any person or damage to property and \$2,000,000 excess umbrella coverage for injury or death or property damage, for any claims, demands, or causes of action of any person arising out of accidents occurring on the Property during the Term or arising out of Tenant's use of the Property; provided, however, that if in the opinion of Landlord's insurer, the policy limits set forth above are determined to be inadequate, Tenant shall increase the policy limits in accordance with the recommendation or requirements of Landlord's insurer after written notice from Landlord.
- The policy of insurance shall be issued by a responsible insurance company authorized to do business in California, and shall be issued in the names of Landlord, Tenant, and any beneficiary under any deed of trust covering the Property, if required by the deed of trust, as their respective interests may appear. Tenant shall deliver a certificate for the insurance policy to Landlord with all relevant endorsements. The policy of insurance shall be primary and noncontributory with any policies carried by Landlord and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of Landlord that might otherwise result in forfeiture of insurance. The insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage required under this Section may be carried by Tenant under a blanket policy insuring other locations of Tenant's business, provided that the Property covered by this Lease are specifically identified as included under that policy. Tenant agrees that upon the failure to insure as provided in this Lease, or to pay the premiums in the insurance, Landlord may contract for the insurance and pay the premiums, and all sums expended by Landlord for the insurance shall be considered additional rent under this Lease and shall be immediately repayable by Tenant.
- (c) At all times during the Term and any extensions or renewals, Tenant agrees to keep and maintain, or cause Tenant's agents, contractors, or subcontractors to keep and maintain, workers' compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Landlord and the Property from claims of any person who may at any time work on the Property, whether as

a servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.

- Signs. Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Property any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of the Property without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Property by Tenant may, without damage or liability, be destroyed by Landlord.
- **Condemnation.** If, during the Term or any renewal or extension, the whole (or any portion thereof) of the Property shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Property is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease. If the whole or any part of the Property are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.
- **Assignment and Subletting.** Tenant shall not assign or sublease this Lease without the prior written consent of Landlord, which may be withheld in its sole and absolute discretion. Any assignment or sublease of any right under this Lease shall be void and constitute a material violation of this Lease.
- **3.16 Default.** Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):
 - (a) The failure by Tenant to pay any amount in full when it is due under the Lease if the failure has continued for a period of ten (10) days after Landlord demands in writing that Tenant cure the failure;
 - (b) The failure by Tenant to perform any obligation under this Lease, which by its nature is both material and for which Tenant has no capacity to cure;
 - (c) The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of ten (10) days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;
 - (d) Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Property by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Property (other than by Landlord) by process of law or otherwise;

- (e) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of
 - (i) a petition to have Tenant declared bankrupt, or
 - (ii) a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;
 - (f) The abandonment of the Property by Tenant.
- **3.17 Remedies.** Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or inequity, shall have the right to terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated.
- **3.18 Waiver of Breach.** Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease.
 - **3.19 Security Deposit.** No Security deposit shall be required.
- **3.20 Authority.** All individuals executing this Lease on behalf of Tenant represent that they are authorized to execute and deliver this Lease on its behalf.
- **3.21 Notices.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing All written communications from Landlord will be sent via personal delivery, certified mail, registered mail, prepaid postage, or overnight courier, to Tenant at 2149 Central Avenue, McKinleyville, CA and will bear "ATTN. LEASE MANAGEMENT" on the outside of the envelope. Upon receipt of notices bearing the aforementioned label, the Landlord's business manager will immediately send email notification to Tenant that a Lease Management document has been received. Receipt of notices shall be deemed effective at the time the email notifications from the Landlord's business manager are sent.

To Tenant: Arcata Volunteer Firefighters' Association, Inc.

Attn: Board of Directors
2149 Central Avenue
McKinleyville, CA 95519
Email: _rbwillisii@gmail.com
Email: _rjnakamoto@gmail.com_
Email: _davewhite@sbcglobal.net
Email: _woodfive150@outlook.com

To Landlord: Arcata Fire Protection District

Attn: Fire Chief 2149 Central Avenue McKinleyville, CA 95519 With copy to: Ryan T. Plotz

The Mitchell Law Firm, LLP

426 First Street Eureka, CA 95501

E-mail:<u>rplotz@mitchelllawfirm.com</u>

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

- Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.
- Entire Agreement. This instrument constitutes the sole agreement between Landlord and Tenant respecting the Property, the leasing of the Property to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Property or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.
 - 3.24 **Time of Essence.** Time is of the essence in this Lease.
- 3.25 **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.
- **Subordination.** This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Property and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease have priority to the lien of its mortgage or deed of trust or have priority to its ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording of it. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground landlord. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required to for the subordination, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.

3.27 [Intentionally Omitted.]

- 3.28 Governing Law. This Lease shall be governed by and construed in accordance with California law.
- Accessibility Requirements. The following requirements are included herein by Landlord to comply with Civ. Code, § 1938:The Premises have not undergone inspection by a Certified Access Specialist (CASp). Tenant acknowledges and agrees that a Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

SIGNATURES

TENANT:	Arcata Volunteer Firefighters' Association Inc.
BY:	
Name: Roy W	Villis
Its: <u>President</u>	
LANDLORD:	Arcata Fire Protection District
BY:	
Name:	
Its:	
Exhibit List:	

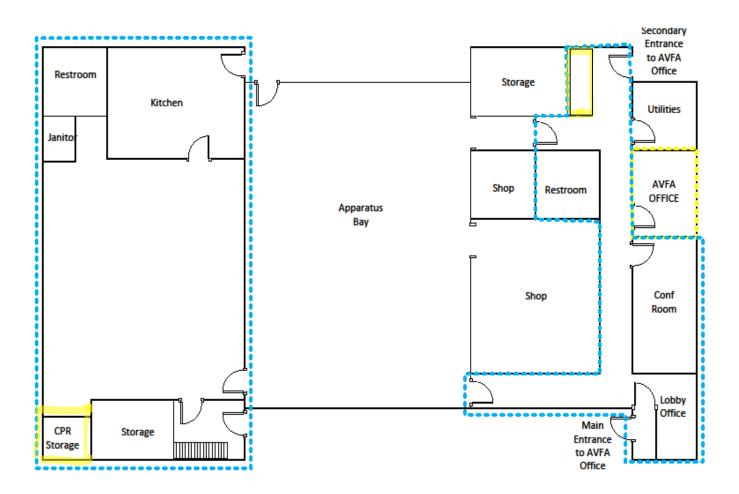
- 1. Description of the Property
- 2. First Floor Footprint

Exhibit "1" Description of the Property

That real property situate in the City of Arcata, County of Humboldt, State of California, described as follows:

Lots Numbered 17, 18, 19, and 20 in Block 166 of the City of Arcata, according to the Map of Plat thereof now on file in the Recorder's Office of Humboldt County, State of California.

Exhibit "2"
First Floor Footprint





Resolution Number: 24-321

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARCATA FIRE PROTECTION DISTRICT AUTHORIZING THE FIRE CHIEF TO EXERCISE AN OPTION TO PURCHASE THE DOWNTOWN ARCATA STATION; FURTHER AUTHORIZING THE FIRE CHIEF TO TAKE SUCH FURTHER ACTS AS MAY BE NECESSARY TO CLOSE ESCROW; AND DETERMINING THE ACTION TO BE EXEMPT FROM CEOA

WHEREAS, the Arcata Fire Protection District is a duly fire protection district pursuant to the Fire Protection District Law of 1987, and, as such, has the power to acquire property by any means pursuant to Section 13861(b) of the Health and Safety Code; and

WHEREAS, the District has leased from the Arcata Volunteer Firefighters' Association, Inc. ("AVFA"), a California non-profit corporation, that certain real property located at 631 9th Street, Arcata, CA 95521 ("Downtown Station"), for the operation of a fire station; and

WHEREAS, by way of that certain Option Agreement, the District acquired an option to purchase the Downtown Station from AVFA on the terms and conditions set forth in the Option Agreement; and

WHEREAS, the Board of Directors believes that acquiring the Downtown Station will be in the best interest of the District; and

WHEREAS, by way of this Resolution, the Board approves exercising the option to purchase the Downtown Station and authorizes the Fire Chief to take such further actions as may be necessary to complete the purchase, including, without limitation, executing a Certificate Acceptance of the Grant Deed conveying the Downtown Station to the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ARCATA FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

- 1. The Board hereby elects to exercise its rights under the Option Agreement to purchase the Downtown and authorizes the Fire Chief and/or President of the Board of Directors to send notice of the same to AVFA and take such further actions as may be necessary; and
- 2. The Board hereby approves the purchase and authorizes the Fire Chief and/or President of the Board of Directors to complete the purchase, including, without limitation, executing a Certificate of Acceptance of the subject Grant Deed, all in accordance with the Purchase Agreement attached to the Option Agreement; and

2149 CENTRAL AVE, MCKINLEYVILLE CA 95519 | (707) 825-2000 | WWW.ARCATAFIRE.ORG WE EXIST TO PROTECT THE LIVES, ENVIRONMENT AND PROPERTY OF THE COMMUNITIES WE SERVE.

3. The approval District's acquisition of the Downtown Station is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3), exempting project approvals where "it can be seen with certainty that there is no possibility that that the activity in question may have a significant effect on the environment." The acquisition is further exempt pursuant to CEQA Guidelines section 15301, exempting project approvals for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures and facilities. The District will continue to utilize the real property in the same way it has utilized the property for at least 10 years. Any potential improvement, project and/or activity on the real property will be fully evaluated in compliance with CEQA when and if such a project is planned.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Nays: Abstain: Absent:	
DATED: November 12, 2024	Signed:
Attest:	Eric Loudenslager, President
 Katie Hill, Board Clerk/Secretary	

Aves:



DISTRICT BUSINESS - Item 2

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief

Subject: Consider Accepting the Fiscal Year 2023-24 Financial Audit Report

Background

Audit firm JJACPA Inc. has completed the fiscal year 2023-24 financial audit for the District. Their audit team performed the following procedures:

- Internal control evaluation and walkthrough Updates:
 - Cash receipts and AR
 - o Purchasing and accounts payable
 - o Budget
 - Payroll
- Additional audit procedures
 - Minutes review
 - o Segregation of duties grids update
 - Accounts payable/cash disbursement testing
 - o Payroll testing
 - Risk Management
 - Risk and Fraud assessment update
 - Confirmation processing
- Validation of accounts:
 - Cash and Investments
 - Prepaids & Other assets
 - Capital Assets
 - o Accounts Payable & Accrued Liabilities
 - Other Liabilities
 - o Debt
 - Net Position/Fund balance
 - Interfund Activity

The Audit team confirmed during the agency exit interview that there were no reportable conditions or material weaknesses. The Fiscal Year 2023-24 Audit is being presented to the Board this evening. Staff opted to have Mr. Arch make the presentation.

Recommendation

Staff recommends the Board consider the information provided, take public comments, discuss and accept the Fiscal Year 2023-24 Audit.

District Funds Requested/Required

\boxtimes	No Impact/Not Applicable
	Funding Source Confirmed:
	Other:

Alternatives

The Board has the following alternatives:

- 1. Take no action
- 2. With direction, refer the topic back to staff for further consideration

Attachments

Attachment 1 – Arcata Fire District Audit Report June 30, 2024

ARCATA FIRE PROTECTION DISTRICT ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024



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Directory of Officials

District Board of Directors

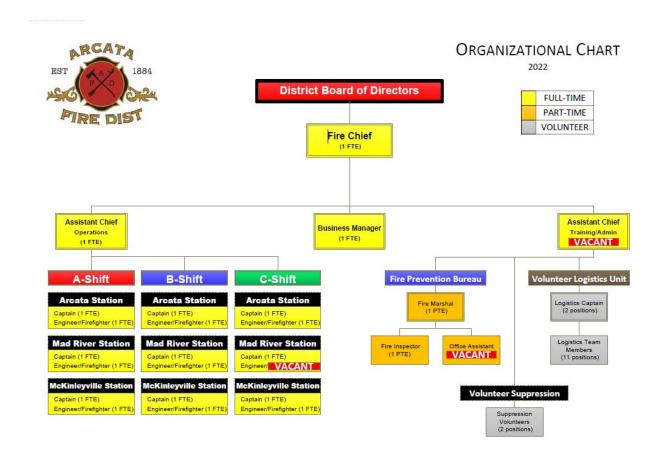
- ➤ Blaine Maynor, President
- > Eric Loudenslager, Vice President
- ➤ Nicole Johnson, Director
- > Jason Akana, Director
- Randy Mendosa, Director

District Officials

- > Chris Emmons, Fire Chief
- > Ross McDonald, Assistant Chief
- ➤ Katie Hill, Business Manager/ Board Clerk

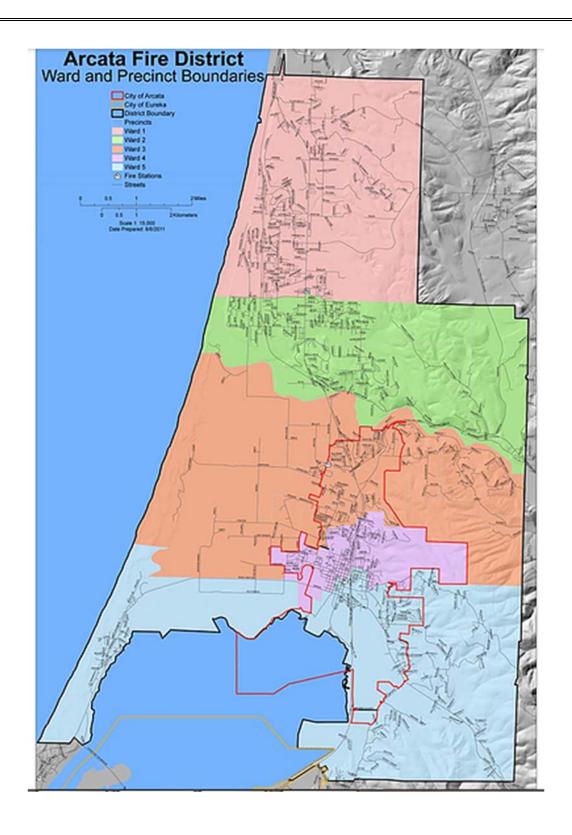


Organizational Chart





District Map





Stations and Facilities

Arcata Station.

631 9th Street, Arcata CA 95521



Mad River Station.

3235 Janes Road, Arcata CA 95521



McKinleyville Station & District Headquarters.

2149 Central Avenue, McKinleyville CA 95519



INDEPENDENT AUDITOR'S REPORT

To the Honorable Chairman and District Board of the Arcata Fire Protection District Arcata, California

Report on the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and each major fund of the Arcata Fire Protection District (District), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Other Matter

Prior-Year Comparative Information

The financial statements include partial prior-year comparative information. Such information does not include all of the information required to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended June 30, 2023, from which such partial information was derived.

To the Honorable Chairman and District Board of the Arcata Fire Protection District Arcata, California

Page 2

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

To the Honorable Chairman and District Board of the Arcata Fire Protection District Arcata, California

Page 3

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the District's Schedule of Contributions on page 46-47, the Schedule of the District's proportionate Share of the Net Pension Liability on pages 48-49, the Schedule of Changes in the Net OPEB Liability and Related Ratios on page 50-51, and the Schedule of Contributions on page 52-53 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering District's internal control over financial reporting and compliance.

October 11, 2024

JJACPA, Inc. Dublin, California

IIACPH, Inc.

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BASIC FINANCIAL STATEMENTS



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Arcata Fire District Statements of Net Position

June 30, 2024

(with comparative balances for June 30, 2023)

	Governmental Activities				
		2024		2023	
ASSETS					
Current assets:					
Cash and investments	\$	9,462,873	\$	7,541,013	
Receivables, net		988,093		23,359	
Prepaid items		89,793		21,606	
Total current assets		10,540,759		7,585,978	
Noncurrent assets:					
Capital assets, net		4,372,421		3,712,568	
Total noncurrent assets	-	4,372,421		3,712,568	
Total assets		14,913,180		11,298,546	
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to pensions		3,186,087		4,376,216	
Deferred outflows related to OPEB		1,336,195		1,178,335	
Total deferred outflows of resources		4,522,282		5,554,551	
Total assets and deferred outflows	\$	19,435,462	\$	16,853,097	
LIABILITIES					
Current liabilities:	Ф	101.005	Ф	41.602	
Accounts payable and accrued liabilities	\$	191,995	\$	41,683	
Salaries and benefits payable		130,205		56,260	
Interest payable		54,660		58,542	
Compensated absences - current portion		55,917		32,458	
Current portion of long-term debt		377,444		366,929	
Total current liabilities		810,221		555,872	
Noncurrent liabilities:				• = 0 + 0 + 0	
Net pension liability		2,992,322		2,704,068	
Compensated absences		126,218		123,791	
Net OPEB liability		9,025,949		8,414,987	
Long-term debt		5,401,377		4,760,691	
Total noncurrent liabilities		17,545,866		16,003,537	
Total liabilities		18,356,087		16,559,409	
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to pensions		2,727,191		3,947,843	
Deferred inflows related to OPEB		3,159,498		3,843,418	
Total deferred inflows of resources		5,886,689		7,791,261	
NET POSITION					
Net investment in capital assets		2,818,600		3,712,568	
Unrestricted (deficit)		(7,625,914)		(11,210,141)	
Total net position (deficit)		(4,807,314)		(7,497,573)	
Total liabilities, deferred inflows, and net position	\$	19,435,462	\$	16,853,097	



Arcata Fire District Statement of Activities

For the year ended June 30, 2024

(with comparative totals for the year ended June 30, 2023)

		Ch	arges for	0	ram Revenu perating rants and		Capital rants and	Net (E Reven Char Net P	ue a	and in
Functions/Programs	Expenses	S	Services		Contributions		ntributions	2024		2023
Governmental activities:										_
Fire protection - operations	\$ 5,685,757	\$	99,894	\$	62,942	\$	910,000	\$ (4,612,921)	\$	(6,893,364)
Interest and debt service expenses	152,638		-		-		-	(152,638)		(254,947)
Total governmental activities	\$ 5,838,395	\$	99,894	\$	62,942	\$	910,000	\$ (4,765,559)	\$	(7,148,311)
	General revenu	ies:								
	Property to	axes						6,664,264		6,466,392
	State timb	er yi	eld tax					1,098		1,028
	Investment e	arnii	ngs					391,161		46,380
	Other Reven	ues						399,295		136,961
	Total gene	eral r	evenues					7,455,818		6,650,761
	Change in n	et po	sition					2,690,259		(497,550)
	Net position	:								
	Net positi	on - ł	eginning					(7,497,573)		(7,000,023)
	Net positi	on - e	ending					\$ (4,807,314)	\$	(7,497,573)

FUND FINANCIAL STATEMENTS





Arcata Fire District

Balance Sheet

General Fund June 30, 2024

(With comparative totals for June 30, 2023)

	Major Fund							
	General Fund							
		2024		2023				
ASSETS		-						
Cash and investments	\$	9,462,873	\$	7,541,013				
Receivables:								
Interest		15,000		15,000				
Intergovernmental		910,000		-				
Other receivable		63,093		8,359				
Prepaid items		89,793		21,606				
Total assets	\$	10,540,759	\$	7,585,978				
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable and accrued liabilities	\$	191,995	\$	41,683				
Salaries and benefits payable		130,205		56,260				
Interest payable		54,660		58,542				
Compensated absences		55,917		32,458				
Total liabilities		432,777		188,943				
Deferred inflows: Unavailable revenue		910,000		-				
Fund balances:								
Nonspendable for prepaid items		89,793		21,606				
Unassigned		9,108,189		7,375,429				
Total fund balances		9,197,982		7,397,035				
Total liabilities, deferred inflows and fund balances	\$	10,540,759	\$	7,585,978				



Arcata Fire District Reconciliation of the General Fund Balance Sheet to the Statement of Net Position

June 30, 2024

Total fund balances	reported on the	governmental	fund halance sheet
I Otal Tullu Dalalices	reported on the	20vei iiiiientai	Tunu Dalance Sneet

\$ 9,197,982

Amounts reported for governmental activities in the Statement of Net Position are different from those reported in the Governmental Funds due to the following:

CAPITAL ASSETS

Capital assets amount reported in governmental activities are not current assets or financial resources and therefore are not reported in the Governmental Funds balance sheet.

4,372,421

LONG-TERM ASSETS AND LIABILITIES

Pension and OPEB liabilities result in deferred outflows and inflows of resources associated with the actuarial value of contributions, assets, and liabilities

Deferred outflows 4,522,282
Deferred inflows (5,886,689) (1,364,407)

Long-term liabilities is not due and payable in the current period and therefore is not reported in the Governmental Funds balance sheet.

Net pension obligation (2,992,322)

Compensated absences (126,218)

Net OPEB obligation (9,025,949)

Long term debt (5,778,821) (17,923,310)

Net position of governmental activities \$ (4,807,314)

EST 1884

Arcata Fire District

Reconciliation of Fund Basis Balance Sheet to Government-wide Statement of Net Position

Governmental Activities June 30, 2024

ASSETS	eneral Fund alance Sheet	Reclass	Changes in GAAP	tatement of let Position
Current assets:		 		
Cash and investments	\$ 9,462,873	\$ -	\$ -	\$ 9,462,873
Receivables (net)	988,093	-	-	988,093
Prepaid items	 89,793	 -	 -	 89,793
Total current assets	 10,540,759	 -	 -	 10,540,759
Noncurrent assets:				
Capital assets, net	 -	 _	 4,372,421	 4,372,421
Total noncurrent assets	 -	_	4,372,421	4,372,421
Total assets	 10,540,759	 -	 4,372,421	 14,913,180
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	-	-	3,186,087	3,186,087
Deferred outflows related to OPEB	-	-	1,336,195	1,336,195
Total assets and deferred outflows	\$ 10,540,759	\$ -	\$ 8,894,703	\$ 19,435,462
LIABILITIES				
Current liabilities:				
Accounts payable & accrued liabilities	\$ 191,995	\$ -	\$ -	\$ 191,995
Salaries and benefits payable	130,205	-	-	130,205
Interest payable	54,660	-	-	54,660
Compensated absences	55,917	-	-	55,917
Current portion of long-term liabilities	-	-	377,444	377,444
Total current liabilities	432,777	-	377,444	810,221
Noncurrent liabilities:				
Net pension liabilities	-	-	2,992,322	2,992,322
Compensated absences	-	-	126,218	126,218
Net OPEB liabilities	-	-	9,025,949	9,025,949
Due after one year	-	-	5,401,377	5,401,377
Total noncurrent liabilities	-	-	17,545,866	17,545,866
Total liabilities	432,777	-	17,923,310	18,356,087
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows: Unavailable revenue	910,000	-	(910,000)	-
Deferred inflows related to pensions	-	-	2,727,191	2,727,191
Deferred inflows related to OPEB	-	-	3,159,498	3,159,498
	910,000	-	 4,976,689	 5,886,689
FUND BALANCES/NET POSITION				
Fund balances:				
Restricted	89,793	(89,793)	-	-
Unassigned	9,108,189	(9,108,189)	-	-
Net position:				
Net investment in capital assets	-	-	2,818,600	2,818,600
Unrestricted	-	9,197,982	(16,823,896)	(7,625,914)
Total fund balances/net position	 9,197,982	-	(14,005,296)	(4,807,314)
Total liabilities, deferred inflows, and net position	\$ 10,540,759	\$ -	\$ 8,894,703	\$ 19,435,462



Arcata Fire District

Statement of Revenues, Expenditures, and Changes in Fund Balances General Fund

For the year ended June 30, 2024

(with comparative totals for the year ended June 30, 2023)

	Major Fun	
	General Fu	nd
	2024	2023
REVENUES:		
Property taxes	\$ 6,664,264	\$ 6,466,392
State timber yield tax	1,098	1,028
Use of money and property	391,161	46,380
Intergovernmental	62,942	98,697
Charges for services	99,894	77,701
Other revenues	399,295	136,961
Total revenues	7,618,654	6,827,159
EXPENDITURES:		
Fire protection:	2 950 009	2 440 617
Salaries	2,859,098	2,440,617
Retirement	717,770	782,913
Group Insurance	887,480	831,974
Worker's Compensation	106,494	90,424
Uniforms	25,204	29,328
Communication	35,140	27,157
Food	1,302	6,385
Household Expense	14,802	9,173
Insurance	51,345	43,637
Management Equipment	129,837	140,784
Maintenance-Electronics	10,249	5,487
Transportation and travel	83,393	68,532
Utilities	41,702	41,235
Maintenance-Structure	22,182	391,943
Medical Supplies	3,971	3,206
Dues & Subscription	960	2,233
Miscellaneous	14,719	522
Office supplies	20,191	19,991
Postage and shipping	168	_
Professional and Specialized service	118,482	179,177
Publications and Notices	897	921
Copies	8,402	7,325
Leases - Equipment	120,000	120,000
Special District expense	103,951	94,592
Small tools and equipment	1,250	13,654
Total Fire protection	5,378,989	5,351,210
Capital outlay	937,282	3,331,210
Debt service:	931,282	
	266.709	
Principal	366,798	-
Interest expense	136,739	246,134
Debt issuance costs	15,899	8,813
Total expenditures	6,835,707	5,606,157
REVENUES OVER EXPENDITURES	782,947	1,221,002
OTHER FINANCING SOURCES (USES):		
Proceeds from long-term debt	1,018,000	734,619
CalPERS Unfunded Liability Payment	-	(976,383)
Proceeds from sales of assets	-	118,000
Total other financing sources	1,018,000	(123,764)
Net change in fund balances	1,800,947	1,097,238
FUND BALANCES:	1,000,517	-,077,200
Beginning of year	7,397,035	6,299,797
End of year	\$ 9,197,982	\$ 7,397,035



Arcata Fire District Reconciliation of Fund Based Statements to Government-wide Statement of Activities

For the year ended June 30, 2024

Functions/Programs	Fund Based Totals	Debt Service/ Compensated Absences		De	preciation	(Ad	Capital Asset (ditions)/ irements	ОРЕВ]	Pension	Government- wide Totals	
Governmental activities:								 				
Fire protection - operations	\$ 5,378,989	\$	2,427	\$	277,429	\$	-	\$ (230,818)	\$	257,730	\$ 5,685,757	
Capital outlay	937,282		-		-		(937,282)	-		-	-	
Interest and debt service expenses	519,436	((366,798)		-		-	-		-	152,638	
Total governmental activities	\$ 6,835,707	\$ ((364,371)	\$	277,429	\$	(937,282)	\$ (230,818)	\$	257,730	\$ 5,838,395	

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Arcata Fire District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the year ended June 30, 2024

Net change in fund balances - total governmental funds		\$ 1,800,947
Amounts reported for governmental activities in the Statement of Activities are different because of the following:		
CAPITAL ASSET TRANSACTIONS		
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense: Depreciation expense Capital asset (additions) /retirements	(277,429) 937,282	659,853
LONG TERM DEBT TRANSACTIONS		
Issuance and payments of long term debt are an other financing source or current expenditure in the governmental funds, but in the Statement of Net Position the issuance increases and the payment decreases long term liabilities:		
Debt issuance	(1,018,000)	
Debt payment	366,798	(651,202)
CHANGES IN NON-CURRENT LIABILITIES AND DEFERRED INFLOWS AND OUTFLOWS		
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures		
in governmental funds: Change in net pension obligation	(288,253)	
Change in deferred outflows of resources	(1,032,269)	
Change in deferred inflows of resources	1,904,572	
Change in long-term compensated absences	(2,427)	
Change in Net OPEB obligation	(610,962)	 (29,339)
Some receivables are deferred in the governmental funds because the amounts do not represent current financial resources that are recognized		
under the accrual basis in the Statement of Activities.		910,000
Change in net position of governmental activities		\$ 2,690,259



Arcata Fire District Statement of Revenues, Expenditures, and Changes in Fund Balances Budget to Actual - General Fund

For the year ended June 30, 2024

	Original Budget	Amended Budget	Actual	Variance With Amended Positive (Negative)	
REVENUES:	ф. с 444 000	Φ (401 000	Φ 6.664.264	Φ 172.264	
Property taxes	\$ 6,444,000	\$ 6,491,000	\$ 6,664,264	\$ 173,264	
State timber yield tax Use of money and property	195,000	195,000	1,098 391,161	1,098 196,161	
Intergovernmental	48,000	195,000	62,942	(132,246)	
Charges for services	67,000	67,000	99,894	32,894	
Other revenues	1,000	23,812	399,295	375,483	
Total revenues	6,755,000	6,972,000	7,618,654	646,654	
EXPENDITURES:					
Fire protection:					
Salaries	2,726,000	2,850,000	2,859,098	(9,098)	
Benefits	1,930,000	1,962,000	1,711,744	250,256	
Service and supplies	898,000	929,000	808,147	120,853	
Capital outlay	-	31,000	937,282	-	
Debt service:					
Principal	503,000	503,000	366,798	136,202	
Interest	-	-	136,739	(136,739)	
Debt issuance costs	-	-	15,899	(15,899)	
Total expenditures	6,057,000	6,275,000	6,835,707	345,575	
REVENUES OVER EXPENDITURES	698,000	697,000	782,947	85,947	
OTHER FINANCING SOURCES (USES):					
Proceeds from long-term debt		-	1,018,000	(1,018,000)	
Total other financing sources		-	1,018,000	(1,018,000)	
Net change in fund balances	698,000	697,000	1,800,947	(932,053)	
FUND BALANCES:					
Beginning of year	5,176,994	5,176,994	7,397,035	(2,220,041)	
End of year	\$ 5,874,994	\$ 5,873,994	\$ 9,197,982	\$ (3,152,094)	

NOTES TO BASIC FINANCIAL STATEMENTS



1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for governmental accounting and financial reporting principles. On June 15, 1987, GASB issued a codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. The District applies all GASB pronouncements to its activities.

A. Description of the Reporting Entity

The Arcata Fire Protection District (District) was incorporated on June 1, 1944 as a Special District under the laws and regulations of the State of California (State). The District was formed with the approval of the Humboldt County Board of Supervisors, to provide more efficient fire protection and emergency medical services. The principal act that governs the District is the Fire Protection District Law of 1987.

The District provides fire protection, rescue, and emergency medical services to the area surrounding the City of Arcata, including McKinleyville, Manilla, and Bayside. A five-member board of directors, elected by voters, governs the District.

These financial statements present financial information for the District, which represents the primary government. No component units were determined to exist; therefore, none are included in these financial statements.

B. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues.

Amounts reported as *program revenues* include 1) charges to residents for fire protection services, or privileges provided by a given function or segment 2) grants and contributions for fire protection services. All taxes and internally dedicated resources are reported as *general revenues* rather than program revenues.

In the government-wide financial statement, equity is reported as net position and is made up of cumulative net earnings from operations, non-operating revenue and expenses, and capital contributions. The net position is reported in the following categories:

Net investment in capital assets - consists of capital assets, net of accumulated depreciation, reduced by balance owed on any borrowings used in the acquisition, construction or improvement of those assets.

Arcata Fire District Notes to Basic Financial Statements, continued For the year ended June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Presentation, continued

Restricted - refers to that portion of net position that has constraints upon its use imposed by contributors, creditors, such as through debt covenants, or by laws of other governmental entities, or constraints by law through constitutional provisions or enabling legislation.

Unrestricted - net position is the component of net position that does not meet the definition of either "net investment in capital assets" or "restricted."

Governmental Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized by governmental category. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

- a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least ten percent of the corresponding total for all funds of that category or type; and,
- b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least five percent of the corresponding total for all governmental funds combined.

C. Measurement Focus

spendable financial resources at the end of the period.

Measurement focus is a term used to describe which transactions are recorded within the various financial statements.

On the government-wide Statement of Net Position and the Statement of Activities, governmental and business-type activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of net income, financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with activities are reported. Fund equity is classified as Net Position, which serves as an indicator of financial position.

In the fund financial statements, the "current financial resources" measurement focus is used for governmental funds. Only current financial assets and liabilities are generally included on the balance sheets. The operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Governmental Fund Financial Statements, continued

D. Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means the amount is collectible within the current period or soon enough thereafter to pay current liabilities. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year end, with the exception of grant revenues. Grant revenues are considered to be available if collected within 180 days of the end of the current fiscal period.

Property taxes, fire flow taxes, permits, charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the government. Expenditures (including capital outlay) are recorded when the related fund liability is incurred.

E. Cash Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The District pools cash and investments from all funds for the purpose of increasing income through investment activities. Highly liquid money market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value in accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools. Market value is used as fair value for those securities for which market quotations are readily available.

F. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those related to goods and services type transactions are classified as "due to and from other funds." Long-term interfund loans (noncurrent portion) are reported as "advances from and to other funds."

Interfund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. The District currently reports no interfund transactions, including receivables and payables at year-end.

Arcata Fire District Notes to Basic Financial Statements, continued For the year ended June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Major receivable balances for the governmental activities include property taxes, fire flow taxes, intergovernmental subventions or grants, interest earnings, and expense reimbursements.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as property tax, fire flow tax, and intergovernmental subventions since they are usually both measurable and available. Non-exchange transactions collectible but not available, such as property tax, are deferred in the fund financial statements in accordance with the modified accrual basis, but not deferred in the government-wide financial statements in accordance with the accrual basis.

Interest and investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available. The District estimates and records an allowance for doubtful accounts based on prior experience.

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. In the governmental fund financial statements, prepaid items are offset with nonspendable fund balance to indicate they do not constitute current resources available for appropriation.

I. Capital Assets

The District's capital assets are valued at historical cost or estimated historical cost, if actual is unavailable, except for donated capital assets which are recorded at their estimated fair value at the date of donation. Policy has set the capitalization threshold for reporting at \$5,000 and with a useful life greater than one year.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over assets estimated useful life using the straight-line method of depreciation. No depreciation is recorded in the year of disposition.

The range of estimated useful lives by type of asset is as follows:

Buildings and improvement

Vehicles

Equipment

30 years
10-25 years
5-15 years

Fund Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

J. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The District reports deferred outflows of resources for its pension plan and other post-employment benefits (OPEB).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District reports deferred inflows of resources for its pension plan and other post-employment benefits (OPEB).

Government-Wide Statements

K. Compensated Absences

Employees accrue vacation, sick, holiday, administrative leave and compensatory time off benefits. District employees have vested interests in the amount of accrued time off, with the exception of sick leave and administrative leave, and are paid on termination. Most District employees earn annual vacation leave of 12 to 42 days, depending how long they have been employed, and whether thy work a 56-hour work week or a 40-hour work week. Also, annually employees may carry over between 50 to 75 days to the next calendar year. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements and is currently payable. The general fund is used to liquidate compensated absences.

L. Pension

The District recognizes a net pension liability, which represents the District's proportionate share of the excess of the total pension liability over the fiduciary net position of the Plan reflected in an actuarial report provided by California Public Employees' Retirement System (CalPERS).

The net pension liability is measured as of the District's prior Plan year-end. Changes in the net pension liability are recorded, in the period incurred, as pension expense or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change in the liability. The changes in net pension liability that are recorded as deferred inflows of resources or deferred outflows of resources (that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience) are amortized over the weighted average remaining service life of all participants in the respective pension plan and are recorded as a component of pension expense beginning with the period in which they are incurred.

Arcata Fire District Notes to Basic Financial Statements, continued For the year ended June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Government-Wide Statements, Continued

L. Pensions, continued

For purposes of measuring the net pension liability and deferred outflows/inflows of resources relating to pensions and pension expense, information about the fiduciary net position of the District's pension plan with CalPERS and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefits terms. Investments are reported at fair value.

Projected earnings on pension investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-year period beginning with the period in which the difference occurred. Each subsequent year will incorporate an additional closed basis five-year period of recognition.

M. Equity Classification

Equity is classified as net position and is displayed in three components:

- a. *Net investment in capital assets* consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position consists of net position with constraints placed on the use by external groups such as creditors, grantors, contributors, or by laws or regulations of other governments or law through constitutional provisions or enabling legislation.
- c. *Unrestricted net position* all other net position that do not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

Governmental fund equity is classified as fund balance. Fund balance is classified as nonspendable, restricted, committed, assigned, or unassigned. The classifications for governmental funds are defined as follows by the District's Fund Balance Policy:

Nonspendable Fund Balance

- Assets that will never convert to cash (prepaid items, inventory)
- Assets that will not convert to cash soon enough to affect the current period (long-term notes or loans receivable).
- Resources that must be maintained intact pursuant to legal or contractual requirements (the principal of an endowment).

Arcata Fire District Notes to Basic Financial Statements, continued For the year ended June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Fund Financial Statements, continued

M. Equity Classification, Continued

Restricted Fund Balance

- Resources that are subject to externally enforceable legal restrictions imposed by parties altogether outside the government (creditors, grantors, contributors and other governments).
- Resources that are subject to limitations imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance

- Self-imposed limitations set in place prior to the end of the period (encumbrances, economic contingencies and uncertainties).
- Limitation at the highest level of decision-making (Board) that requires formal action at the same level to remove.
- Board Resolution is required to be taken to establish, modify, or rescind a fund balance commitment.

Assigned Fund Balance

- Amounts in excess of nonspendable, restricted, and committed fund balance in funds other than the general fund automatically are reported as assigned fund balance.
- Fund Balance committed to pay for the subsequent year's budget deficit. The amount is equal to the projected excess of budgeted expenditures over budgeted revenues by fund.
- Assigned amounts for a specific purpose are as authorized by the District's Fire Chief or Administrative Services Director through its fund balance policy.

Unassigned Fund Balance

- Residual net resources.
- Total fund balance in the general fund in excess of nonspendable, restricted, committed and assigned fund balance (surplus).
- Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit).

Fund Balance Policy

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain unrestricted fund balance in its District funds sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed and unassigned fund balances are considered unrestricted.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Equity Classification, Continued

Fund Balance Policy, continued

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

N. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

O. Property Tax

The County of Humboldt is responsible for assessing, collecting and apportioning property taxes for the District. Under California law, property taxes are assessed and collected by the County up to 1% of the full cash value of taxable property, plus other increases approved by the voters and distributed in accordance with statutory formulas. The District recognizes property taxes when the individual installments are due, provided they are collected within 60 days after year-end.

Secured property taxes are levied on or before the first day of September of each year. They become a lien on real property on March 1 preceding the fiscal year for which taxes are levied. These taxes are paid in two equal installments; the first is due November 1 and delinquent with penalties after December 10; the second is due February 1 and delinquent with penalties after April 10. Secured property taxes, which are delinquent and unpaid as of June 30, are declared to be tax defaulted and are subject to redemption penalties, cost, and interest when paid.

If the delinquent taxes are not paid at the end of five years, the property is sold at public auction and the proceeds are used to pay the delinquent amounts due. Any excess is remitted, if claimed, to the taxpayer. Additional tax liens are created when there is a change in ownership of property or upon completion of new construction. Tax bills for these new tax liens are issued throughout the fiscal year and contain various payments and delinquent dates but are generally due within one year. If the new tax liens are lower, the taxpayer receives a tax refund rather than a tax bill. Unsecured personal property taxes are not a lien against real property. These taxes are due on March 1, and become delinquent, if unpaid on August 31.

The District participates in an alternative method of distribution of property tax levies and assessments known as the "Teeter Plan." The State Revenue and Taxation Code allow counties to distribute secured real property, assessment, and supplemental property taxes on an accrual basis resulting in full payment to taxing agencies each fiscal year. Any subsequent delinquent payments and penalties and interest during a fiscal year will revert to the County.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

P. Budgetary Accounting

The District Board of Directors establishes budgets for the General Fund. Budgetary control is legally maintained at the fund level for these funds. The budget includes appropriations (budgeted expenditures) on a line-item basis and the means of financing them (budgeted revenues.) The coordinators of the Budget are the Fire Chief and the Business Manager or designee(s), with direct support from each division in the District.

Budget development begins with a mid-year Budget review in January or during a month selected by the Fire Chief. The mid-year review is a detailed analysis of District revenue and expenditure line items for the current fiscal year. The District fiscal year is from July 1 through June 30 of the next calendar year.

The mid-year review is published and distributed to the Board, staff and general public for consideration during the month of January or during a month selected by the Fire Chief. The mid-year financial analysis provides the starting point for next fiscal year's Budget.

Administrators receive a written Budget Packet and a written Budget Timeline in February that provides detailed instructions and deadlines for the Budget process. Administrators meet with the Fire Chief or designated representative and submit the following for the next fiscal year: 1) goals and objectives, 2) preliminary Budget requests, 3) personnel requests and 4) capital equipment requests. During this time, revenue sources are projected by the Fire Chief and Accountant.

A draft Budget is compiled for review by the Fire Chief, Business Manager or designated representative(s). Individual meetings with each division are held with the Fire Chief or designated representative as deemed necessary by the Fire Chief. Programs, projects and staffing are reviewed in these sessions and approval is dependent on available funding and Fire Chief's recommendation.

Recommendations and revisions from division review sessions are incorporated into the Proposed Budget. The Proposed Budget is submitted to the Board in May for detailed review, public comment and Board direction in a public meeting. Public requests and concerns are considered during this time.

After deliberation and final changes, the Budget is adopted by the Board of Directors. Preferably the Budget is adopted in June, prior to the beginning of the next fiscal year. In the event of unusual circumstances, the Budget may be adopted after the beginning of the fiscal year. Regardless, in accordance with Health and Safety Code Section 13895, the final Budget is adopted by October 1 of each fiscal year.

Formal budgetary integration is employed as a management control device during the year for all funds. Budgeted and actual revenues and expenditures are reviewed monthly by the Board and budget amendments and transfers are made as needed. The Accountant monitors appropriations on a division basis and conveys this information to the Fire Chief who can approve appropriation transfers so long as appropriations in total by fund do not change.

This approach allows the Fire Chief to hold division heads accountable. The District reports expenditures and appropriations on a line-item basis to the Board.

Arcata Fire District Notes to Basic Financial Statements, continued For the year ended June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

P. Budgetary Accounting, continued

Only the Board may approve amendments to appropriations in total by fund. This approach allows the Board to hold the Fire Chief accountable for the overall District operations.

Budgets are adopted on a basis consistent with generally accepted accounting principles for all funds. Budgeted amounts presented in the financial statements are as originally adopted and as amended by the Board. Supplemental amendments to the budget were adopted by the Board and have been included in the budget to actual statement.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

R. Other Post Employment Benefit Plans

The District recognizes a net OPEB liability, which represents the District's proportionate share of the excess of the total OPEB liability over the fiduciary net position of the Plan. The net OPEB liability is measured as of the District's prior Plan year-end. Changes in the net OPEB liability are recorded, in the period incurred, as expense or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change in the liability.

S. Comparative Data

Comparative data for the prior year has been presented in the accompanying Management, Discussion, and Analysis in order to provide an understanding of changes in the government's financial position and operations.

2. CASH AND INVESTMENTS

At June 30, 2024, the District's pooled cash and investments, classified by maturity, consisted of the following stated at fair market value:

	Balance		
	June 30, 202		
Cash in bank	\$	372,288	
Coast Central - Liquid Asset		119,643	
Coast Central - Savings	68		
CalTRUST		5,305,481	
Cash with County		3,665,393	
Total cash and investments	\$	9,462,873	

California statutes authorize cities to invest idle or surplus funds in a variety of credit instruments as provided for in the California Government Code, Section 53600, Chapter 4 – Financial Affairs. The table below identifies the investment types that are authorized for the District by the California Government Code (or the District's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. During the year ended June 30, 2024, the District's permissible investments included the following instruments.

		Maximum	Maximum
	Maximum	Percentage	Investment
Authorized Investment Type	Maturity	of Portfolio	in One Issuer
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	50%	50%
Bankers' Acceptances	180 days	40%	30%
High-Grade Commercial Paper	270 days	15%	10%
Negotiable Certificates of Deposit	5 years	30%	30%
LAIF	N/A	None	None
Local Government Investment Pools	N/A	None	None
Medium-term Corporate Notes	5 years	30%	30%
Money Market Mutual Funds	N/A	20%	10%
Collateralized Negotiable Investments	5 years	50%	50%

The District's practice has been to limit investment to CalTRUST Liquidity Fund and the County Treasury, an unrated investment pool, which limits the exposure of District funds to interest rate and credit risk by treating all balances as current.

2. CASH AND INVESTMENTS, Continued

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either
- directly or indirectly, which may include inputs in markets that are not considered to be active; and.
- Level 3: Investments reflect prices based upon unobservable sources.

Investments in External Investment Pools

As of June 30, 2024, the District had \$3,665,393 invested directly in the County investment pool, which included a portion of the pool funds invested in the following:

General categories established by the California Government Code Sections 53601 (U.S. Treasury and Agency Securities, Bonds and Notes issued by local agencies, Banker's Acceptances, Commercial Paper, Negotiable Certificates of Deposit, LAIF, Money Market Mutual Funds, etc.)

No investment shall be made in any security with a maturity greater than five years, unless the Board of Supervisors has granted express authority to make that investment. That express authority has now been granted exclusively to the Headwaters Investment Portfolio which may invest in U.S. Treasuries, Federal Agencies, Municipal Securities, and Negotiable Certificates of Deposit with maturities beyond five years.

As of June 30, 2024, the District also had \$5,305,481 invested directly in the CalTRUST Liquidity Fund, which is an investment pool of primarily authorized investment under California Government Code. The Liquidity Fund has a maximum portfolio duration weighted average maturity of 60 days and maximum weighted average life of 120 days.

3. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at June 30, 2024:

Receivables	
Grants	\$ 910,000
Other receivables	63,093
Interest	 15,000
	\$ 988,093

3. ACCOUNTS RECEIVABLE, Continued

These amounts resulted in the following concentrations in receivables:

Other Governments 92% Other Receivables 6% Financial Institutions 2%

Amounts do not indicate a significant concentration (greater than 25%) with any single customer or agency.

4. PREPAID ITEMS

The prepaid expenses consist of expendable supplies held for consumption and are recorded as expenses when consumed. As of June 30, 2024, the District has reported \$89,793 of prepaid expense.

5. CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2024, was as follows:

	Balance June 30, 2023		Additions		Deletions		Balance June 30, 2024		
Governmental activities:		,							
Nondepreciable assets:									
Land	\$	224,630	\$	-	\$	-	\$	224,630	
Total nondepreciable assets		224,630		-		-		224,630	
Depreciable assets:									
Buildings		2,395,485		-		-		2,395,485	
Equipment		3,597,744		937,282		(167,426)		4,367,600	
Total depreciable assets		5,993,229		937,282		(167,426)		6,763,085	
Total		6,217,859		937,282		(167,426)		6,987,715	
Accumulated depreciation:									
Buildings		(2,505,291)		(277,429)		167,426		(2,615,294)	
Total accumulated depreciation		(2,505,291)		(277,429)		167,426		(2,615,294)	
Total net capital assets	\$	3,712,568	\$	659,853	\$		\$	4,372,421	

Depreciation expense for capital assets was charged to categories as follows:

	1 10 0 00 1	Year Ended e 30, 2024
Building and Improvements	\$	62,587
Equipements		43,799
Vehicles		171,043
Total	\$	277,429

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities consisted of the following at June 30, 2024:

	E	Balance
	Jun	e 30, 2024
Accounts payable and accrued liabilities Accrued payroll and benefits	\$	191,995 130,205
Accrued payron and ocherus		130,203
Total	\$	322,200

These amounts resulted in the following concentrations in payables:

Vendors 60% Employees 40%

Amounts do not indicate a significant concentration (greater than 25%) with any single vendor or employee.

7. LONG-TERM LIABILITIES

The District's balance on long-term liabilities was \$5,960,956. The following is a summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2024:

	Balance			Balance	Due Within	
	July 1, 2023	Additions	Retirements	June 30, 2024	One Year	
Series 2021 Financing Agreement	\$ 4,493,001	\$ -	\$ (268,001)	\$ 4,225,000	\$ 276,000	
Series 2022 Loan Obligations	634,619	-	(98,798)	535,821	101,444	
Series 2024 Loan Obligations		1,018,000		1,018,000		
Subtotal Series Loans	5,127,620	1,018,000	(366,799)	5,778,821	377,444	
Compensated absences	156,249	58,344	(32,458)	182,135	55,917	
Total long-term liabilities	\$ 5,283,869	\$ 1,076,344	\$ (399,257)	\$ 5,960,956	\$ 433,361	

Series 2021 Financing Agreement

On October 1, 2021, the District entered into a financing agreement with Sterling National Bank in the amount of \$4,754,000. Of the proceeds, \$4,686,203 was used to pay down the majority of the outstanding UAL projected by CalPERS. Interest is payable semi-annually on February 1 and August 1 of each year, commencing February 1, 2023. The bonds mature in 2036 and the principal is payable on August 1 each year, commencing August 1, 2023. The interest rate for the financing agreement is 2.74%.

Series 2022 Loan Obligations

On April 12, 2022, the District entered into a Series 2022A Installment Loan Purchase Agreement (the "Loan Agreement") with the California Municipal Public Financing Authority to acquire a new truck in the principal amount of \$734,619 (the "Series 2022 Loan Obligations"). The Series 2022 Loan Obligations bear interest at rate of 2.75% per annum until February 1, 2029.

7. LONG-TERM LIABILITIES, Continued

Series 2024 Loan Obligations

On May 1, 2024, the District entered into a Series 2024 Installment Loan Purchase Agreement (the "Loan Agreement") with the California Municipal Public Financing Authority to acquire a new truck in the principal amount of \$1,018,000 (the "Series 2024 Loan Obligations"). The Series 2024 Loan Obligations bear interest at rate of 4.67% per annum until August 1, 2034.

Compensated Absences

The District records employee absences, such as vacations, illness, deferred overtime, and holidays, for which it is expected that employees will be paid compensated absences. As at June 30, 2024, the District had a compensated absences balance net of \$182,135.

Future debt service at June 30, 2024 is as follows for all debt except compensated absences:

Year Ending	Series 2021	Fina	ncing		Series 2022 Loan			Series 20	24 Lo	oan	
June 30,	Agree	ment			Oblig	ations	3	Obligations			<u> </u>
	Principal		Interest	F	Principal		Interest		Principal		Interest
2025	276,000	\$	111,983		101,444		54,101	\$	-	\$	-
2026	283,000		104,325		104,214		50,224		59,580		77,894
2027	291,000		96,462		107,060		46,237		93,940		43,534
2028	298,000		88,392		109,984		42,155		98,378		39,096
2029	306,000		80,118		113,119		176,196		103,027		34,447
2030-2034	1,661,000		309,223		-		-		592,907		94,463
2035-2039	1,110,000		-		-		-		70,168		1,568
Total	\$ 4,225,000	\$	790,503	\$	535,821	\$	368,913	\$	1,018,000	\$	291,002
Due within one year	\$ 276,000	\$	111,983	\$	101,444	\$	54,101	\$	-	\$	-
Due after one year	3,949,000		678,520		434,377		368,913		1,018,000		291,002
Total	\$ 4,225,000	\$	790,503	\$	535,821	\$	423,014	\$	1,018,000	\$	291,002

8. NET POSITION/FUND BALANCES

Net Position

As of June 30, 2024, net position is as follows:

Net Position	Jui	ne 30, 2024
Net Invesment in capital assets	\$	2,818,600
Unrestricted (deficit)		(7,625,914)
Total	\$	(4,807,314)

Restricted balances are for the same purposes as fund balance restrictions because external restriction requirements are the same. See descriptions of the restrictions below.

Fund Balance

As of June 30, 2024, the District's Restricted and Committed fund balances are as follows:

Fund Balances	Jun	e 30, 2024
Nonspendable for prepaid items	\$	89,793
Unassiged		9,108,189
Total	\$	9,197,982

The District considers restricted amounts to have been spent prior to unrestricted amounts when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Committed, assigned, and unassigned amounts, in this order, are considered to have been spent when an expenditure is incurred for which amounts in any of those unrestricted fund balance classifications could be used.

9. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The District purchases insurance coverage from FAIRA (Fire Agencies Insurance Risk Authority). FAIRA provides coverage for automobile, general liability, errors and omissions losses and property as follows:

Auto liability -combined single limit	\$1,000,000
General aggregate	2,000,000
Management liability	1,000,000
Cyber-crime liability	1,000,000
Umbrella liability	10,000,000
Each occurrence or wrongful act	1,000,000
Garagekeepers legal liability	250,000

For the fiscal year ended June 30, 2024, the annual premium to FAIRA was \$51,345.

9. RISK MANAGEMENT, Continued

The County of Humboldt, Risk Management Division, Workers Compensation Program, a risk sharing pool administered by the County, provides worker's compensation benefits for its members. The premium paid to the County for the fiscal year ended June 30, 2024, was \$106,494.

Management believes coverage maintained is sufficient to preclude any significant uninsured losses to the District.

10. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. General Information about the Pension Plans

Plan Descriptions - All qualified full-time employees are eligible to participate in the District's Miscellaneous First Tier Plan, Safety Plans, Safety PEPRA and Miscellaneous PEPRA Plan (The Plans), agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CaIPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2024, are summarized as follows:

	Miscella	neous Plan
	First Tier	PEPRA
	Prior to	On or after January 1,
Hire date	January 1, 2013	2013
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67
Monthly benefits, as a % of eligible compensation	2% to 3%	1.0% to 2.5%
Required employee contribution rates	7%	6.5%
Required employer contribution rates	15.95%	7.68%

		Safety Plan	
	First Tier Second Tier PEPR		
	Prior to	Prior to	On or after January 1,
Hire date	January 1, 2013	January 1, 2013	2013
Benefit formula	3% @ 50	3% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 - 50	50 - 55	50 - 57
Monthly benefits, as a % of eligible			
compensation	2% to 2.7%	2.4% to 3%	2% to 2.7%
Required employee contribution rates	8.99%	8.99%	7.00%
Required employer contribution rates	29.09%	26.11%	14.50%

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CaIPERS. The actuarially determined rate is based on the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2024, the contributions recognized as part of pension expense for the Plan were as follows:

	Miscellaneous		IS	
	Misce	ellaneous		Safety
Contributions - employer	\$	23,611	\$	496,265

As of June 30, 2024, the District reported a net pension liability for its proportionate shares of the net pension liability of the Plan as follows:

	Proportionate Share	
	of Net Pension Liabi	
Miscellaneous First Tier	\$	61,778
Safety		2,930,544
Total Net Pension Liability	\$	2,992,322

The District's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The District's proportionate share of the net pension liability for the Plan as of June 30, 2024 was as follows:

	Miscellaneous	Safety	Total
Proportion- June 30, 2023	0.00111%	0.03859%	0.02341%
Proportion- June 30, 2024	0.00124%	0.03920%	0.02399%
Change-Increase/(Decrease)	0.00013%	0.00061%	0.00058%

For the year ended June 30, 2024, the District recognized pension expense of \$777,647. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	rred Outflows Resources	erred Inflows Resources
Differences between actual and expected economic experience	\$ 218,312	\$ 18,909
Changes in assumptions	174,760	-
Differences between Projected and Actual Investment Earnings	411,047	-
Differences between Employer's Contributions and Proportionate		
Share of Contributions	1,858,380	286,315
Change in Employer's Proportion	3,712.00	2,421,967
Pension Contributions Subsequent to Measurement Date	 519,876	
Total	\$ 3,186,087	\$ 2,727,191

\$519,876 reported as deferred outflows of resources related to contributions subsequent to the measurement date and other contribution differences, which will be recognized as a reduction of the net pension liability in the year ended June 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

June 30,	Miscellaneous	Safety	Total
2025	5,195	(199,974)	(194,779)
2026	3,078	(132,216)	(129,138)
2027	7,190	244,265	251,455
2028	287	11,194	11,481
2029	-	-	-
Thereafter			
	15,750	(76,731)	(60,981)

Actuarial Assumptions – The June 30, 2023, valuation was rolled forward to determine the June 30, 2024 total pension liability, based on the following actuarial methods and assumptions.

Actuarial Assumptions	
Actuarial cost method	Entry-age normal cost method
Actuarial assumptions:	
Discount rate	6.90%
Inflation	2.5%
Salary increases	Varies by entry age and service
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funs
Post-retirement benefit increase	Contract COLA up to 2.5% until purchasing power protection allowance floor on purchasing power applies, 2.5% thereafter.

The underlying mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details, please refer to the 2014 experience study report.

All other actuarial assumptions used in the June 30, 2014 valuation were based on the results of an actuarial experience study for the fiscal years 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study can be obtained at CalPERS' website under Forms and Publications.

Discount Rate - The discount rate used to measure the total pension liability was 6.90 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 6.90 percent discount rate is appropriate, and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 6.90 percent is applied to all plans in the Public

Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Taking into account historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the Board effective on July 1, 2014.

Asset Class	Current Target Allocation	Real Return Years 1 - 10 ¹	Real Return Year 11+ ²
Global Equity	47.0%	4.90%	5.38%
Global Fixed Income	19.0%	0.80%	2.27%
Inflation Sensitive	6.0%	0.60%	1.39%
Private Equity	12.0%	6.60%	6.63%
Real Estate	11.0%	2.80%	5.21%
Infrastructure and Forestland	3.0%	3.90%	5.36%
Liquidity	2.0%	-0.55%	-90.00%

- (1) An expected inflation of 2.5% used for this period.
- (2) An expected inflation of 3.0% used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate The following presents the District's proportionate share of the net pension liability for the Plan, calculated using the discount rate for Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

				Current	
	Disc	ount Rate-1% (5.90%)	Di	scount Rate (6.90%)	unt Rate +1% (7.90%)
Miscellaneous Safety	\$	140,962 6,365,512	\$	61,778 2,930,544	\$ (3,398) 122,214
Total	\$	6,506,475	\$	2,992,322	\$ 118,816

Pension Plan Fiduciary Net Position -Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plans – For the year ended June 30, 2024, no required contributions to the plan were reported due to the refinance.

11. OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description

The District provides post-employment health care benefits through a single employer defined benefit plan. Retirees who are age 50 or over are eligible to obtain medical coverage. Medical coverage is also provided for the surviving spouse of retired employees and the surviving spouse of active employees who upon death had attained age 50 and who had a minimum of 10 years of service with the District. The Plan does not provide a publicly available financial report.

Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). Retirees who are age 50 (age 52, if a miscellaneous employee new to PERS on or after January 1, 2013) with 5 years of State or public agency service or (b) an approved disability retirement; or over are eligible to obtain medical coverage.

The District provides continuation of medical and dental coverage to its retiring employees. These benefits create the following types of OPEB liabilities:

• Explicit subsidy liabilities: An "explicit subsidy" exists when the employer contributes directly toward the cost of retiree healthcare. In this program, the District contributes a portion of retiree medical premiums for qualifying retirees. The Patient Protection and Affordable Care Act (ACA) includes a 40% excise tax on high-cost employer-sponsored health coverage. Any portion of such future excise tax paid by the employer is also a form of explicit subsidy.

• Implicit subsidy liabilities: An "implicit subsidy" exists when the premiums charged for retiree coverage are lower than the expected retiree claims for that coverage. In the CalPERS medical program, the same monthly premiums are charged for active employees and for pre-Medicare retirees. CalPERS has confirmed that the claims experience of these members is considered together in setting premium rates. For Medicare-eligible members different monthly premiums are charged. CalPERS has confirmed that only the claims experience of Medicare eligible members is considered in setting Medicare-eligible premium rates.

Employees Covered by benefit terms

At June 30, 2024, the following employees were covered by the benefit terms:

Active employees	22
Inactive employees or beneficiaries currently receiving benefits	19
Inactive employees entitled to, but not yet receiving benefits	-
Total Number of participants	41

District Contribution to the Plan

District contributions to the Plan may occur as benefits are paid to retirees and/or to an irrevocable OPEB trust. Benefit payments may occur in the form of direct payments for premiums and taxes ("explicit subsidies") and/or indirect payments to retirees in the form of higher premiums for active employees ("implicit subsidies").

The charts below show the benefits paid by the District on behalf of retirees (a) during the measurement period and (b) during the year following the measurement period but prior to the end of fiscal year ending 2024.

Employer Contributions During the Measurement Period, July 1, 2022 through June 30, 2023.	
Employer Contributions to the Trust	\$ -
Employer Contributions in the Form of Direct Benefit	
Payments (not reimbursed by trust)	300,912
Implicit contributions	-
Total Employer Contributions During the	
Measurement Period	\$ 300,912
Employer Contributions Subsequent to the Measurement Date, July 1, 2023 through June 30, 2024	
Employer Contributions to the Trust	\$ _
Employer Contributions in the Form of Direct Benefit	
Payments (not reimbursed by trust)	313,845
Implicit contributions	28,311
Total Employer Contributions Subsequent to the Measurement	
Date	\$ 342,156

Net OPEB Liability

The District's net OPEB liability was measured as of June 30, 2024 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2022 that was rolled forward to determine the June 30, 2024 total OPEB liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions:	
Discount Rate	4.13%
Inflation	2.50%
Salary Increases	3.00% per annum
Investment Rate of Return	7.00%
	Derived using CalPERS'
Mortality Rate (1)	Membership Data for all funds
	Derived using CalPERS'
Pre-Retirement Turnover (2)	Membership Data for all funds
Healthcare Trend Rate	6.50%

Notes:

- (1) Pre-retirement mortality information was derived from data collected during 1997 to 2011 CalPERS Experience Study dated January 2014 and post-retirement mortality information was derived from the 2007 to 2011 CalPERS Experience Study. The Experience Study Reports may be accessed on the CalPERS website **www.calpers.ca.gov** under Forms and Publications.
- (2) The pre-retirement turnover information was developed based on CalPERS' specific data. For more details, please refer to the 2007 to 2011 Experience Study Report. The Experience Study Report may be accessed on the CalPERS website **www.calpers.ca.gov** under Forms and Publications.

Discount Rate

The District has been and continues to finance its OPEB liability on a pay-as-you-go basis. With the District's approval, the discount rates used in this valuation are based on the S&P Municipal Bond 20 Year High Grade Index. As of the beginning and end of the Measurement Period, this index indicates discount rates of 4.09% as of June 30, 2023, and 4.13% as of June 30, 2024.

Changes in the OPEB Liability

The changes in the net OPEB liability for the Plan are as follows:

	Total OPEB	Fiduciary	Net OPEB
	Liability	Net Position	Liability
Balance at 6/30/2023*	\$ 8,414,987	\$ -	\$ 8,414,987
Changes for the year			
Service Cost	240,223	_	240,223
Interest Cost	347,844	_	347,844
Employer Contributions	-	300,912	(300,912)
Benefit Payments	(300,912)	(300,912)	-
Assumptions Changes	296,918	_	296,918
Plan Experience	26,889	-	26,889
Net Changes	610,962	-	610,962
Balance at 6/30/2024**	\$ 9,025,949	\$ -	\$ 9,025,949

^{*}Measurement date 6/30/2022

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The discount rate used for the fiscal year end 2024 is 4.13%. The following presents the net OPEB liability of the District if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

Change in	Current - 1%		Current + 1%
Discount Rate	3.13%	4.13%	5.13%
Total OPEB Liability	10,402,570	9,025,949	7,918,332

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the District if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2024 (Healthcare Cost Trend Rate was assumed to start at 6.5% and grade down to 3.9% for years 2075 and thereafter):

Change in Health Cost	nge in Health Cost Current			
Trend Rate	Current - 1%	Trund	Current + 1%	
Total OPEB Liability	7,841,533	9,025,949	10,509,401	

^{**}M easurement date 6/30/2023

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on OPEB plan investments	5 years
All other amounts	Expected average remaining service lifetime (EARSL) (8.12 Years at June 30, 2024)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2024, the District recognized OPEB expense of \$111,338. As of fiscal year, ended June 30, 2024, the District reported deferred outflows of resources related to OPEB from the following sources:

	Outflows			Intflows
	of :	Resources	of	Resources
Change in assumptions	\$	788,308	\$	2,215,979
Net difference between projected and actual		205,731		943,519
Net difference between projected and actual				
Earnings on Investments		-		-
Deferred Contributions		342,156		
Total	\$	1,336,195	\$	3,159,498

The \$342,156 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2024, measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2024. Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

For the Fiscal	Recognized Net Deferred				
Year Ending	Outflows (Inflows) of				
June 30,	Resources				
2025	(476 720)				
	(476,729)				
2026	(476,729)				
2027	(452,394)				
2028	(406,421)				
2029	(412,198)				
Therafter	59,012				

12. NEW ACCOUNTING PRONOUNCEMENTS

The GASB has issued Statement No. 99, "Omnibus 2022." The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. The requirements related to leases, PPPs, and SBITAs will take effect for financial statements starting with the fiscal year that ends June 30, 2023. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 will take effect for financial statements starting with the fiscal year that ends June 30, 2024. The implementation of this statement did not have an effect on the financial statements.

The GASB has issued Statement No. 100, "Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62." The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2024. The implementation of this statement did not have an effect on the financial statements.

The GASB has issued Statement No. 101, "Compensated Absences." The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends December 31, 2024.

The GASB has issued Statement No. 102, "Certain Risk Disclosures." The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2025.

The GASB has issued Statement No. 103, "Financial Reporting Model Improvements." The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2026.

13. SUBSEQUENT EVENTS

The District has evaluated subsequent events occurring after the Statement of Net Position through the date of October 11, 2024, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION



Arcata Fire District

Required Supplementary Information - Schedule of Contributions

Miscellaneous Plan			
Last 10 Fiscal Years*	2023	2022	2021
Contractually required contribution (actuarially determined)	23,611	16,839	69,989
Contributions in relation to the actuarillay determined contributions	(23,611)	(16,839)	(69,989)
Contribution deficiency (exess)	-	-	-
Covered-employee payroll	79,193	79,193	73,450
Contribution as a percentage of covered-employee payroll	29.81%	21.26%	95.29%
Safety Plan			
Last 10 Fiscal Years*	2023	2022	2021
Contractually required contribution (actuarially determined)	496,265	588,479	678,544
Contributions in relation to the actuarillay determined contributions	(496,265)	(588,479)	(678,544)
Contribution deficiency (exess)	-	-	-
Covered-employee payroll	2,344,202	2,344,202	1,593,588
Contribution as a percentage of covered-employee payroll	21.17%	25.10%	42.58%

Notes to Schedule

¹⁾ Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation and pensionable compensation that would possible go into the determination of retirement benefits are included.

^{*}Additional years will be presented as they become available.

2020	2019	2018	2017	2016
13,129	11,378	11,921	9,108	9,094
(13,129)	(11,378)	(11,921)	(9,108)	(9,094)
-	-	-	-	-
51,791	49,672	47,265	44,695	59,882
25.35%	22.91%	25.22%	20.38%	15.19%
2020	2019	2018	2017	2016
594,885	775,734	725,811	658,858	607,694
(594,885)	(775,734)	(725,811)	(658,858)	(597,511)
-	-	-	-	10,183.00
1,325,047	1,654,285	2,052,968	1,852,085	1,902,694
44.90%	46.89%	35.35%	35.57%	31.94%

Arcata Fire District

Required Supplementary Information - Schedule of the District's Proportionate Share of the Net Pension Liability

Miscellaneous Plan	2022	2022
Last 10 Fiscal Years*	 2023	 2022
Plan's Proportion of the Net Pension Liability/(Asset)	0.00124%	0.00111%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	\$ 61,778	\$ 52,122
Plan's Covered-Employee Payroll	\$ 79,193	\$ 79,193
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered-Employee Payroll	78.01%	65.82%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	89.45%	111.06%
Plan's Proportionate Share of Aggregate Employer Contribution	\$ 23,611	\$ 16,839
Safety Plan		
Last 10 Fiscal Years*	2023	2022
Plan's Proportion of the Net Pension Liability/(Asset)	0.03920%	0.03859%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	\$ 2,930,544	\$ 2,651,946
Plan's Covered-Employee Payroll	\$ 2,344,202	\$ 2,344,202
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered-Employee Payroll	125.01%	113.13%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	88.30%	71.15%
Plan's Proportionate Share of Aggregate Employer Contribution	\$ 496,265	\$ 588,479

Notes to Schedule

¹⁾ Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of retirement benefits are included.

^{*}Additional years will be presented as they become available.

 2021	 2020	 2019	 2018	 2017	 2016
0.00121%	0.00188%	0.00179%	0.00169%	0.00173%	0.00170%
\$ 23,035	\$ 79,192	\$ 71,753	\$ 63,659	\$ 68,269	\$ 57,351
\$ 73,450	\$ 51,791	\$ 49,672	\$ 47,265	\$ 44,695	\$ 59,882
31.36%	152.91%	144.45%	134.69%	152.74%	95.77%
104.94%	120.40%	119.08%	117.84%	79.99%	80.66%
\$ 69,989	\$ 13,129	\$ 15,582	\$ 13,596	\$ 10,325	\$ 8,909
 2021	2020	2019	2018	2017	2016
0.10685%	0.09087%	0.09072%	0.09138%	0.09060%	0.09290%
\$ 3,749,798	\$ 6,054,154	\$ 5,663,144	\$ 5,361,483	\$ 5,413,649	\$ 4,812,049
\$ 1,593,588	\$ 1,325,047	\$ 1,654,285	\$ 2,052,968	\$ 1,852,085	\$ 1,902,694
235.31%	456.90%	342.33%	261.16%	292.30%	252.91%
235.31% 71.15%	456.90% 71.15%	342.33% 71.97%	261.16% 72.16%	292.30% 70.75%	252.91% 70.28%

Arcata Fire District Required Supplementary Information - Schedule of Changes in the Net OPEB Liability and Related Ratios for the Measurement Periods Ended June 30,

	2024	2023	2022
Total OPEB Liability			
Service Cost	\$ 240,223	\$ 368,016	\$ 451,576
Interest on the total OPEB liability	347,844	242,679	268,746
Differences between expected and actual experience	26,889	-	315,761
Changes of benefit terms	-	-	-
Changes of assumptions	296,918	(2,792,607)	399,582
Benefit payments	 (300,912)	(334,328)	(312,175)
Total OPEB liability - beginning	8,414,987	10,931,227	9,807,737
Total OPEB liability - ending (a)	\$ 9,025,949	\$ 8,414,987	\$ 10,931,227
Plan fiduciary net position Contributions - employer	\$ 300,912	\$ 334,328	\$ 312,175
Benefit payments	(300,912)	(334,328)	(312,175)
Net change in plan fiduciary net position	-	-	-
Plan fiduciary net position - beginning	 -	 _	
Plan fiduciary net position - ending (b)	\$ -	\$ -	\$ -
Net OPEB liability - ending (a) - (b)	\$ 9,025,949	\$ 8,414,987	\$ 10,931,227
Covered-employee payroll	\$ 1,637,504	\$ 1,639,185	\$ 1,547,390
Net OPEB liability as a percentage of covered-employee payroll	551.20%	513.36%	706.43%

Notes to Schedule

¹⁾ GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Additional years will be presented as they become available.

2021	2020	 2019	 2018
\$ 423,184 264,495	\$ 517,153 323,085	\$ 481,847 313,852	\$ 524,580 275,938
-	(2,001,274)	-	-
203,864 (281,447)	174,713 (281,304)	255,819 (263,236)	(760,555) (269,146)
9,197,641	10,465,268	9,676,986	9,906,169
\$ 9,807,737	\$ 9,197,641	\$ 10,465,268	\$ 9,676,986
\$ 281,447 (281,447) -	\$ 281,304 (281,304)	\$ 263,236 (263,236)	\$ 269,146 (269,146)
\$ -	\$ -	\$ -	\$ -
\$ 9,807,737	\$ 9,197,641	\$ 10,465,268	\$ 9,676,986
\$ 1,802,560	\$ 2,155,428	\$ 1,785,379	\$ 1,848,645
544.10%	426.72%	586.17%	523.46%

Arcata Fire District

Required Supplementary Information - Schedule of Contributions for the Measurement Periods Ended June 30,

Fiscal Year Ended June 30,	2023	2022	2021
Actuarially Determined Contribution (ADC)	\$ 300,912	\$ 334,328	\$ 312,175
Contributions in relation to the ADC	(300,912)	(334,328)	(312,175)
Contribution deficiency (excess)	-	_	
Covered-employee payroll	\$ 9,025,949	\$ 1,639,185	\$ 1,547,390
Contributions as a percentage of covered-employee payroll	3.33%	20.40%	20.17%

Notes to Schedule

1)GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Additional years will be presented as they become available.

Actuarial Methods and Assumptions

Valuation Date Funding Method Asset Valuation Method Discount Rates	30-Jun-22 Entry Age Normal Cost, level percent of pay Market value of assets (\$0; plan is not yet funded) 4.13% on June 30, 2023 4.09% on June 30, 2022
Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation.
Salary Increase	3.00% per year; since benefits do not depend on salary, this is used only to allocate the cost of benefits between service years.
Assumed Wage inflation	2.50% per year; used to determine amortization payments if developed on a level percent of pay basis.
Inflation Rate	2.50%

2020	2019	2018	2017
\$ 281,447	\$ 281,304	\$ 263,236	\$ 269,146
 (281,447)	(281,304)	(263,236)	(269,146)
-	-	-	-
\$ 1,802,560	\$ 2,155,428	\$ 1,785,379	\$ 1,848,645
15.61%	13.05%	14.74%	14.56%

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditor's Report

The Board of Directors Arcata Fire Protection District Arcata, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the budgetary comparison information of the Arcata Fire Protection District (District), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 11, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

October 11, 2024

JJHCPH, Inc. JJACPA, Inc. Dublin, CA



DISTRICT BUSINESS - Item 3

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief

Subject: Approve the Purchase of the Removal of the Mad River Fire Station

Fuel Tanks

Background

In March 2024 the Mad River Station took routine delivery of about 800 gallons of gasoline at its above ground fuel tank. Shortly after receiving the fuel, a staff vehicle was fueled and began running poorly. It was discovered that the gasoline used in the vehicle was contaminated with water that had leaked into the storage tank. Upon having the tank inspected by the District's insurance inspector, it was determined that the nearly 40 year-old tank interior had deteriorated beyond repair. Over time, approximately 200 gallons of water leaked into the tank. It was recommended to staff to have the tank pumped out and to discontinue its use. Although staff attempted to seal off points of entry, the liquid level continued to rise in the tank following each rain event.

The District's insurance underwriters were contacted and opened a claim to determine if the pump out and demolition would be covered. To this date it is still being processed and is unknown if the cost will be covered. The follow-up discussions with the adjuster indicate that since it was deterioration due to age, it likely will not be covered.

Due to the rain season starting, it became a time critical issue to pump out and remove the tank to prevent the product from overflowing and causing fuel contamination to the area.

Two companies were identified and contacted as licensed fuel removal and transporters of contaminated products. A separate contractor was identified for tank removal.

In October the contaminated fuel and tank were removed. Although we have not received the invoice for the pump out and removal, the cost was estimated to be \$17,000 for pump out, transport, and disposal (dependent upon actual product amount removed).

An additional inspection of the above ground diesel tank at Mad River Station indicated that that tank has also deteriorated and will likely face similar issues, with the recommendation to finish off the remaining fuel in the tank and to discontinue its use.

The cost of the diesel tank removal may be less but is unknown at this time. It is dependent upon if there will be contaminated fuel to pump out and transport. Based on use, there should be far less fuel to remove.

Recommendation

Staff recommends the Board consider the information, take public comments, and approval of funds not to exceed \$30,000 to cover the cost for the emergency removal of the gasoline tank if the insurance does not cover the claim, and the planned future removal of the diesel tank. The funds would come from the Contingency Fund.

District Funds Requested/Required

☐ No Impact/Not Applicable

	Funding Source Confirmed:
	Other:
Altern	atives
The Bo	pard has the following alternatives:

- Take no action
 With direction, refer the topic back to staff for further consideration



DISTRICT BUSINESS Item 4

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief

Subject: Consider the Schedule to Set the Dates and Time for the Regular Board

Meetings for the 2025 Calendar Year

Background

The Board Policy Manual addresses the dates, time and location for regular board meetings. Article 7, Section 7.1 states:

"Regular meetings of the Fire District Board shall be held at the Arcata Fire Station, 631 Ninth Street, Arcata on the second Tuesday of each month at 5:30 p.m. unless by specific action of the Board, State Legislation or Governor's Executive Order."

California Government Code Sections 54950 et sec., (The Brown Act), and specifically Code Section 54854(a) defines Regular Meetings as "meetings occurring at the dates, times and location set by resolution, ordinance, or other formal action by the legislative body and are subject to 72-hour posting requirements.

California Government Code Section 54956 defines a Special Meeting as "meetings called by the presiding officer or majority of the legislative body to discuss **only discrete items** on the agenda under the Brown Act's notice requirements for special meetings and are subject to 24-hour posting requirements."

The requirement of the law is that Regular Meetings not be deviated from for regular business and that regular, non-urgent business, not be dealt with during a special meeting. As such, staff recommend the Directors consider the dates for the 2025 Regular Board Meetings presented in Attachment 1.

The 2025 meeting dates are being presented in advance of the New Year to allow the Directors and staff time to consider their personal schedules for next year as well as plan ahead for any dates they are aware they will not be present for any other reason. Dates can be changed prior to adoption of the schedule.

Following adoption of the resolution, Regular Meeting dates cannot be changed and replaced with Special Meetings.

Recommendation

No action is needed on this item for tonight's meeting. It will be returned to the agenda in December for adoption via Resolution. Please notify the Board Clerk **in advance of the December meeting** if there is the potential for corrections or changes, which will be included in the December staff note.

Dist	rict Funds Requested/Required
\boxtimes	No Impact/Not Applicable
	Funding Source Confirmed:
	Other:

Alternatives

The Board has the following alternatives:

- 1. Take no action
- 2. With direction, refer the topic back to staff for further consideration

Attachments

Attachment 1 – Proposed 2025 Regular Meeting Schedule

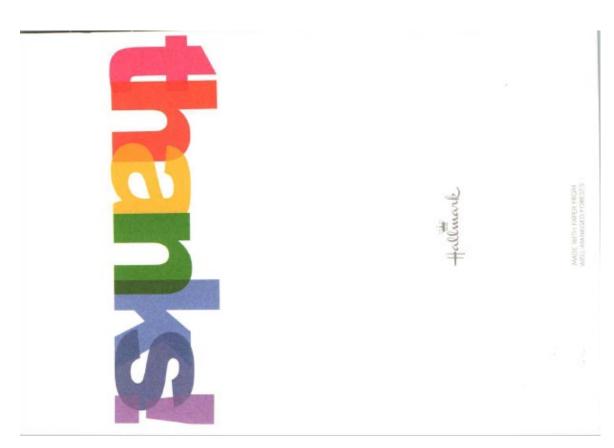
Proposed Arcata Fire District Board Meetings **2025** Calendar Year

Regular meetings of the Arcata Fire District Board shall be held at the Arcata Fire Station, 631 Ninth Street, Arcata on the second Tuesday of each month at 5:30 p.m.

The following are the projected dates for 2025 Regular Board Meetings:

January 14, 2025 February 11, 2025 March 11, 2025 April 8, 2025 May 13, 2025 June 10, 2025 July 8, 2025 August 12, 2025 September 9, 2025 October 14, 2025 November 11, 2025 December 9, 2025

Correspondence & Communications



Thank you for taking the time to review our a in regards to the false alarm fees we have recent amassed, and for wairing the fee. We have been earnestly working to resolve the problems we have had and are confident me have made the naces corrections to our alarm system resulting in a reliable system in good working order.

Thank you (and your team) for your dedicated



CORRESPONDENCE & COMMUNICATIONS Item 3

Date: November 12, 2024

To: Board of Directors, Arcata Fire District

From: Chris Emmons, Fire Chief Subject: Fire Chief's Monthly Report

Monthly Administrative Report

Fire Prevention Week Open House review.

Fire Prevention Proclamation presented at the Arcata City Council Meeting on Wednesday, October 3.

Arson Arrest for fires set in McKinleyville. Captains Rheinschmidt and Allen were on duty at the time and worked with the HCSO Deputies.

Fire Chief recorded two radio spots for KINS. Halloween Safety and Daylight Savings Time/Smoke Alarm information.

Assistant Chief Wayne Peabody started October 14, 2024. Hit the ground running, working on deferred issues such as communications infrastructure, training program/career paths with crews, policy and evaluation revision.

We have selected two candidates for the vacant Fire Engineer positions. They are currently in the background process now. Their anticipated start is the first of the year.

The convault tank at Mad River Station was condemned which also included the recent delivery of fuel which had become contaminated. We are working through our insurance carrier to see if the cost of the removal and disposal will be covered as it was considered an emergency removal to avoid spilling from the tank. To be determined by adjuster and carrier.

Standards of Cover update – We spoke with AP Triton. We have begun meetings with the City of Arcata and CPH to prepare for technical review. AP Triton intends to have draft of the study by December. Data gaps from response information slowed the process.

Notable Training:

Assistant Chief Ross McDonald is attending the Bay Cities Leadership Academy with other from local agencies.

Business Manager Hill attended the CSDA Board Clerk Conference and relayed that there was a plethora of valuable information for her.

Monthly Incident Activity

Notable Incidents

10/06/2024	Multiple Building Fire on Second Avenue in McKinleyville
10/11/2024	Pet Rescue, Cat stuck in Redwood tree for 2 Days. E8219 climbed the tree and brought the cat down safely. (Capt. Rheinschmidt/Capt. Allen)
10/12/2024	Multiple small vegetation fires near Timber Ridge in McKinleyville. A suspect was arrested.
10/14/2024	Childbirth in a vehicle. E8217 arrived just after the birth of a child.
10/24/2024	Transient Port-a-Potty fire on South G Street. No extension to building
10/28/2024	Oven fire in a multi-family residential building on Murray Road in McKinleyville.
10/29/2024	Pet Rescue, Cat stuck in a wall on Dows Prairie. E8219 provided access from the pet to be safely extricated from the wall (Capt. Rheinschmidt/Eng Sung)
10/29/2024	Excavator accident in Blue Lake. E8218 assisted Blue Lake Volunteers with extrication.

MUTUAL AID					
Aid Type	Aid Type Total				
Aid Given		2			
Aid Received		1			
	OVERLAPPING CALLS				
# OVERLAPPING	# OVERLAPPING % OVERLAPPING				
72	72		21.69%		
LIGHTS AND SIRE	N - AVERAGE RE	SPONSE TIME (C	ispatch to Arrival)		
Station Response Area	EN	/IS	FIRE		
Arcata	0:04	4:27	0:03:34		
Mad River	0:05:37		0:06:02		
McKinleyville	0:04:04		0:05:29		
AVERAGE FOR ALL CALLS 0:04:23					

	MONTHLY INC	IDENT COUNT	
	Fires		4.000/
Overpressure rupt		16	4.82%
	ture, explosion, overheat - no	0	0.00%
	ergency Medical Service	175	52.71%
	s Condition (No Fire)	7	2.11%
	Service Call	36	10.84%
	ood Intent Call	57	17.17%
	Alarm & False Call	33	9.94%
	r, Natural Disaster, & Other	0	0.00%
	Incomplete	8	2.41%
	TOTAL	332	100.00%
	INCIDENT CO	UNT BY ZONE	
McKinleyville Area 136 Incidents 42%			Glendale/West End Area 4 Incidents 1% Arcata Bottoms Area 1 Incidents 0%
	City of Arcata 146 Incidents 45%		Bayside Area 10 Incidents 3% Fickle Hill Area 2 Incidents 1%

Apparatus and Equipment Report

Apparatus/Vehicle Out of Service Time

E8239 Failed Pump Test- Out of Service 10/05. Has since been repaired and passed all required tests.

Reserve Engine H4848 had its annual service completed and found to have multiple deficiencies, Out of Service since 10/14.

Apparatus Major Repairs

Equipment

Received notice from AVFA that the Berg Foundation awarded \$54,000 grant through AVFA for hose. The hose had previously been built into the budget. The previously budgeted money will be used to replace other aged equipment.

Community Risk Reduction and Outreach

Notable events:

Fire Prevention Open House in McKinleyville. Attendance was roughly 200+ community members.

Received the Fire Prevention Proclamation from the Arcata City Council in support.

Public Outreach:

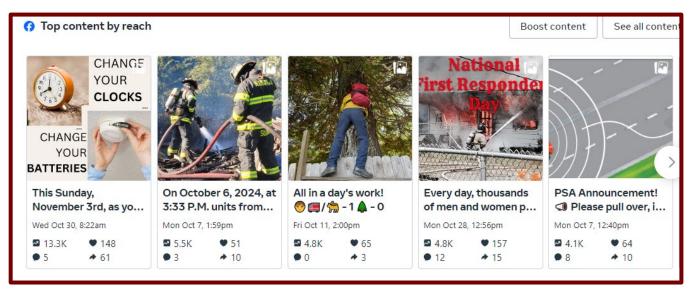
40 Smoke Alarms/CO Alarms given out at Open House-Grant Funded/Donated

Four dogs were adopted from the animal shelter because of the Open House.

Attended Pacific Union School Carnival with an Engine Company

McKinleyville station Pub Ed – Lil' Fisher's Learning Center on 10/9/24 for Fire Prevention Week

2 Feathers Community Block Party on 10/19/24 E8219 attended.





Fire Marshal's Monthly Report

Hours Worked- 68

Building Projects Count Agency Services Provided to/Type of Project

Referrals: 0 0 Plan Reviews: 7 0

Building Code: 3 0-City of Arcata, 0-Humboldt County, 0-Samoa, 1- BLFD

Inspections

Construction: 10 0

Special Events: 3 2- Public Fireworks displays, Arcata Fire Open House

State Mandated: 2 3- New Business License Inspections

Cannabis Fac: 0 None to report.

Code Enforcement

Haz. Abatement: 0

Code Enfmt.: 2 2- City of Arcata

Inspector Ref: 0

Meetings

Building Dept.: 1 1- City of Arcata

General Mtg.: 6 3- City of Arcata Build. Dept., 1- HCFCA, 2- Admin.

Public Ed.: 1 1- Fire extinguisher training

Other

Hydrant Flow: 2 2- Residential

Misc. Other: 3 2- Knox details, 1- Residential water tank Training: 1 1- Laurel Tree School Compliance training.

Fire Inspector's Monthly Report

Arcata Fire Protection District

McKinleyville, CA

This report was generated on 11/7/2024 9:27:37 AM



Count of Occupancies Inspected per Category Type and Subcategory per Inspection Type for Date Range Start Date: 10/01/2024 | End Date: 10/31/2024

,		
OCCUPANCY CATEGORY - SUBCATEGORY	COUNT	
Business (B)		
Civic Administration		
Station Fuel Tank Inspection	1	
Total Number of Inspections per Category:	1	
Educational (E)		
Building used by 6 or more Persons thru the 12th Grade		
Annual	10	
Total Number of Inspections per Category:	10	
Residential (R)		
Apartment Houses (R-2)		
Annual	40	
Reinspection (1st)	11	
Reinspection (2nd)	1	
Hotels/Motels (R-1)		
Annual	5	
Reinspection (1st)	1	
1da/Number of Inspections per Category:	58	