# MONTECITO FIRE PROTECTION DISTRICT

# Agenda for the Regular Meeting of the Board of Directors

May 24, 2021 at 2:00 p.m.

The Regular meeting will be held via teleconference connection as permitted under the Governor's Executive Order N-29-20, dated March 17, 2020 due to concerns of COVID-19 ("Executive Order").

Members of the public will be able to observe the Regular meeting and provide public comments via Zoom: <u>https://zoom.us/i/93599741309</u>, or by calling 1-669-900-6833, meeting ID: 935 9974 1309. Any member of the public who would like to provide public input on an item listed on the agenda may utilize the "Raise Hand" feature through the Zoom App or enter "\*9" if participating by telephone only. The host will be notified, and you will be recognized to speak on the agenda item in the order such requests are received by the District.

Agenda items may be taken out of the order shown.

- 1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)
- 2. Receive presentation from Jeff Small, Capitol PFG Municipal Advisor, regarding Pension Obligation Bond funding option and recommendations. (Strategic Plan Goal 9)
  - a. That the Board of Directors approve and authorize the Fire Chief to execute an agreement for legal services with Quint & Thimmig LLP to serve as the District's Bond Counsel for a Pension Obligation Bond.
  - b. That the Board of Directors approve and authorize the Fire Chief to execute an agreement for professional services with Hilltop Securities Inc. to serve as the District's Placement Agent for a Pension Obligation Bond.
  - c. That the Board of Directors approve Resolution 2021-04, Resolution Authorizing the Issuance and Sale of Bonds to Refund Certain Pension Obligation Bonds of the District, Approving the Form and Authorizing the Execution of a Trust Agreement, a Bond Purchase Agreement and a Supplemental Agreement and Authorizing Action Related Thereto.
  - d. That the Board of Directors approve a payment of \$7.7 million to CalPERS to pay down the Pension Unfunded Accrued Liability, of which \$2,835,000 will be transferred from the Land and Building Fund (3653) to the General Fund (3650).

Montecito Fire Protection District Agenda for Regular Meeting, May 24, 2021 Page 2

- 3. Report from the Finance Committee. (Strategic Plan Goal 9.1)
  - a. Receive budget development presentation and review the recommended Preliminary Budget for FY 2021-22.
  - b. Consider recommendation to approve March and April 2021 financial statements.
  - c. Review PARS Post-Employment Benefits Trust statements for February and March 2021.
- 4. Approval of Minutes of the April 12, 2021 Special Meeting.
- 5. Approval of Minutes of the April 26, 2021 Regular Meeting.
- 6. Fire Chief's report.
- 7. Board of Director's report.
- 8. Suggestions from Directors for items other than regular agenda items to be included for the June 28, 2021 Regular Board meeting.

### <u>Adjournment</u>

This agenda posted pursuant to the provisions of the Government Code commencing at Section 54950 and the Executive Order. The date of the posting is May 20, 2021.

KINT

Kevin Taylor, Fire Chief

# Agenda Item #2





### **STAFF REPORT**

То:	Montecito Fire Protection District Finance Committee	
From:	Kevin Taylor, Fire Chief 🕅	
Prepared by:	Araceli Nahas, Accountant 🕂	
Date:	May 24, 2021	
Topic:	Pension Obligation Bond Financing Option and Recommendations	

#### Summary

At the April 26, 2021 meeting, the Board directed staff to move forward with the issuance of a Pension Obligation Bond (POB) to address the existing unfunded accrued liabilities (UAL) held with CalPERS. Capitol PFG Municipal Advisor, Jeff Small, will present on a POB financing option, Bond Counsel and Placement Agent recommendations, and provide additional information regarding the timing for the \$7.7 million prepayment to CalPERS for the pension UAL.

### A. Bond Counsel

Prior to issuing a bond, the District must obtain Bond Counsel to comply with all the legal requirements during the authorization, issuance and financing proceedings relating to the bond. Our Municipal Advisor, Jeff Small, assisted with our selection of Brian Quint, Partner at Quint & Thimmig LLP. The agreement for legal services is attached and has been reviewed by legal counsel, Mark Manion.

**Conclusion:** Staff recommends that the Board of Directors approve and authorize the Fire Chief to execute an agreement for legal services with Quint & Thimmig LLP to serve as the District's Bond Counsel for a Pension Bond. Per Section 2, payment will be a flat fee of \$70,000 if the Bonds are issued as a Public Offering or \$50,000 if the Bonds are issued as a Direct Placement.

#### B. Placement Agent

Prior to issuing a bond, the District must obtain a Placement Agent to provide financing services during the authorization, issuance and financing proceedings relating to the bond. Our Municipal Advisor (MA), Jeff Small, assisted with our selection of Todd Smith and his team at Hilltop Securities Inc. The agreement for professional services is attached and has been reviewed by legal counsel, Mark Manion.

**Conclusion:** Staff recommends that the Board of Directors approve and authorize the Fire Chief to execute an agreement for professional services with Hilltop Securities Inc. to serve as the District's Placement Agent for a Pension Bond. Per Appendix A, payment will not exceed \$25,000 if the Bonds are issued as a Direct Placement.

#### **C.** Pension Obligation Bond Resolution

At the April 26, 2021 meeting the Board of Directors provided direction to move forward with the issuance of a POB to address the existing CalPERS UAL and provided the following guidance:

1. Obtain 95% funding status with CalPERS for the Safety and Miscellaneous Plans

- 2. Utilize existing reserves in the amount of \$7.7 million to serve as an upfront payment to reduce the CalPERS UAL
- 3. Total POB repayment amount and CalPERS residual UAL payments should target \$1.9 million or less annually

Mr. Small and the Hilltop Securities team researched financing options and will present on a direct placement POB with the Bank of the West. The terms of this loan are 1.75% fixed interest rate, 7 years, and a loan amount of approximately \$8,263,000. The proceeds from the POB will put the District at an estimated 95% funding status with CalPERS as of June 30, 2021 and incur interest savings of \$27.9 million from the current CalPERS payment schedule.

The Resolution, Trust Agreement, Bond Purchase Agreement and Supplemental Agreement have been prepared by Bond Counsel, Brian Quint and are attached for Board review.

**Conclusion:** Staff recommends that the Board of Directors approve Resolution 2021-04, Resolution Authorizing the Issuance and Sale of Bonds to Refund Certain Pension Obligation Bonds of the District, Approving the Form and Authorizing the Execution of a Trust Agreement, a Bond Purchase Agreement, and a Supplemental Agreement and Authorizing Action Related Thereto.

# D. CalPERS Pension UAL Pre-payment

At the April 26, 2021 meeting the Board of Directors provided direction to utilize existing reserves in the amount of \$7.7 million to serve as an upfront payment to reduce the CalPERS UAL.

The financial analysis performed by the POB team estimates additional UAL savings of \$100,000 if the payment is issued now, versus waiting until after July 1. Prior to making the \$7.7 million dollar payment, \$2,835,000 will need to be transferred from the Land and Building Fund (3653) to the General Fund (3650), and the remaining \$4,865,000 will come from residual funds to complete the full payment. The Land & Building Fund will still have reserve amounts on hand to cover the rental property rebuild, solar project, and anticipated pre-development, acquisition, and development costs for the Joint Fire Station.

**Conclusion:** Staff recommends that the Board of Directors approve a payment of \$7.7 million to CalPERS to pay down the Pension Unfunded Accrued Liability, of which \$2,835,000 will be transferred from the Land and Building Fund (3653) to the General Fund (3650).

# Conclusion

Staff recommends that the Board of Directors approve the recommendations as stated in section A, B, C and D or modify or reject the options.

# Attachments

- 1. Agreement for Legal Services Quint & Thimmig LLP
- 2. Placement Agent Agreement Hilltop Securities Inc.
- 3. Resolution 2021-04, Authorizing the Issuance and Sale of Bonds
- 4. Trust Agreement
- 5. Bond Purchase Agreement
- 6. Supplemental Agreement

# **Strategic Plan Reference**

Strategic Plan Goal #9, Ensure Financial Accountability & Transparency

# Attachment A

# **Agreement for Legal Services**



# MONTECITO FIRE PROTECTION DISTRICT Pension Obligation Bonds, Series 2021 (Federally Taxable)

THIS AGREEMENT FOR LEGAL SERVICES is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the MONTECITO FIRE PROTECTION DISTRICT (the "District") and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys");

# WITNESSETH:

WHEREAS, the District has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the District obligate the District to (i) make contributions to CalPERS to fund pension benefits for certain District employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the District desires to authorize the issuance of its Montecito Fire Protection District Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds"), pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the District with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be obligations of the District imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the District to make payments on the Bonds will constitute an indebtedness of the District, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Board of Directors of the District will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the District;

WHEREAS, the District has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Section 1. Duties of Attorneys.

(a) Attorneys shall provide legal services, as *bond counsel*, in connection with the authorization, issuance and consummation of the financing proceedings relating to the Bonds. Such services shall include the following:

(i) Consultation and cooperation with officials of the District, the District, District legal counsel, financing consultants and other consultants, staff and employees of the District, and assisting such consultants, staff and employees in the formulation of a coordinated financial and legal Bond issuance.

(ii) Attend all meetings of the District and any administrative meetings at which the Bonds are discussed or approved.

(iii) Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the District and the District; including preparation of the resolution authorizing the issuance of such Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Bonds, including creation of reserve funds, if any, and such other funds as may be advisable, and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the Bond holders; preparation of the resolution selling all or any part of the authorized Bond issue; preparation of all documents required for Bond delivery, including cumulative cash flow deficit certificates required by federal tax law, and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Bonds.

(iv) Upon completion of proceedings to the satisfaction of Attorneys, providing a legal opinion approving in all regards the legality of all proceedings for the authorization, issuance and delivery of Bonds, and stating that interest on the Bonds is exempt from State of California personal income taxation, which opinion shall inure to the benefit of the purchasers of the Bonds.

(v) Any and all legal consultation requested by the District concerning the Bonds at any time after delivery of the Bonds.

(vi) Such other and further services as are normally performed by bond counsel in connection with the issuance of the Bonds.

(vii) Attorneys will not be responsible for the preparation or content of the official statement prepared by the financial consultant other than to examine said official statement as concerns description of Bonds and matters within Attorneys' knowledge.

(b) If it is determined to sell the Bonds pursuant to a public offering, Attorneys shall provide legal services, as *disclosure counsel*, in connection with the preparation of the official statements to be used in connection with the offering and sale of the Bonds (the "Official Statements"), the continuing disclosure certificate and the bond purchase agreements between the District and the underwriter of the Bonds. Such services shall include the following:

(i) Prepare the Official Statements (both preliminary and final) in connection with the offering of the Bonds prepared by the District's municipal advisor.

(ii) Confer and consult with the officers and administrative staff of the District as to matters relating to the Official Statement.

(iii) Attend all meetings of the District and any administrative meetings at which the Official Statements are to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statements, or when specifically requested by the District to attend.

(iv) On behalf of the District, prepare the continuing disclosure certificate in a form which is acceptable to the District and the underwriter of the Bonds.

(v) On behalf of the District, prepare the bond purchase agreement between the District and the underwriter of the Bonds in a form acceptable to the District and the underwriter of the Bonds.

(vi) Subject to the completion of proceedings to the satisfaction of Attorneys, provide letters of Attorneys addressed to the District and the underwriter of the Bonds to the effect that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statements, in the course of Attorneys participation in the preparation of the Official Statements Attorneys have been in contact with representatives of the District and others concerning the contents of the Official Statements and related matters, and, based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the Official Statements (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the Official Statements or the date of the closing for the Bonds contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Services Not Provided*. Attorneys shall not be responsible for any continuing disclosure requirements under federal securities laws that may apply to the Bonds during the period following the closing of the Bonds.

Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any documentation related to, or for providing any, ongoing continuing disclosure or litigation services in respect of the Bonds without a separate agreement between the District and Attorneys. In addition, unless specifically retained to do so by a separate agreement between

Attorneys and the District, Attorneys shall not be responsible for auditing or otherwise reviewing or assuring compliance by the District with any past or existing continuing disclosure obligations of the District related to any debt obligations.

Section 2. <u>Compensation</u>.

(a) If the Bonds are sold in a public offering, Attorneys shall provide the services set forth in Sections 1(a) and 1(b) and shall be paid a legal fee of \$70,000.

(b) If the Bonds are sold in a private placement, Attorneys shall provide the services set forth in Section 1(a) and shall be paid a legal fee of \$50,000.

(c) Said legal fees shall be inclusive of all out of pocket expenses of Attorneys.

(d) *Payment of said fees and expenses shall be entirely contingent,* shall be due and payable upon the issuance of the Bonds and shall be payable solely from the proceeds of the Bonds.

Section 3. <u>Responsibilities of the District</u>. The District shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the District, or other deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds.

Section 4. <u>Non-Legal Services</u>. In performing their services as bond counsel pursuant to this Agreement for Legal Services, it is understood and acknowledged by the District that Attorneys will not be providing financial advisory, placement agent, investment banking or other similar services. It is expected that the District will engage other consultants to provide any such services with respect to the financing.

Section 5. <u>Termination of Agreement</u>. This Agreement for Legal Services shall terminate at the time of issuance of the Bonds but may be terminated at any earlier time by the District, with or without cause, following thirty (30) days written notice by the District to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the District, become its property and shall be delivered by Attorneys.

Section 6. <u>Amendment or Modification</u>. No amendment, modification, or other alteration of this Agreement for Legal Services shall be valid unless in writing and signed by both of the parties hereto.

Section 7. <u>Entire Agreement</u>. This Agreement for Legal Services contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement for Legal Services will be binding on the parties hereto.

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement for Legal Services as of the date first above written.

MONTECITO FIRE PROTECTION DISTRICT

By \_\_\_\_\_\_ Name \_\_\_\_\_\_ Title \_\_\_\_\_

QUINT & THIMMIG LLP

By Brian D. Quint

# Attachment B

#### PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement ("Agreement") is made and entered into by and between the Montecito Fire Protection District, California (the "Issuer") and Hilltop Securities Inc. ("HilltopSecurities").

#### WITNESSETH:

WHEREAS, the Issuer presently intends to issue indebtedness in an approximate amount of \$13,666,634.00 for the Series 2021 Pension Obligation Bonds (the "Financing") and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to obtain the professional services of HilltopSecurities to serve as the placement agent for the Financing; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the Financing.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

### SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the Financing and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

# SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid HilltopSecurities in full the placement agent fee and all reimbursable expenses.

# SECTION III COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the Financing during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Financing to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the purchaser(s).

# SECTION IV MISCELLANEOUS

1. <u>Choice of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2. <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement

shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.

4. <u>Electronic Signatures</u>. Each of the parties hereto agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent that if such party signs this Agreement using an electronic signature it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in usable format.

5. <u>No Fiduciary Duty</u>. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

HILLTOP SECURITIES INC. Bv:

Todd Smith Managing Director

# MONTECITO FIRE PROTECTION DISTRICT, CALIFORNIA

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:

Montecito Fire Protection District, California Series 2021 Pension Obligation Bonds Signature Page

# APPENDIX A

The fees due HilltopSecurities for the Financing will not exceed that listed below:

# **\$28,500.00 USD (Placement Agent Fee)**

To facilitate a smooth transaction, HilltopSecurities will be invoiced the California Debt and Investment Advisory Commission (CDIAC) bond financing fee of 2.5 basis points of the par amount of the Financing. The CDIAC fee will be paid from HilltopSecurities' placement agent fee.

The Issuer shall be responsible for the following expenses, if any:

Special Counsel fee and charges Bank Counsel fee and charges Trustee Municipal Advisor Printing and distribution costs of documents Cost of any required notices Third party reports or provider services

HilltopSecurities will be responsible for our own travel expenses and our own legal fees. Our fee is contingent on the successful completion of the Financing. <u>If the Financing fails to close, we will not be reimbursed for any expenses.</u>

# Attachment C

05/13/21 05/18/21 05/19/21 05/20/21

# MONTECITO FIRE PROTECTION DISTRICT

# **RESOLUTION NO. 2021-04**

# RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE DISTRICT, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, A BOND PURCHASE AGREEMENT AND A SUPPLEMENTAL AGREEMENT AND AUTHORIZING ACTIONS RELATED THERETO

RESOLVED, by the Board of Directors (the "Board") of the Montecito Fire Protection District (the "District"), Santa Barbara County, State of California, as follows:

WHEREAS, the District has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the District obligate the District to (i) make contributions to CalPERS to fund pension benefits for certain District employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, as of June 30, 2019, the District's projected total unfunded accrued actuarial liability to CalPERS for its Miscellaneous and Safety Plans as of June 30, 2021, was \$26,177,218;

WHEREAS, the District desires to authorize the issuance of its Montecito Fire Protection District (Santa Barbara County, California) Taxable Pension Obligation Bonds, Series 2021 (the "Bonds") pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the District with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the District to make payments on the Bonds will

constitute an indebtedness of the District, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Board will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the District; and

WHEREAS, pursuant to section 5852.1 of the California Government Code, certain information relating to the Bonds is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTECITO FIRE PROTECTION DISTRICT AS FOLLOWS:

SECTION 1. <u>Authorization</u>. Bonds, in the aggregate principal amount of not to exceed twenty-seven dollars (\$27,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution for the purpose of refunding all or a portion of the District's obligation to CalPERS evidenced by the CalPERS Contract and paying the costs of issuance of the Bonds.

SECTION 2. <u>Approval of Trust Agreement</u>. The Board hereby approves a trust agreement, by and between the District and U.S. Bank National Association, as trustee, prescribing the terms and provisions of the Bonds and the application of the proceeds of the Bonds in the form on file with the Secretary (the "Trust Agreement"). The President, the Fire Chief and the Secretary (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed to execute and deliver the Trust Agreement for and in the name and on behalf of the District in such form, together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the District's General Counsel, such approval to be conclusively evidenced by the execution and delivery of the Trust Agreement. The Board hereby authorizes the delivery and performance of the Trust Agreement.

SECTION 3. <u>Approval of Bond Purchase Agreement</u>. The Board hereby authorizes the sale of the Bonds to Bank of the West (the "Purchaser") so long as the true interest rate on the Bonds does not exceed 2.500% per annum. A bond purchase agreement, by and between the District and the Purchaser (the "Bond Purchase Agreement"), in the form on file with the Secretary, is hereby approved and any Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the District's General Counsel, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement.

SECTION 4. <u>Approval of Supplemental Agreement</u>. The Board hereby approves a supplemental agreement, by and between the District and the Purchaser in the form on file with

the Secretary (the "Supplemental Agreement"). Any Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement for and in the name and on behalf of the District in such form, together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the District's General Counsel, such approval to be conclusively evidenced by the execution and delivery of the Supplemental Agreement. The Board hereby authorizes the delivery and performance of the Supplemental Agreement.

SECTION 5. <u>Official Actions</u>. The Authorized Officers and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in the issuance, sale and delivery of the Bonds. Whenever in this Resolution any officer of the District is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions heretofore taken by any Authorized Officer or any office, employee or agent of the District with respect to the Bonds or in connection with or related to any of the agreements referred to herein are hereby approved, ratified and confirmed.

SECTION 6. <u>Effective Date</u>. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 7. <u>Certification</u>. The Secretary shall certify to the passage and adoption hereof.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors on this 24th day of May, 2021, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

APPROVED:

ATTESTED:

President

Secretary

# EXHIBIT A

# CALIFORNIA GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the District's municipal advisor which has been represented to have been provided in good faith:

(A) <u>True Interest Cost of the Bonds</u>: 1.75%

(B) Finance Charges (Costs of Issuance): \$145,000

(C) Net Proceeds to be Received for the Bonds (net of finance charges): \$8,118,240.00

(D) <u>Total Payment Amount through Maturity</u>: \$8,782,031.02

The foregoing estimates constitute good faith estimates only.

The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Bonds being different than the setimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates with respect to the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

05/13/21 05/18/21 05/20/21

# TRUST AGREEMENT

# Dated as of June 1, 2021

# by and between the

# MONTECITO FIRE PROTECTION DISTRICT

and

# U.S. BANK NATIONAL ASSOCIATION, as Trustee

\$\_\_\_\_\_ Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bonds, Series 2021 (Federally Taxable)

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## TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into and dated as of June 1, 2021 (the "Trust Agreement") by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee"), and the MONTECITO FIRE PROTECTION DISTRICT (the "District"), a duly organized, validly existing fire protection district under the laws of the State of California.

# WITNESSETH:

WHEREAS, the District is obligated by the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended (the "Retirement Law"), to make payments to the California Public Employees' Retirement System ("CalPERS") relating to pension benefits accruing to CalPERS members, including the District;

WHEREAS, the District is obligated specifically to make certain payments to CalPERS in respect of current and retired miscellaneous and safety employees under the pension programs of CalPERS that amortize such obligations over a fixed period of time, including normal costs (collectively, the "Pension Obligation");

WHEREAS, the Pension Obligation is evidenced by a contract or contracts with CalPERS with respect to public safety and miscellaneous employees of the District, as heretofore and hereafter amended from time to time (collectively, the "CalPERS Contract");

WHEREAS, the District is authorized pursuant to Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act") to issue bonds for the purpose of refunding any evidence of indebtedness of the District;

WHEREAS, for the purpose of refunding the District's obligations to CalPERS evidenced by the CalPERS Contract and thereby providing funds to CalPERS in payment of the Pension Obligation for its miscellaneous and safety employees, the District has determined to issue an initial series of Bonds hereunder, captioned the "Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bonds, Series 2021 (Federally Taxable)" in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), all pursuant to and secured by this Trust Agreement;

WHEREAS, to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the District has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the District, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the District payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the District does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

#### ARTICLE I

# **DEFINITIONS; EQUAL SECURITY**

**Section 1.01. Definitions**. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

*"Act"* means Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code.

*"Aggregate Principal Amount"* means, as of any date of calculation, the principal amount of the Bonds referred to.

"Authorized Representative" means the President of the Board, the Vice President of the Board and the Fire Chief and his or her respective designees designated in writing to the Trustee.

"Bond Fund" means the Bond Fund established in Section 3.01(a).

*"Bonds"* means the Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bonds, Series 2021 (Federally Taxable).

*"Business Day"* means any day other than a Saturday or Sunday or day upon which the Trustee is authorized by law to remain closed.

"*CalPERS*" means the California Public Employees' Retirement System.

*"CalPERS Contract"* means, collectively, the contracts relating to the Miscellaneous Plan and the Safety Plan, each between the District and CalPERS, as heretofore and hereafter amended from time to time.

"Certificate of the District" means an instrument in writing signed by any one of the Authorized Representatives of the District or such officer's designee, or by any other officer of the District duly authorized by the Board of Directors of the District in writing to the Trustee for that purpose. If and to the extent required by the provisions of Section 9.07, each Certificate of the District shall include the statements provided for in Section 9.07.

"*Closing Date*" means June 10, 2021, the date on which the Bonds are delivered to the Original Purchaser.

*"Corporate Trust Office"* means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the District, initially being in San Francisco, California. The Trustee may designate in writing to the District and the Owner such other office or agency from time to time for purposes of registration, transfer, exchange, payment or redemption of Bonds.

"*Costs of Issuance*" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the Bonds, including, but not limited to, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bonds, and any other cost, charge or fee in connection with the original execution and delivery of the Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund established in Section 2.12(b).

"Default Rate" means the rate of 4.750% per annum calculated based on a 365-day year and actual days elapsed.

"Defeasance Securities" means:

(a) Cash; and

(b) Obligations of or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:

- U.S. Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

"District" means the Montecito Fire Protection District, California.

*"Fiscal Year"* means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the District as its fiscal year in accordance with applicable law.

*"Independent Certified Public Accountant"* means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the District, and who, or each of whom:

(a) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the District;

(b) does not have a substantial financial interest, direct or indirect, in the operations of the District; and

(c) is not connected with the District as a member, officer or employee of the District, but who may be regularly retained to audit the accounting records of and make reports thereon to the District.

"*Interest Account*" means the account by that name established in Section 3.02.

"Interest Payment Date" means each February 1 and August 1, commencing February 1, 2022.

*"Opinion of Counsel"* means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

"*Outstanding*," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 6.02) all Bonds except

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the District pursuant hereto.

"Original Purchaser" means Bank of the West, the original purchaser of the Bonds.

*"Owner"* means the Original Purchaser and its successors and assigns, and any transferee thereof, subject to the provisions of Section 2.06 hereof.

*"Permitted Investments"* means any of the following to the extent permitted by the laws of the State:

(a) Defeasance Securities;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies approved by the Bond Insurer;

(d) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's Ratings Services and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's Ratings Services and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(f) Investments in a money market fund rated at the time of purchase "AAAm" or "AAAm-G" or better by Standard & Poor's Ratings Services, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(i) which are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Standard & Poor's Ratings Services or any successors thereto; or

(ii) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal obligations rated at the time of purchase "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by Standard & Poor's Ratings Services; and

(i) The Local Agency Investment Fund (as that term is defined in section 16429.1 of the California Government Code, as such section may be amended or re-codified from time to time).

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall have no duty in connection with the determination of fair market value other than to follow: (i) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (ii) the investment directions of the District. The Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system;

(b) As to certificates of deposit and bankers' acceptances, the face amount thereof; and

(c) As to any investment not specified above, the value thereof established by prior agreement among the District, the Trustee and, if applicable, the Bond Insurer.

"Principal Account" means the account by that name established in Section 3.02.

*"Person"* means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Amount" means as to any Bond, the principal amount thereof.

"Principal Payment Date" means each February 1, commencing February 1, 2022.

*"Record Date"* means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

"*Refunding Fund*" means the fund by that name established in Section 2.12(a).

*"Retirement Law"* means the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended.

"Serial Bonds" means Bonds for which no sinking fund payments are provided.

"State" means the State of California.

"Surplus Account" means the account by that name established in Section 3.02.

*"Supplemental Agreement"* means that certain Supplemental Agreement, dated as of June 1, 2021, by and between the District and the Original Bank, together with any duly authorized and executed amendments thereto.

*"Supplemental Trust Agreement"* means any trust agreement then in full force and effect which has been duly executed and delivered by the District and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

*"Term Bonds"* means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

*"Trust Agreement"* means this Trust Agreement, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

*"Trustee"* means U.S. Bank National Association, or any other association or corporation which may at any time be substituted in its place as provided in Section 5.01.

*"Written Request of the District"* means an instrument in writing signed by any one of the Authorized Representatives of the District or such officer's designee, or by any other officer of the District duly authorized by the Board of Directors of the District in writing to the Trustee for that purpose.

Section 1.02. Trust Agreement Constitutes Contract. In consideration of the acceptance of the Bonds by the Owners thereof, the Trust Agreement shall be deemed to be and shall constitute a contract among the District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to provide for the payment of the interest on, principal of, and redemption premium (if any) on, all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

#### ARTICLE II

#### ISSUANCE OF BONDS; TERMS OF THE BONDS; GENERAL BOND PROVISIONS

**Section 2.01. Authorization and Purpose of Bonds**. The District has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the District is now duly authorized, pursuant to each and every requirement of the Act, to issue the Bonds in the form and manner and for the purpose provided herein and that the Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The obligations of the District under the Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Neither the Bonds nor the obligation of the District to make payments on the Bonds constitute an indebtedness of the District, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

#### Section 2.02. Terms of the Bonds.

(a) The Bonds shall be issued as a single, fully registered bond, without coupons in the total principal amount thereof. The Bonds shall mature on February 1, 2028, and shall bear interest from the Closing Date at the rate of 1.750% per annum based on a 360-day year and actual days elapsed for calculating interest; *provided*, *however*, that so long as an Event of Default shall have occurred and is continuing, the interest rate may, at the option of the Owner, be increased to the Default Rate, as provided in a written notice to the Trustee and the District. The Bonds shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned CUSIP numbers by Standard & Poor's CUSIP Service Bureau.

(b) Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date. Principal of the Bonds shall be paid upon presentation and surrender thereof, at final maturity at the Corporate Trust Office. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

Notwithstanding anything herein to the contrary, the Bonds shall not be required to be surrendered for payment except at final payment at maturity hereof or earlier full redemption pursuant to the terms hereof.

(c) The Bonds shall be dated as of their date of delivery and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) the Bonds are authenticated on or before January 15, 2022, in which event they shall bear interest from their date of delivery; *provided, however*, that if, as of the date of authentication of the Bonds, interest thereon is in default, the Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) The Trustee shall pay principal or redemption price of and interest on the Bonds when due by wire transfer in immediately available funds to the Owner in accordance with wire transfer instructions filed by the Owner with the Trustee from time to time, payments of principal or redemption price on the Bonds shall be made without the requirement for presentation and surrender of the Bonds.

(e) Notwithstanding anything herein to the contrary, if any Interest Payment Date is not a Business Day, payments of principal and interest shall be due on the next succeeding Business Day with the same force and affect as if such payments were made on the Interest Payment Date.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Owner on such Record Date and shall be paid to the person in whose name the Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to the Owners not less than ten (10) days prior to such Special Record Date.

#### Section 2.03. Redemption of Bonds.

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium and together with the payment of any other amounts due to the Purchaser under the Supplemental Agreement.

(b) *Sinking Fund Redemption*. The Bonds are subject to mandatory redemption, in part by lot, from sinking account payments set forth in the following schedule on February 1, 2022, and on each February 1 thereafter to and including February 1, 2028, at a redemption price equal to the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption.

Principal
Amount to be
Redeemed

† Maturity

**Section 2.04. Selection of Bonds for Redemption**. Whenever provision is made in this Trust Agreement for the redemption of less than all of the Bonds or any given portion thereof, and unless otherwise specified by the District, the Trustee shall select the Bonds to be redeemed from all Bonds of or such given portion thereof not previously called for redemption, in inverse order of sinking fund redemption dates. The Trustee shall promptly notify the District in writing of the Bonds or portions thereof so selected for redemption.

#### Section 2.04. Notice of Redemption.

(a) Written notice of redemption shall be given by the District to the Trustee at least forty (40) days prior to the date of redemption (unless a shorter time shall be acceptable to the Trustee in the sole determination of the Trustee). Unless waived by the Owner, notice of any such redemption shall be given by the Trustee on behalf of the District at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Owner at the address shown on the Bond Registration Books.

All notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Corporate Trust Office.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) interest with respect to such Bonds or portions of Bonds shall cease to accrue and be payable. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same maturity in the amount of the unredeemed principal. All Bonds which have been redeemed shall be canceled and destroyed by the Trustee and shall not be reissued.

Notice of redemption is not required for sinking fund redemptions.

(b) Notice of redemption of Bonds shall be given by the Trustee, at the expense of the District, for and on behalf of the District.

(c) Notwithstanding the foregoing, in the case of any optional redemption of the Bonds under Section 3.01, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds to be redeemed on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem such Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Trust Agreement.

**Section 2.04. Form of Bonds**. The Bonds and the authentication endorsement and assignment to appear thereon shall be substantially in the form set forth in Exhibit A.

**Section 2.05. Execution of Bonds**. The President of the Board or the Vice President of the Board is hereby authorized and directed to execute each of the Bonds on behalf of the District, and the Secretary of the Board of the District is hereby authorized and directed to countersign

each of the Bonds on behalf of the District. The signatures of the President of the Board or the Vice President of the Board and the Secretary of the Board may be by printed or otherwise reproduced by facsimile reproduction. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Bonds.

Only those Bonds bearing thereon a certificate of authentication in the form provided for herein, executed manually or electronically transmitted and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

#### Section 2.06. Transfer of Bonds.

(a) The Bonds may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bonds shall be surrendered for registration of transfer, the District shall execute and the Trustee shall deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denominations. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.05. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the District. The Bonds may only be transferred in whole.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

(b) Ownership of the Bonds may be transferred in whole only, but only to a person or persons that the Owner reasonably believes is either:

(i) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended,

(ii) an accredited investor as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended,

(iii) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or accredited investors, or

(iv) an affiliate of the Original Purchaser,

in each case that executes and delivers to the Trustee a letter in substantially the form attached hereto as Exhibit B.

**Section 2.08. Exchange of Bonds**. Bonds may be exchanged at the Trust Office, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity.

The Trustee shall require the Owner requesting such exchange to pay any tax or other charge required to be paid with respect to such exchange.

**Section 2.09. Bond Registration Books**. The Trustee will keep at its Corporate Trust Office sufficient books for the registration and transfer of the Bonds which shall during normal business hours be open to inspection by the District, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds in such books as hereinabove provided.

Section 2.10. Mutilated, Destroyed, Stolen or Lost Bonds. If any Bond shall become mutilated the Trustee at the expense of the Owner shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a reasonable sum for each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the District and the Trustee in the premises. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the District nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.11. Procedure for the Issuance of Bonds; Application of Bond Proceeds. At any time after the sale of the Bonds in accordance with the Act, the District shall execute the Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Bonds shall be authenticated and delivered by the Trustee to the Original Purchaser upon the Certificate of the District. The proceeds of the purchase of the Bonds shall be applied to pay Costs of Issuance and the obligation of the District to CalPERS pursuant to the Retirement Law, as set forth in the Certificate of the District.

(a) The Trustee shall deposit \$\_\_\_\_\_\_ of the proceeds of the Bonds in the Refunding Fund. On the Closing Date for the Bonds, the Trustee shall transfer all amounts in the Refunding Fund to CalPERS as follows:

(i) With respect to the District's Miscellaneous Plan, wire \$\_\_\_\_\_\_\_ to Bank of America Sacramento Main 555 Capitol Mall, Suite 1555 Sacramento, CA 95814 ABA#0260-0959-3 For credit to State of CA, CalPERS Account # 01482-80005 Employer Name: Montecito Fire Protection District CalPERS ID: \_\_\_\_\_\_ Member Group or Plan: Miscellaneous Plan Rate Plan ID: \_\_\_\_\_ (ii) With respect to the District's Safety Plan, wire \$\_\_\_\_\_\_\_ to Bank of America Sacramento Main 555 Capitol Mall, Suite 1555 Sacramento, CA 95814 ABA#0260-0959-3 For credit to State of CA, CalPERS Account # 01482-80005 Employer Name: Montecito Fire Protection District CalPERS ID: \_\_\_\_\_\_ Member Group or Plan: Safety First Tier Plan Rate Plan ID: \_\_\_\_\_

(b) The Trustee shall deposit \$\_\_\_\_\_\_ of the proceeds of the Bonds in the Costs of Issuance Fund, which fund the District hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the Costs of Issuance of the Bonds upon receipt of a Written Request of the District filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the District shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

On the date which is three months following the Closing Date for the Bonds or upon the earlier Written Request of the District, any remaining balance in the Costs of Issuance Fund shall be transferred to the Interest Account.

**Section 2.12. Validity of Bonds**. The recital contained in the Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

#### ARTICLE III

#### SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS

# Section 3.01. Assignment and Pledge for the Bonds; Bond Fund; Deposits to Bond Fund.

(a) There is hereby created a special trust fund designated as the "Bond Fund" that shall be held and administered by the Trustee as provided in this Trust Agreement. The Bonds shall be payable by the District from any source of legally available funds. The District hereby irrevocably assigns and pledges to the Trustee, in trust for the security of the Owners on the terms hereof, all the District's rights, title and interest in and to all money and securities for deposit in, or deposited in, the Bond Fund and any investment earnings thereon, and any collateral security for, and all proceeds of, any of the foregoing.

(b) The Trustee shall hold all the rights, title and interest received under this Section 3.01 and all money and securities (exclusive of money to which the Trustee is entitled in its own right as fees, indemnity, reimbursement or otherwise) received from the District or derived from the exercise of the District's powers hereunder in trust for the security of the Owners in accordance with the provisions hereof. The District shall from time to time execute, deliver, file and record such instruments as the Trustee may reasonably require to confirm, perfect or maintain the security created hereby and the assignment and pledge hereby of the rights, title and interest assigned and pledged by the District to the Trustee hereunder.

(c) The District shall promptly deposit or cause to be deposited with the Trustee for deposit in the Bond Fund (i) on or before July 25 of each Fiscal Year (or such other date as provided in a Supplemental Trust Agreement) the amount which, together with moneys transferred pursuant to Section 3.02(c) hereof, is sufficient to pay the principal and interest coming due on the February 1 Interest Payment Date; and (ii) on or before January 25 of each Fiscal Year (or such other date as provided in a Supplemental Trust Agreement) the amount which is sufficient to pay the interest coming due on the February 1 Interest Payment Date; and (ii) on or before January 25 of each Fiscal Year (or such other date as provided in a Supplemental Trust Agreement) the amount which is sufficient to pay the interest coming due on the February Interest Payment Date.

Section 3.02. Allocation of Moneys in Bond Fund. On or before each Interest Payment Date or date fixed for redemption of Bonds, the Trustee shall transfer from the Bond Fund, in immediately available funds, for deposit into the following respective accounts (each of which is hereby created and which the Trustee shall maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of funds sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any account subsequent in priority:

(a) *Interest Account*. On each Interest Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) *Principal Account*. On or before each Principal Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such Principal Payment Date into the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such Principal Payment Date.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 3.02.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such Principal Payment Date plus the aggregate amount of all sinking fund payments required to be made on such Principal Payment Date for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each series and maturity, designated as the "Sinking Account" (the "Sinking Account"), inserting therein the series and maturity (if more than one such account is established for such series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article II; provided that, at any time prior to giving such notice of such redemption, the Trustee may upon the Written Request of the District, apply moneys in such Sinking Account to the purchase for cancellation of Term Bonds of such series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the District, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such Mandatory Sinking Account Payment. If, during the twelve-month period immediately preceding such mandatory sinking account payment date, the Trustee has purchased Term Bonds of such series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, as applicable, to reduce such mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, as applicable, as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

(c) *Surplus Account*. On the Business Day following each February 1 Interest Payment Date, or on such other date as provided in a Supplemental Trust Agreement, any moneys remaining in the Bond Fund shall be deposited by the Trustee in the Surplus Account. So long as no event of default has occurred and is continuing, moneys deposited in the Surplus Account shall be transferred by the Trustee to or upon the order of the District, as specified in a Written Request of the District.

Section 3.03. Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the District. If no Written Request of the District is received, the Trustee shall hold such funds uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. All interest, profits and other income received from any money so invested shall be deposited in the Bond Fund. The Trustee shall have no liability or responsibility for any loss resulting from any investment made or sold in accordance with the provisions of this Article III, except for any loss due to the negligence or willful misconduct of the Trustee. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charge therefor.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District agrees it will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

#### ARTICLE IV

#### COVENANTS OF THE DISTRICT

**Section 4.01. Punctual Payment and Performance**. The District will punctually pay the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the District contained herein and in the Bonds.

**Section 4.02. Extension of Payment of Bonds**. The District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Trust Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 4.02 shall be deemed to limit the right of the District to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 4.03. Additional Debt. The District expressly reserves the right to enter into one or more other agreements or indentures for any of its purposes and reserves the right to issue other obligations for such purposes.

**Section 4.04. Power to Issue Bonds**. The District is duly authorized pursuant to law to issue the Bonds and to enter into this Trust Agreement. The Bonds and the provisions of this Trust Agreement are the legal, valid and binding obligations of the District in accordance with their terms. The Bonds shall constitute obligations imposed by law.

**Section 4.05. Accounting Records and Reports.** The District will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of moneys on deposit in the funds and accounts established hereunder.

**Section 4.06. Prosecution and Defense of Suits**. The District will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent involving the failure of the District to fulfill its obligations hereunder; provided that the Trustee or any affected Owner at its election may appear in and defend any such suit, action or proceeding. The District, to the extent permitted by law, will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the District, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

**Section 4.07. Further Assurances**. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the District will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests,

powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

**Section 4.08. Waiver of Laws**. The District shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the District to the extent permitted by law.

#### ARTICLE V

#### THE TRUSTEE

**Section 5.01. The Trustee**. U.S. Bank National Association, shall serve as the Trustee for the Bonds for the purpose of receiving all money which the District is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Corporate Trust Office of the Trustee with the rights and obligations provided herein. The District agrees that it will at all times maintain a Trustee having a corporate trust office in the State.

The District may at any time, unless there exists any event of default as defined in Section 7.01, with 30 days prior notice remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be a bank, trust company or national banking association doing business and having a corporate trust office in Santa Barbara or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the District and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the District and shall destroy such Bonds and a certificate of destruction shall be delivered to the District. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing or waiver of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured or waived), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

**Section 5.02. Liability of Trustee**. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the District, and the Trustee assumes no responsibility for the correctness of the same or makes any

representation as to the sufficiency or validity hereof or of the Bonds, or shall incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in Aggregate Principal Amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Trust Agreement unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Owners for the payment of interest on, principal of or redemption premium, if any, with respect to the Bonds from its own funds; but rather the Trustee's obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver appointed by it in accordance with the standards specified above. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney or certified public accountant was selected by the Trustee with due care.

Whether or not therein expressly so provided, every provision of this Trust Agreement, or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article V.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the District), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the District, which certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof by receipt of written notice thereof at its Corporate Trust Office.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 5.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 5.03. Compensation and Indemnification of Trustee**. The District covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the District will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or willful misconduct, including the negligence or willful misconduct of any of its officers, directors, agents or employees.

The District, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense including legal fees and expenses incurred without negligence, willful misconduct or bad faith on the part of the Trustee, (i) arising out of or in connection with the acceptance or administration of the trusts created hereby or the exercise or performance of any of its powers or duties hereunder, and (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the District under this Section 5.03 shall survive the discharge of the Bonds and this Trust Agreement and the resignation or removal of the Trustee.

#### ARTICLE VI

#### AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT

#### Section 6.01. Amendment of the Trust Agreement.

(a) This Trust Agreement and the rights and obligations of the District and of the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in Aggregate Principal Amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 6.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, or extend the time of payment on any Bond without the express written consent of the Owner of such Bond, or (2) reduce the percentage of Bonds required for the written consent to any such amendment.

(b) This Trust Agreement and the rights and obligations of the District and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of, or notice to, any of the Owners for any one or more of the following purposes:

(i) to add to the agreements and covenants required herein to be performed by the District other agreements and covenants thereafter to be performed by the District, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power reserved herein to or conferred herein on the District;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein and in any Supplemental Trust Agreement or in regard to questions arising hereunder which the District may deem desirable or necessary and not inconsistent herewith;

(iii) to modify, amend or add to the provisions herein or in any Supplemental Trust Agreement to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by such statute or similar statute; or

(iv) to modify, amend or supplement this Trust Agreement and any Supplemental Trust Agreement in any manner that does not materially adversely affect the interest of Owners of Bonds.

**Section 6.02. Disqualified Bonds**. Bonds owned or held by or for the account of the District shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the District shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section 6.02 and the Trustee may conclusively rely on such certificate.

**Section 6.03. Endorsement or Replacement of Bonds After Amendment**. After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds may bear a notation by endorsement in form approved by the District as to such action, and in that case upon demand of the Owner of any Outstanding Bonds and presentation of his

Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the District shall so determine, new Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Owner for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

**Section 6.04. Amendment by Mutual Consent**. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

**Section 6.05. Attorney's Opinion Regarding Supplemental Agreements**. The Trustee shall be provided an Opinion of Counsel that any amendments or supplements to the Trust Agreement comply with the provisions of this Article VI and the Trustee may conclusively rely upon such opinion.

#### ARTICLE VII

#### **EVENTS OF DEFAULT AND REMEDIES OF HOLDERS**

**Section 7.01. Events of Default**. If one or more of the following events (herein called "events of default") shall happen, that is to say:

(a) if default shall be made by the District in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made by the District in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the District in the performance of any of the agreements or covenants required herein to be performed by the District, and such default shall have continued for a period of 60 days after the District shall have been given notice in writing of such default by the Trustee or the Owners of not less than 25% in Aggregate Principal Amount of the Bonds at the time Outstanding, specifying such default and requiring the same to be remedied, provided, however, if the default stated in the notice can be corrected, but not within the applicable period, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected;

(d) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(e) the occurrence of an event of default under the Supplemental Agreement.

**Section 7.02. Remedies Upon an Event of Default**. Upon the occurrence and continuance of any event of default, the Trustee may, and upon the written request of Owners of not less than 51% of the Aggregate Principal Amount of Bonds then Outstanding, and upon being indemnified to its satisfaction, shall:

(a) by mandamus, suit, action or proceeding, compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Trust Agreement and the Bonds, and may require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it by this Trust Agreement and by the Retirement Law.

(b) bring suit upon the defaulted Bonds.

(c) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights.

(d) by suit, action or proceeding in any court of competent jurisdiction, require the District and its members and employees to account as if it and they were the trustees of an express trust.

(e) upon the occurrence and during the continuation of any Event of Default hereunder, pursuant to Section 2.02(a) hereof, the interest rate on the Bonds, at the option of the Owner, may be increased to the Default Rate.

(e) to the extent permitted by, and subject to the mandatory requirements of, applicable law, each and every right, power and remedy specifically given to the Purchaser in the Supplemental Agreement and given to the Original Purchaser as "Owner" of the Bonds in this Trust Agreement shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or given in this Trust Agreement or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Original Purchaser, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

**Section 7.03. Application of Revenues and Other Funds After Default**. If an event of default shall occur and be continuing, all amounts then held or thereafter received by the Trustee under any of the provisions of this Trust Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees and expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of the reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Trust Agreement;

(b) To the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Trust Agreement, as follows:

*First*: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

*Second*: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

**Section 7.04. Non-Waiver**. Nothing in this Article VII or in any other provision hereof or in the Bonds shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the

Bonds to the respective Owners of the Bonds at the respective dates of maturity or upon prior redemption as provided herein, or shall affect or impair the right of such Owners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds. A waiver of any default or breach of duty or contract by the Trustee or any Owner shall not affect any subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Owner to exercise any right or remedy accruing upon any default or breach of duty or contract. No delay or observed to be a waiver of any such default or breach of duty or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Owners by the Act or by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the District, the Trustee and any Owner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

**Section 7.06. Remedies Not Exclusive**. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 7.07. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01 hereunder; (b) the Owners of at least a majority in Aggregate Principal Amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

**Section 7.08. Absolute Obligation of District**. Nothing in this Section 7.08 or in any other provision of this Trust Agreement or in the Bonds contained shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of, premium, if any and interest on the Bonds to the respective Owners of the Bonds at their respective due dates as herein provided.

#### ARTICLE VIII

#### DEFEASANCE

#### Section 8.01. Discharge of Bonds.

(a) If the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and shall pay or provide for the payment of all fees and expenses of the Trustee, then all agreements, covenants and other obligations of the District to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the District all money or securities held by it pursuant hereto which are not required for the payment of the interest on, principal of, and redemption premium (if any) on, such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the District shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities which are not subject to redemption prior to maturity (including any such Defeasance Securities issued or held in book-entry form on the books of the District or the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the District shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

**Section 8.02. Unclaimed Money**. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the District as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Bonds.

#### ARTICLE IX

#### MISCELLANEOUS

Section 9.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District, the Trustee and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the District or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 9.02. Successor Is Deemed Included in All References to Predecessor. Whenever herein either the District or any member, officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Trustee, or any member, officer or employee thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee.

Any declaration, request, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Trustee or the District in good faith and in accordance therewith.

**Section 9.04. Waiver of Personal Liability**. No member, officer or employee of the District shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

**Section 9.05. Acquisition of Bonds by District**. All Bonds acquired by the District, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

**Section 9.06. Destruction of Cancelled Bonds**. Whenever provision is made for the return to the District of any Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such Bonds and furnish to the District a certificate of such destruction.

**Section 9.07. Content of Certificates**. Every Certificate of the District with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the

statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the District may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the District, upon a representation by an officer or officers of the District unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 9.08. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

**Section 9.09. Notices**. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District:	Montecito Fire Protection District 595 San Ysidro Road Santa Barbara, CA 93108 Attention: Fire Chief
If to the Trustee:	U.S. Bank National Association One California Street, Suite 1000 San Francisco, CA 94111 Attention: Global Corporate Trust
If to the Original Purchaser:	Bank of the West 300 South Grand Avenue, Suite 50 Los Angeles, CA 90071 Attention: Ms. Christine Armani-Dawood

**Section 9.10. Article and Section Headings and References**. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.11. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The District and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 9.12. Execution in Several Counterparts**. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the District and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

**Section 9.13. Governing Law**. This Trust Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 9.14. Supplemental Agreement to Control**. To the extent any provision of this Trust Agreement conflicts with a similar provision in the Supplemental Agreement, the Supplemental Agreement shall control.

IN WITNESS WHEREOF, the MONTECITO FIRE PROTECTION DISTRICT has caused this Trust Agreement to be signed in its name by the Authorized Representative and U.S. BANK NATIONAL ASSOCIATION, in acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by the officer thereunder duly authorized, all as of the day and year first above written.

#### MONTECITO FIRE PROTECTION DISTRICT

By:\_\_\_\_\_

President

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_Authorized Officer

# EXHIBIT A

## FORM OF BOND

# THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 2.06 OF THE TRUST AGREEMENT DESCRIBED HEREIN.

#### United States of America State of California County of Santa Barbara

#### MONTECITO FIRE PROTECTION DISTRICT PENSION OBLIGATION BOND, SERIES 2021 (Federally Taxable)

Interest Rate	Maturity Date	Original Issue Date
1.750%*	February 1, 2028	June 10, 2021

REGISTERED OWNER: BANK OF THE WEST

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS (\$\_\_\_\_)

The MONTECITO FIRE PROTECTION DISTRICT, a municipal corporation and general law District duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "District"), for value received hereby, promises to pay to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated as of an Interest Payment Date or following the close of business on the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") to such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable semiannually on each February 1 and August 1, commencing February 1, 2022 (each an "Interest Payment Date"). Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed on the Interest Payment Date by first-class mail to the registered owner hereof. The principal hereof is payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the District designated as its "Pension Obligation Bonds, Series 2021 (Federally Taxable)" (the "Bonds") in aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for variations relating to

<sup>\*</sup> If the Default Rate (as such term is defined in the Trust Agreement) is in effect, interest will be computed by applying such alternate rate.

numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Act") and under and pursuant to the provisions of a trust agreement, dated as of June 1, 2021 (the "Trust Agreement"), between the District and U.S. Bank National Association, as trustee (the "Trustee") (copies of which are on file at the Corporate Trust Office of the Trustee).

The Bonds are payable from all legally available funds. Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the District and the registered owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds shall be subject to redemption prior to their maturity date, at the option of the District, in whole or in part on any date at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium, together with payment of any other amounts due and payable to the Owner under the Supplemental Agreement. In the event of an optional redemption of the Bonds, the District shall provide the Trustee with a revised sinking fund schedule giving effect to the redemption so completed.

The Bonds are subject to mandatory sinking fund redemption on the dates and in the amounts specified below, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows:

Mandatory Sinking Fund Redemption Date (February 1)	Principal Amount to be Redeemed
2022 2023	
2024	
2025 2026	
2027 2028†	

† Maturity

THE OBLIGATIONS OF THE MONTECITO FIRE PROTECTION DISTRICT HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF INTEREST AND PRINCIPAL WHEN DUE, ARE OBLIGATIONS OF THE MONTECITO FIRE IMPOSED LAW ABSOLUTE PROTECTION DISTRICT BY AND ARE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTER CLAIM. NEITHER THE BONDS NOR THE OBLIGATION OF THE MONTECITO FIRE PROTECTION DISTRICT TO MAKE PAYMENTS ON THE BONDS CONSTITUTE AN INDEBTEDNESS OF THE MONTECITO FIRE PROTECTION DISTRICT, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This Bond is transferable only on a register to be kept for that purpose at the abovementioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond oBond will be issued to the transferee in exchange therefor. The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the District nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Montecito Fire Protection District has caused this Bond to be executed in its name and on its behalf by the signature of the President of the Board of Directors and to be countersigned by the signature of the Secretary of the of the Board of Directors and has caused this Bond to be dated as of the original issue date specified above.

> MONTECITO FIRE PROTECTION DISTRICT

By: \_\_\_\_\_ President of the Board of Directors

Countersigned

Secretary of the Board of Directors

# FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Trust Agreement which has been authenticated on June 10, 2021.

> U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_\_Authorized Officer

# FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

guarantor institution meeting the requirements of correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever. "signature guarantee program" as may be determined in substitution for STAMP, all in accordance with the face of the within bond in every particular without alteration or enlargement or any change whatsoever. Securities Exchange Act of 1934, as amended.

Notice: Signature(s) must be guaranteed by a qualified Notice: The signature on this assignment must

### EXHIBIT B

## FORM OF PURCHASER'S LETTER

Montecito Fire Protection District 595 San Ysidro Road Santa Barbara, CA 93108

# Re: Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bonds, Series 2021 (Federally Taxable)

Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the purchaser of the above-referenced bonds (the "Bonds") does hereby certify, represent and warrant for the benefit of the Montecito Fire Protection District (the "District") and U.S. Bank National Association, as trustee (the "Trustee") that:

(a) The Purchaser (MARK OR INDICATE APPROPRIATELY):

[\_\_\_] is a qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"),

[\_\_\_] is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or

[\_\_\_] is a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors.

(b) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(c) The Purchaser is not now and has never been controlled by, or under common control with, the District. The District has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the District or with any affiliate in connection with the Bonds, other than as disclosed to the District.

(d) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certificates, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(e) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(f) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.05 of the Trust Agreement, dated as of June 1, 2021, by and between the District and the Trustee (the "Trust Agreement"), including in certain circumstances the requirement for the delivery to the District and the Trustee of a letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.06 of the Trust Agreement shall cause the purported transfer to be null and void.

(h) Neither the Trustee nor Bond Counsel, or any of their employees, counsel or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the District or its financial condition, the provision for payment of the Bonds, or the sufficiency of any security therefor. The Purchaser acknowledges that, as between the Purchaser and all of such parties, the Purchaser has assumed responsibility for obtaining such information and making such review as the Purchaser deemed necessary or desirable in connection with its decision to purchase the Bonds.

(i) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the District has not undertaken to provide any continuing disclosure with respect to the Bonds, except as otherwise provided in the Trust Agreement.

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Trust Agreement.

[PURCHASER]

By		
Name		
Title		

05/13/21 05/18/21 05/20/21

# \$\_\_\_\_\_\_ MONTECITO FIRE PROTECTION DISTRICT (Santa Barbara County, California) Pension Obligation Bonds, Series 2021 (Federally Taxable)

# BOND PURCHASE AGREEMENT

May 25, 2021

Montecito Fire Protection District 595 San Ysidro Road Santa Barbara, CA 93108 Attention: Fire Chief

Ladies and Gentlemen:

The undersigned, Bank of the West, acting solely as lender and not as broker, dealer, municipal securities underwriter, municipal advisor, or fiduciary (the "Purchaser"), hereby offers to enter into this Bond Purchase Agreement (this "Agreement"), which, together with a Supplemental Agreement, dated as of June 1, 2021 (the "Supplemental Agreement"), by and between the Montecito Fire Protection District (the "District") and the Purchaser, for the Purchaser's purposes, constitutes an offer to extend credit to the District on the following terms and conditions, which upon acceptance of this offer by the District, will be binding upon the District and the Purchaser. This offer is made subject to its acceptance by the District by execution and delivery of this Agreement to the Purchaser by 11:59 p.m., Pacific Daylight Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice to the District at any time prior to acceptance hereof by the District. This Agreement is provided to the District pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*.

Section 1. Purchase and Sale of Bonds.

(a) Subject to the conditions, and upon the basis of the representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to extend credit to the District by purchasing from the District, and the District hereby agrees to sell to the Purchaser, all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of Montecito Fire Protection District (Santa Barbara County, California), Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds"), at a price of \$\_\_\_\_\_ (which price is equal to the aggregate principal amount of the Bonds).

(b) The District acknowledges and agrees that (i) the transaction contemplated by this Agreement is an arm's-length commercial transaction between the District and the Purchaser,

(ii) the District will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) the Purchaser is acting solely for its own loan account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the District or any other person or entity (including to any financial advisor or placement agent engaged by the District) and the District, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) neither the Purchaser nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations the Purchaser has to the District with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (vii)the Purchaser is not recommending that the District take an action with respect to the transactions contemplated by this Agreement and before taking any action with respect to the contemplated transactions the District has discussed the information contained herein and consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (viii). If District would like a municipal advisor in this transaction that has legal fiduciary duties to it, the District is free to engage a municipal advisor to serve in that capacity.

(c) The District has represented to the Purchaser that (i) the Bonds are authorized pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Refunding Law"), a Trust Agreement, dated as of June 1, 2021 (the "Trust Agreement"), by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and Resolution adopted by the Board of Directors of the District (the "Board of Directors") on May 24, 2021 (the "Resolution"), (ii) the Bonds are being issued to provide funds to (a) refund certain outstanding indebtedness of the District, specifically the District's obligation to make certain payments to the California Public Employees' Retirement System ("CalPERS"), and (b) pay the costs of issuing the Bonds. The issuance of the Bonds and execution of the Trust Agreement, the Supplemental Agreement and this Agreement was approved by the Resolution.

(d) The Bonds shall be dated as their date of delivery and shall mature on the date, bear interest at the rate per annum payable on the dates and be subject to redemption as set forth in Exhibit A hereof. The District agrees to comply with the financial conditions required by the Purchaser as set forth in the Supplemental Agreement (including Exhibit A to the Supplemental Agreement).

(e) As provided in the Trust Agreement, the obligations of the District with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, are obligations of the District imposed by law and are absolute and unconditional, without any right of set-off or counterclaim.

(f) As provided in the Trust Agreement, the Bonds do not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation. Neither the Bonds nor the obligations of the District to make payments on the Bonds constitute an indebtedness of the District, the State or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction.

(g) The Board of Directors shall be obligated to make annual or more frequent appropriations to pay the Bonds from any source of legally available funds of the District. The

Board of Directors shall be obligated in each fiscal year of the District to appropriate all amounts from such funds as may be required to pay the aggregate amount of the principal of and the interest on the Bonds coming due and payable in such fiscal year.

(h) All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

Section 2. Private Placement; Bonds Constitute Investment of Purchaser.

(a) *Purchaser Letter*. At the Closing (as hereinafter defined), the Purchaser shall deliver to the District an executed Letter in substantially the form attached hereto as Exhibit B.

(b) *Authority*. The Purchaser has authority to purchase the Bonds and to execute this Agreement and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein by execution of this Agreement on behalf of the Purchaser.

(c) *Transfer*. Notwithstanding Section 2.06 of the Trust Agreement, the District agrees that the Bonds may be transferred by the Purchaser in whole only and to (a) an affiliate of the Purchaser or (b) one or more banks, insurance companies or other financial institutions or their affiliates.

Section 3. <u>Closing</u>. At 8:00 A.M., Pacific Daylight time, June 10, 2021, or at such other time on such earlier or later date as shall have been mutually agreed upon by the District and the Purchaser (the "Closing Date"), the District will deliver or cause to be delivered to the Purchaser the Bonds duly executed by the District, together with the other documents hereinafter mentioned, and the Purchaser will accept such delivery and pay the purchase price of such Bonds as set forth in Section 1 hereof. The consummation of the purchase and delivery of the Bonds as aforesaid shall be made at the offices of Quint & Thimmig LLP, Larkspur, California, or at such other place as shall be agreed upon by the District and the Purchaser. Such purchase and delivery is herein called the "Closing" and the date and time of the Closing is herein called the "Closing Date."

The Bonds shall be executed and delivered under and in accordance with the provisions of this Agreement, the Trust Agreement and the Supplemental Agreement. The Bonds shall be in definitive form, shall be delivered as one fully-registered bond, registered in the name of the Purchaser.

#### Section 4. Representations and Warranties.

(a) The Purchaser hereby represents that it has full power and authority to enter into this Agreement, that the execution, delivery and performance of this Agreement and the purchase of the Bonds contemplated herein have been duly authorized by the Purchaser, and that this Agreement, upon due authorization, execution and delivery by the District, will be a valid and binding obligation of the Purchaser.

(b) The District, by its acceptance hereof, represents, warrants, covenants and agrees with the Purchaser as follows:

(i) The District is a fire protection district organized and existing under the constitution and laws of the State of California and the Board of Directors, by adoption

of the Resolution, has duly approved the execution and delivery of the Trust Agreement, the Supplemental Agreement and this Agreement and the issuance, execution, sale and delivery of the Bonds, and the District has full right, power and authority to execute, deliver and perform its obligations under the Trust Agreement, the Supplemental Agreement this Agreement and the Bonds and to carry out and consummate the transactions contemplated by the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement.

(ii) The District has, on or before the date hereof, duly adopted the Resolution and taken all action necessary to be taken by it prior to such date for (A) the issuance, sale and delivery of the Bonds upon the terms and conditions and for the purposes described herein, in the Trust Agreement, in the Supplemental Agreement and the Resolution, (B) the execution and delivery of the Trust Agreement, the Supplemental Agreement and this Agreement and performance of its obligations thereunder and hereunder, and (C) the carrying out of, giving effect to, consummating and performing the transactions and obligations contemplated to be performed by it by the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement, provided that no representation is made with respect to compliance with the securities or "Blue Sky" laws of the various states of the United States, and such resolution has not been amended, modified or repealed and is in full force and effect on the date hereof.

(iii) The execution and delivery by the District of the Trust Agreement, the Supplemental Agreement and this Agreement, the issuance, execution, sale and delivery of the Bonds, the compliance by it with the terms, conditions or provisions thereof, and the consummation on its part of the transactions herein and therein contemplated do not and will not, in any respect material for the performance by the District of its obligations under the Resolution, the Trust Agreement, the Supplemental Agreement, this Agreement or the Bonds, conflict with or constitute a breach of or a default under nor contravene any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District under any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, deed of trust, resolution, agreement or other instrument in any respect material to the performance by the District of its obligations under the Resolution, the Trust Agreement, the Supplemental Agreement, this Agreement and the Bonds.

(iv) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the execution, delivery and sale of the Bonds or the consummation by the District of the transactions contemplated by the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement, which has not been duly obtained or made on or prior to the date hereof and each such matter is in full force and effect.

(v) Under the laws of the State of California, the District cannot assert sovereign immunity as a defense to the enforcement of its obligations under the Bonds, the Trust Agreement, the Supplemental Agreement or this Agreement.

(vi) To the best knowledge of the District, none of the matters referred to in Section 6(a) or (b) hereof has occurred or is pending.

(vii) The financial statements of the District for the fiscal year ended June 30, 2020, were prepared in accordance with generally accepted accounting principles in the United States ("GAAP") consistently applied and present fairly the financial position of the District at the date thereof and the changes in financial position for the fiscal year ended on such date. Since June 30, 2020, there has been no material adverse change in such position or in the operation, properties or condition (financial or otherwise) of the District.

(viii) There is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending against or, to the best knowledge of the District, threatened against or affecting the District wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement or (B) the transactions contemplated to be performed by it under the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement.

(ix) The proceeds from the sale to the Purchaser of the Bonds will be applied in the manner and for the purposes specified in the Trust Agreement, the Supplemental Agreement and this Agreement.

(x) Any certificate of the District delivered to the Purchaser in connection with the transactions contemplated by the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement shall be deemed a representation by the District to the Purchaser as to the statements made therein.

(xi) No default or event of default has occurred and is continuing by the District under the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement, and no such event has occurred and is continuing that with the lapse of time, the giving of notice or both would constitute a default by the District or an event of default under the Resolution, the Trust Agreement, the Supplemental Agreement or this Agreement.

Section 5. Conditions to the Obligations of the Purchaser. The obligations of the Purchaser under the Trust Agreement, the Supplemental Agreement and this Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the parties hereto of their respective obligations and agreements to be performed hereunder, and on and as of the date of delivery of the Trust Agreement, the Supplemental Agreement and this Agreement and this Agreement and on and as of the Closing Date. The obligations of the Purchaser hereunder to accept delivery of and pay for the Bonds at the Closing are also subject, in the discretion of the Purchaser, to the following further conditions:

(a) At the time of the Closing, (i) the Resolution, the Trust Agreement, the Supplemental Agreement and this Agreement shall be in full force and effect and shall not have been rescinded, amended, modified or supplemented, except as may have been agreed to by the Purchaser, and the District shall have adopted or executed and delivered, as the case may be, and there shall be in full force and effect such additional resolution, agreements, opinions and certificates, which resolution, agreements, opinions and certificates shall be reasonably satisfactory in form and substance to the Purchaser, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of the Purchaser, be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly issued and delivered, (iii) the District shall perform or have performed all of its obligations under or specified in the Trust Agreement, the

Supplemental Agreement and this Agreement to be performed by the District at or prior to the Closing, and (iv) all representations and warranties contained in the Trust Agreement and this Agreement shall be true and correct in all material respects.

(b) On the Closing Date, there shall be delivered to the Purchaser in form satisfactory to the Purchaser:

(i) Executed counterparts of the Trust Agreement, the Supplemental Agreement and this Agreement, certified copies of the Resolution and such other documents and certificates as the Purchaser or its counsel may reasonably require in order to evidence the accuracy or satisfaction of any of the representations, warranties or conditions herein contained.

(ii) An approving opinion of Quint & Thimmig LLP, Bond Counsel, and a letter from Bond Counsel addressed to the Purchaser expressly permitting the Purchaser to rely on such final approving opinion as if the Purchaser was an addressee thereof.

(iii) A certificate, dated the Closing Date, signed by an authorized official of the District, and in form and substance satisfactory to the Purchaser, to the effect that:

(A) Except as previously disclosed to the Purchaser, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or, to the best knowledge of the District, threatened against or affecting the District wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Resolution, the Trust Agreement, the Supplemental Agreement or this Agreement, or which would restrain or enjoin the sale, execution or delivery of the Bonds or in any way contest or affect the validity of the proceedings of the District taken with respect to the issuance, delivery or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Bonds and the existence or powers of the District or the title of any officers of the District to their respective positions.

(B) The representations and warranties of the District contained in the Trust Agreement, the Supplemental Agreement and this Agreement are true and correct in all material respects on and as of the Closing Date.

(C) The District has complied, or is presently in compliance, with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement, the Supplemental Agreement and this Agreement at or prior to the Closing Date;

(iv) An opinion of counsel to the District, dated the date of Closing, in form and substance satisfactory to the Purchaser, addressed to the District, the Trustee and the Purchaser, to the effect that:

(1) *Due Organization and Existence* – the District is a general law city duly organized and validly existing under the Constitution and the laws of the State of California;

(2) *Due Adoption* – the Resolution approving the issuance and sale of the Bonds and authorizing the execution and delivery of the Trust Agreement, the Supplemental Agreement and this Agreement were duly adopted at meetings of

the Board of Directors of the District which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and have not been modified, amended or rescinded;

(3) *No Litigation* –there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the District, which would materially and adversely impact the District's ability to complete the transactions described in and contemplated by the this Agreement or in any way contesting or affecting the validity of the Trust Agreement, the Supplemental Agreement, this Agreement or the Bonds;

(4) *No Conflict* – the execution and delivery of the Trust Agreement, the Supplemental Agreement and this Agreement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the District is subject;

(5) the Trust Agreement, the Supplemental Agreement and this Agreement have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles and by the limitations on legal remedies imposed on actions against cities in the State of California; and

(vi) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the Board of Directors, is required for the valid authorization, execution and delivery of the Trust Agreement, the Supplemental Agreement and this Agreement.

(v) The opinion of counsel to the Trustee, dated the date of Closing, addressed to the District and the Purchaser, to the effect that:

(1) *Due Organization and Existence* – the Trustee has been duly organized and is validly existing in good standing as a national banking association duly organized and existing under the laws of the United States of America and has full corporate power to undertake the trust of the Trust Agreement;

(2) *Corporate Action* – the Trustee has duly authorized, executed and delivered the Trust Agreement and has duly authenticated and delivered the Bonds, and by all proper corporate action has authorized the acceptance of the duties and obligations of the Trustee under the Trust Agreement, and has authorized in its capacity as Trustee the execution and delivery of the Bonds; and

(3) *Due Authorization, Execution and Delivery* – assuming due authorization, execution and delivery by the District, the Trust Agreement is a valid, legal and binding agreement of the Trustee, enforceable in accordance with

its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(vi) A certificate, dated the date of Closing, signed by a duly authorized official of the District satisfactory in form and substance to the Purchaser, to the effect that no action, suit or proceeding is pending or, to the best of his or her knowledge, threatened against the District (a) to restrain or enjoin the execution or delivery of any of the Bonds, or the Trust Agreement, the Supplemental Agreement or this Agreement, (b) in any way contesting or affecting the validity of the Bonds, the Trust Agreement, the Supplemental Agreement or this Agreement, or the authority of the District to enter into the Trust Agreement, the Supplemental Agreement and this Agreement, (c) in any way contesting or affecting the powers of the District in connection with any action contemplated by this Agreement, or (d) in any way materially affecting the ability of the District to perform its obligations under the Trust Agreement, the Supplemental Agreement this Agreement.

(vii) A copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Bonds and the Trust Agreement.

(viii) At the time of and as a condition to Closing, the Trustee, subject to the limitations provided herein, will represent, warrant to and agree with the Purchaser pursuant to a certificate, dated the date of Closing, that as of the date of Closing:

(1) *Due Organization and Existence* - the Trustee is duly organized and existing as a national banking association duly organized and existing under the laws of the United States of America having the full power and authority to enter into and perform its duties under the Trust Agreement and to execute and deliver the Bonds to the Purchaser pursuant to the terms of the Trust Agreement;

(2) *Due Authorization; Valid and Binding Obligations* - the Trustee is duly authorized to enter into the Trust Agreement;

(3) *No Conflict* - the execution and delivery by the Trustee of the Trust Agreement, and compliance with the terms thereof, will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties, which conflict breach or default would materially adversely affect the ability of the Trustee to perform its obligations under the Trust Agreement or (except with respect to the lien of the Trust Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee;

(4) *Consents* – exclusive of federal or state securities laws and regulations, other than routine filings required to be made with governmental agencies in order to preserve the Trustee's authority to perform a trust business (all of which routine filing, to the best of the Trustee's knowledge, have been made), no consent, approval, authorization or other action by any governmental or

regulatory authority having jurisdiction over the Trustee is or will be required for the execution and delivery by the Trustee of the Trust Agreement or the execution and delivery of the Bonds; and

(5) *No Litigation* – to the Trustee's knowledge, there is no litigation pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to, the transactions contemplated by the Bonds and the Trust Agreement; and

(ix) Such additional legal opinions, certificates, instruments and documents as the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and the due performance or satisfaction by the District on or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District.

If the conditions to the obligations of the Purchaser contained in the Trust Agreement, the Supplemental Agreement and this Agreement shall not be satisfied, unless otherwise waived by the Purchaser, the Trust Agreement and this Agreement shall terminate with the effect stated in paragraph (c) of Section 5 hereof.

*Section 6.* <u>Termination of Agreement</u>. If this Agreement is terminated as herein provided, the parties hereto shall have no obligations one to the other.

*Section 7.* <u>Expenses</u>. Except as otherwise provided herein, the Purchaser shall be under no obligation to pay and the District shall pay any expenses incident to, or in connection with, the offering, issuance and sale of the Bonds.

Section 8. Miscellaneous.

(a) Except as otherwise specifically provided in the Trust Agreement, the Supplemental Agreement and this Agreement, all notices, demands and formal actions under the Trust Agreement, the Supplemental Agreement and this Agreement shall be in writing and mailed, telegraphed or personally delivered to:

If to the Purchaser:	Bank of the West 300 South Grand Avenue, Suite 500 Los Angeles, CA 90071 Attention: Ms. Christine Armani-Dawood
The District:	Montecito Fire Protection District 595 San Ysidro Road Santa Barbara, CA 93108 Attention: Fire Chief

(b) This Agreement will inure to the benefit of and be binding upon the District and the Purchaser and their respective successors and assigns and will not confer any rights upon any other person, partnership, association or corporation other than the District and persons, if any, controlling the Purchaser within the meaning of the Securities Act or the Securities Exchange Act. The terms "successors" and "assigns" shall not include any purchaser or holder of any of the Bonds.

(c) All of the representations, warranties and covenants of the District in this Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and any payment for the Bonds hereunder or (iii) termination of the Purchaser's obligation to accept delivery of the Bonds pursuant to the Trust Agreement, the Supplemental Agreement and this Agreement.

(d) Section headings have been inserted in this Agreement as a matter of convenience or for reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

(e) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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*Section 9.* <u>Survival</u>. The provisions of Sections 1(b), 4 and 8 of this Agreement shall survive until the Bonds and all other costs are fully paid to Purchaser.

BANK OF THE WEST, as Purchaser

By \_\_\_\_\_ Authorized Officer

This Bond Purchase Agreement is accepted and agreed to by the undersigned duly authorized signatory as of the date first above written:

MONTECITO FIRE PROTECTION DISTRICT

By		
Name		
Title		

#### EXHIBIT A

# MATURITY DATE, PRINCIPAL AMOUNT, INTEREST RATE, INTEREST PAYMENT DATES AND REDEMPTION PROVISIONS

#### **Maturity Schedule**

Maturity	Principal	Interest
Date	Amount	Rate
2/1/2028	\$	1.75%*

Interest on the Bonds shall be payable semiannually on each February 1 and August 1, commencing February 1, 2022 (each, an "Interest Payment Date").

#### **Redemption Provisions**

(a) *Optional Redemption*. The Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, together with the payment of any other amounts due and payable to the Purchaser.

(b) *Sinking Fund Redemption*. The Bonds are subject to mandatory redemption, in part by lot, from sinking account payments set forth in the following schedule on February 1, 2022, and on each February 1 thereafter to and including February 1, 2028, at a redemption price equal to the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption Date (February 1)	Sinking Fund Redemption Amount
2022	
2023	
2024	
2025	
2026	
2027	
2028†	

† Maturity

<sup>\*</sup> If the Default Rate (as such term is defined in the Trust Agreement) is in effect, interest will be computed by applying such alternate rate.

#### EXHIBIT B

#### LETTER OF REPRESENTATIONS

#### Dated: June 10, 2021

Bank of the West (the "Purchaser"), hereby certifies as follows with regard to the extension of credit to the Montecito Fire Protection District (the "District") by the purchase by the Purchaser from the District of the Montecito Fire Protection District (Santa Barbara County, California), Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds").

1. the Purchaser has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.

2. the Purchaser is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Bonds; has knowledge and experience in financial and business matters that make it capable of evaluating the District, the Bonds, and the risks associated with the purchase of the Bonds; has the ability to bear the economic risk of extending the credit evidenced by the Bonds; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities. the Purchaser is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Bonds.

3. the Purchaser has conducted its own investigation of the financial condition of the District, the purpose for which the Bonds are being issued and of the security for the payment of the principal of and interest on the Bonds, and has obtained such information regarding the Bonds and the District and its operations, financial condition and financial prospects as the Purchaser deems necessary to make an informed investment decision with respect to the purchase of the Bonds.

4. the Purchaser is purchasing the Bonds as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that the Purchaser retains the right at any time to dispose of the Bonds or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Purchaser shall be made in accordance with applicable law and the provisions of the Resolution and related documents, in whole only and to (a) an affiliate of the Purchaser or (b) one or more banks, insurance companies or other financial institutions or their affiliates.

5. the Purchaser acknowledges that (a) the Bonds (i) have not been registered under the Securities Act of 1933, as amended, (ii) have not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Bonds and that none is likely to develop. the Purchaser understands and acknowledges that (a) the offering of the Bonds is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) in connection with the Purchaser's purchase of the Bonds, the District has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. the Purchaser is acting solely for its own loan account and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. the Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the District (including to the financial advisor or the placement agent engaged by the District) with respect to the structuring, issuance, sale, or delivery of the Bonds. the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the District with respect to the transactions relating to the structuring, issuance, sale, or delivery of the Bonds and the discussions, undertakings, and procedures leading thereto. Each of the District, its financial advisor, and its placement agent has sought and shall

seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Bonds from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the District, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. the Purchaser expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor or placement agent, with respect to any such matters. The transactions between the District and the Purchaser are arm's length, commercial transactions in which the Purchaser is acting and has acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the District with respect to the transactions relating to the Bonds.

7. IN WITNESS WHEREOF, Bank of the West has caused this Letter of Representations to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

BANK OF THE WEST, as Purchaser

By		
Name		
Title		

# SUPPLEMENTAL AGREEMENT

dated as of June 1, 2021,

between

# **MONTECITO FIRE PROTECTION DISTRICT**

and

# **BANK OF THE WEST**

**Relating to** 

Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bond, Series 2021 (Federally Taxable)

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#### SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of June 1, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Supplemental Agreement"), between MONTECITO FIRE PROTECTION DISTRICT, a fire protection district duly organized and validly existing under laws of the State of California (the "District") and BANK OF THE WEST (the "Bank").

#### RECITALS

**WHEREAS**, the District has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the District obligate the District to (i) make contributions to CalPERS to fund pension benefits for certain District employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, as of June 30, 2019, the District's projected total unfunded accrued actuarial liability to CalPERS for its Miscellaneous and Safety Plans as of June 30, 2021, was \$26,177,218;

WHEREAS, the District desires to authorize the issuance of its Montecito Fire Protection District (Santa Barbara County, California) Pension Obligation Bond, Series 2021 (Federally Taxable) (the "Bond") pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond, and for no other purpose;

WHEREAS, the obligations of the District with respect to the Bond, including the obligation to make all payments of interest and principal on the Bond when due, will be absolute and unconditional, without any right of set-off or counterclaim, the Bond will not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation, neither the Bond nor the obligations of the District to make payments on the Bond will constitute an indebtedness of the District, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Board will be obligated to make appropriations to pay the Bond from any source of legally available funds of the District; and

WHEREAS, the Bank has agreed to make a loan to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying

the costs of issuance of the Bond by the purchase of the Bond, and as a condition to making such loan, the Bank has required the District to enter into this Supplemental Agreement.

**NOW, THEREFORE**, to induce the Bank to make a loan to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the District and the Bank hereby agree as follows:

# **ARTICLE I**

### DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement. In addition to the terms defined in the recitals and elsewhere in this Supplemental Agreement and the Trust Agreement, the following terms shall have the following meanings:

"Bank" means Bank of the West, and its successors and assigns.

"Base Rate" means a fluctuating rate per annum equal to the higher of (i) the Prime Rate and (ii) the Federal Funds Rate plus 0.50% per annum.

"Bond" means the Montecito Fire Protection District (Santa Barbara, County, California) Pension Obligation Bond, Series 2021 (Federally Taxable) issued in the original aggregate principal amount of \$13,666,634.

"Closing Date" means June [\_\_], 2021.

"Contract" means any indenture, contract, agreement (other than this Supplemental Agreement), other contractual restriction, lease, mortgage, instrument, guaranty, certificate of incorporation, charter or by-law.

"Default" means any event or condition that, with notice, the passage of time or both, would constitute an Event of Default.

"Default Rate" means a fluctuating rate per annum equal to the Base Rate plus 3.00% per annum calculated on the basis of a 365-day year and actual days elapsed; provided that at no time shall the Default Rate exceed the Maximum Rate; provided, further, that if on any day such rate shall exceed the Maximum Rate, then the Default Rate shall for such date be the Maximum Rate; and provided, further, that if the Default Rate shall thereafter be reduced to a rate that is below the Maximum Rate, the Default Rate shall continue to equal the Maximum Rate until such time as the Bank shall have received the aggregate amount of interest that it would have received had the Default Rate not been reduced as set forth in the second proviso of this definition. Notwithstanding the foregoing, on the date on which all Base Rental Payments have been paid in full, to the extent possible without violating applicable laws, the District shall pay to the Bank a

fee equal to any accrued and unpaid interest that it would have received had the Default Rate not been reduced as set forth in the second proviso of this definition. The Default Rate shall be calculated on the basis of a 365-day year and actual days elapsed.

"District Long-Term Borrowing General Fund Obligation" means any long-term obligations to third parties in respect of borrowed moneys payable from the general fund of the District, including without limitation lease payments in connection with certificates of participation and lease revenue bonds. The District has no Long-Term Borrowing General Fund Obligations outstanding as of the Closing Date, other than the Bond.

"District Long-Term Borrowing General Fund Obligation Issuing Document" means any Contract or resolution authorizing or evidencing the issuance or incurrence of any District Long-Term Borrowing General Fund Obligation.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

"Event of Default" with respect to this Supplemental Agreement, has the meaning assigned to that term in Section 6.01 of this Supplemental Agreement and, with respect to any other Loan Document, has the meaning assigned therein.

"Event of Insolvency" means, with respect to any Person, the occurrence of one or more of the following events:

(a) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of such Person;

(b) the commencement by or against such Person of a case or other proceeding seeking liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;

- (c) the making of an assignment for the benefit of creditors by such Person;
- (d) the failure of such Person to generally pay its debts as they become due;

(e) a debt moratorium, debt adjustment, debt restructuring or comparable restriction with respect to the payment of any indebtedness of such Person is declared or imposed by such Person or by any governmental authority having jurisdiction over such Person; (f) such Person shall admit in writing its inability to pay its debts when due; or

(g) the initiation of any actions to authorize any of the foregoing by or on behalf of such Person.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average (rounded upwards, if necessary to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Bank from three Federal funds brokers of recognized standing selected by it.

"Generally Accepted Accounting Principles" or "GAAP" means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the District.

"Loan Documents" means this Supplemental Agreement, the Trust Agreement and the Bond.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the District, (b) the ability of the District to carry out its business as of the Closing Date or as proposed in this Supplemental Agreement, the Trust Agreement or any other Loan Document to be conducted or to meet or perform its obligations under this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents on a timely basis, (c) the validity or enforceability of this Supplemental Agreement, the Trust Agreement or any other Loan Document, or (d) the rights or remedies of the Bank under this Supplemental Agreement, the Trust Agreement or any other Loan Document.

"Material Litigation" has the meaning assigned to such term in Section 4.05 hereof.

"Maximum Rate" means the highest interest rate permissible under applicable law.

"Person" means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Prime Rate" means an index for a variable interest rate which is quoted, published or announced by the Bank as its prime rate and as to which loans may be made by the Bank at, above or below such rate.

"State" means the State of California.

"Trust Agreement" means the Trust Agreement, dated as of June 1, 2021, by and between the District and the Trustee, as originally executed and as it may from time to time be amended in accordance with the provisions thereof. "Trustee" means U.S. Bank National Association, or its permitted successor as trustee under the Trust Agreement.

"Transactions" means the execution and delivery of the Loan Documents, the making of a loan by the Bank to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond and the performance by the District of its obligations (including payment obligations) hereunder and under the Loan Documents.

Section 1.02. Construction. Unless the context of this Supplemental Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Supplemental Agreement refer to this Supplemental Agreement as a whole and not to any particular provision of this Supplemental Agreement. The Section headings contained in this Supplemental Agreement and the table of contents preceding this Supplemental Agreement are for reference purposes only and shall not control or affect the construction of this Supplemental Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Supplemental Agreement unless otherwise specified. Each exhibit, schedule and annex attached hereto is incorporated by reference herein and is a constituent part of this Supplemental Agreement.

Section 1.03. Incorporation of Certain Definitions by Reference. Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Trust Agreement.

Section 1.04. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles consistently applied. In the event of changes to Generally Accepted Accounting Principles which become effective after the Closing Date, the District and the Bank agree to negotiate in good faith appropriate revisions of this Supplemental Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

### ARTICLE II THE LOAN

Section 2.01. Loan. Upon the terms and conditions set forth herein, subject to fulfillment of each of the conditions precedent set forth in Article III hereof, and upon the basis of the representations set forth herein, the Bank hereby agrees to make a loan to the District in an aggregate principal amount of \$13,666,634 (the "Loan Amount") for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond. The Bank shall transfer the Loan Amount to the Trustee on or before the Closing Date and shall authorize release of such funds upon the terms and conditions set forth herein, subject to fulfillment of each of the conditions precedent set forth in Article III hereof, and upon the basis of the representations set forth herein.

Section 2.02. Calculations. Computations of the Default Rate shall be made by the Bank on the basis of a 365-day year and actual days elapsed. Any change in the Base Rate or the Default Rate resulting from a change in the Prime Rate, the Federal Funds Rate or the Base Rate shall become effective as of the opening of business on the day on which such change in the Prime Rate, the Federal Funds Rate or the Base Rate shall become effective. Each determination by the Bank of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

#### **ARTICLE III**

#### **CONDITIONS PRECEDENT**

Section 3.01. Closing Conditions. The Bank has agreed to make a loan to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements of the District to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder as of the Closing Date. Accordingly, the Bank's obligation to make a loan to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments on or prior to the Closing Date, and shall also be subject to the following additional conditions, including the delivery by the District of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Bank and its counsel; provided that, unless set forth in a separate section of this Supplemental Agreement or in a Loan Document other than this Supplemental

Agreement, the District's obligation to satisfy any condition under this Section 3.01 shall exist only until the Closing Date and shall cease thereafter:

(a) The following District documents:

(i) A copy of the resolution of the Board of Directors of the District approving the execution and delivery of the Loan Documents to which the District is a party, approving the form of the Loan Documents to which it is not a party, and the other matters contemplated hereby and thereby, certified by the Secretary of the District as being true and complete and in full force and effect on the Closing Date.

(ii) A certificate by the Secretary of the District certifying the names and signatures of the persons authorized to sign, on behalf of the District, the Loan Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) The following Trustee documents:

(i) A copy of the signing resolutions of the Trustee with respect to the authority of the persons authorized to sign, on behalf of the Trustee, the Trust Agreement and to authenticate the Bond, and to sign the other documents to be delivered by it hereunder or thereunder.

(ii) A certificate by an authorized representative of the Trustee certifying the names and signatures of the persons authorized to sign, on behalf of the Trustee, the Trust Agreement and to authenticate the Bond, and to sign the other documents to be delivered by it hereunder or thereunder, and certifying as to such other matters as the Bank may reasonably request.

(c) The following financing documents:

(i) The original certificated Bond and an executed original of each of the Supplemental Agreement and the Trust Agreement (including without limitation a Trust Agreement and the Bond that include the terms set forth on Exhibit A hereto).

(ii) Certificate signed by the President of the District stating that on and as of the Closing Date, copies of each of the Loan Documents to which it is a party furnished to the Bank are true, correct and complete copies of such documents, such documents were duly issued, adopted or executed and delivered, have not been modified, amended or rescinded and are in full force and effect on and as of the Closing Date, and such other customary matters as the Bank may reasonably request.

(iii) A certificate signed by the President of the District, stating that on and as of the Closing Date (i) all requirements and preconditions to the execution and delivery of the Loan Documents shall have been satisfied; (ii) the District has complied with all agreements and covenants and satisfied all conditions stated in this Supplemental Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iii) each representation and warranty on the part of the District contained in this Supplemental Agreement and the other Loan Documents is true and correct as though made on and as of such date, (iv) no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Supplemental Agreement or the other Loan Documents to which the District is a party; and (v) and such other customary matters as the Bank may reasonably request.

(iv) Written confirmation from the District that no CUSIP number has been assigned to this financing and that this financing is not rated and that the Bond shall be in a single denomination and shall not be divisible or transferable except to a bank, financial institution or a qualified investor.

(v) The most recent adopted budget of the District and the audited financial statements of the District for the fiscal years ended June 30, 2020, 2019 and 2018.

(vi) True and correct copies of any and all governmental approvals necessary for the District to enter into this Supplemental Agreement, the Trust Agreement and the other Loan Documents and the transactions contemplated hereby and thereby and not otherwise covered by Section 3.01(a)(i) or Section 3.01(b)(i) hereof.

(vii) Written confirmation from the District that there are no outstanding District Long-Term Borrowing General Fund Obligations as of the Closing Date, other than the Bond.

(viii) Written approval from the District of the accuracy of the proforma debt service schedule included in Exhibit A hereto.

(ix) Such other certifications as to matters of fact, due authorization, execution and delivery by the parties thereto of the Loan Documents, evidence of corporate authority, copies of governmental consents, permits, licenses and approvals, and other documents as shall be reasonably requested by the Bank, and the form and substance of any order or other official action granting any consent, permit, license or approval shall be satisfactory to the Bank.

(d) The following opinions, addressed to the Bank or on which the Bank is otherwise expressly authorized to rely:

(i) From counsel to the District, as to the due authorization, execution and delivery of each of the Loan Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Bank may reasonably request. (ii) From counsel to the Trustee, as to the due authorization, execution and delivery of the Trust Agreement, its validity, binding effect and enforceability and as to the due authentication of the Bond, and such other customary matters as the Bank may reasonably request.

(iii) From Special Counsel, in customary form, an approving opinion to the effect that the Loan Documents have been duly authorized and validly executed and delivered, a supplemental opinion in form and substance satisfactory to the Bank and opinions as to such other customary matters as the Bank may reasonably request.

(e) Other conditions:

(i) Each representation and warranty contained in this Supplemental Agreement and the other Loan Documents is true and correct.

(ii) No Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Supplemental Agreement or the other Loan Documents.

(iii) Since the most current date of the information, financial or otherwise, supplied by the District to the Bank, there has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect and the District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iv) The Bank shall be reasonably satisfied that the fee of the California Debt and Investment Advisory Commission shall have been paid and that payment will be made promptly after demand therefor after the Closing Date of the Bank's fees and expenses (including outside counsel legal fees) incurred in connection with the Transactions.

(v) The Bank shall have completed all due diligence with respect to the District, the District's unfunded accrued actuarial liability to CalPERS and the Loan Documents in scope and determination satisfactory to the Bank.

(vi) All other legal matters pertaining to the execution and delivery of each of the Loan Documents shall be reasonably satisfactory to the Bank and its counsel.

(f) Such other instruments, documents and opinions as the Bank shall reasonably require to evidence and secure the obligations of the District under this Supplemental Agreement, the Trust Agreement and the other Loan Documents and to comply with the provisions of this Supplemental Agreement, the Trust Agreement and the other Loan Documents and the requirements of any governmental authority to which the Bank or the District are subject.

## **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES**

All representations and warranties made herein to the Bank or incorporated herein for the benefit of the Bank are made with the understanding that the Bank is relying upon the accuracy of such representations and warranties. Notwithstanding that the Bank may conduct its own investigation as to some or all of the matters covered by the representations and warranties in this Supplemental Agreement, the Trust Agreement and the other Loan Documents, and any certificates, information, opinions or documents delivered in connection herewith and therewith, the Bank is entitled to rely on all representations and warranties as a material inducement to the Bank's extension of the credit evidenced by this Supplemental Agreement, the Trust Agreement and warranties made herein to the Bank or incorporated herein for the benefit of the Bank shall survive the making of and shall not be waived by the execution and delivery of this Supplemental Agreement, the Trust Agreement and the other Loan Documents.

Section 4.01. Existence and Power. The District is a fire protection district duly organized, validly existing and in good standing under the laws of the State and has the corporate power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

### Section 4.02. Due Authorization.

(a) The District has the corporate power, and has taken all necessary corporate action to authorize this Supplemental Agreement, the Trust Agreement and the other Loan Documents to which it is a party, to execute, deliver and perform its obligations under this Supplemental Agreement, the Trust Agreement and the other Loan Documents to which it is a party in accordance with their respective terms. The District has approved the form of the Loan Documents to which it is not a party.

(b) All authorizations and approvals necessary for the District to issue the Bond and to enter into this Supplemental Agreement, the Trust Agreement and the other Loan Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by the District of this Supplemental Agreement, the Trust Agreement and the other Loan Documents.

Section 4.03. Valid and Binding Obligations. This Supplemental Agreement, the Trust Agreement and each of the other Loan Documents to which the District is a party has been duly executed and delivered by one or more duly authorized officers of the District and are legal, valid and binding obligations of the District enforceable in accordance with their respective

terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

# Section 4.04. Noncontravention; Compliance with Law.

(a) The execution, delivery and performance of this Supplemental Agreement, the Trust Agreement and each of the other Loan Documents in accordance with their respective terms do not and will not (i) require any consent or approval of any creditor of the District, (ii) violate any applicable law, (iii) conflict in any material respect with, result in a material breach of or constitute a material default under any Contract to which the District is a party or by which it or any of its property may be bound or (iv) result in or require the creation or imposition of any lien upon or with respect to any property now owned or hereafter acquired by the District except such liens, if any, expressly created by any Loan Document.

(b) The District is in compliance with all applicable laws, except for noncompliance that, singly or in the aggregate, has not caused and could not reasonably be expected to cause a Material Adverse Effect or an adverse effect on the District's ability to perform its obligations hereunder or under the Trust Agreement or under the other Loan Documents.

**Section 4.05.** Pending Litigation and Other Proceedings. There are no actions, suits or proceedings pending, nor are there any actions, suits or proceedings threatened, against the District or any property of the District in any court or before any arbitrator of any kind or before or by any governmental or nongovernmental body, which, in any case, (i) directly or indirectly relates to the enforceability of this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents; (ii) involve claims equal to or in excess of \$5,000,000 or (iii) may have a Material Adverse Effect (any of the foregoing being herein referred to as "Material Litigation").

**Section 4.06.** Financial Statements. The balance sheet of the District as of June 30 of the most recently completed Fiscal Year of the District and the related statement of revenues and expenses and changes in financial position for such Fiscal Year and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Bank pursuant to Section 5.01(a) hereof, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the District at such dates and for such periods, and were prepared in accordance with Generally Accepted Accounting Principles consistently applied. Since the period of such statements, there has been no change which would have a Material Adverse Effect.

Section 4.07. Defaults. No Event of Default and no Default has occurred and is continuing or exists.

Section 4.08. Accuracy of Information. All information, reports and other papers and data furnished by the District to the Bank were, at the time the same were so furnished, complete and correct in all material respects and insofar as necessary to give the Bank a true and accurate

knowledge of the subject matter and were provided in expectation of the Bank's reliance thereon in making a loan to the District for the purpose of refunding all or a portion of the District's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bond by the purchase of the Bond. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the budget and financial statements previously furnished to the Bank or in other such information, reports, papers and data or otherwise disclosed in writing to the Bank prior to the Closing Date. Any financial, budget and other projections furnished to the Bank by the District or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the District's best estimate of its future financial performance. No document furnished by the District or its agents nor any representation, warranty or other written statement made by the District or its agents to the Bank in connection with the negotiation, preparation or execution of this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4.09. Sovereign Immunity. The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents. To the extent the District has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the District hereby waives, to the fullest extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Supplemental Agreement, the Trust Agreement or the other Loan Documents.

**Section 4.10.** Usury. The terms of this Supplemental Agreement, the Trust Agreement and the other Loan Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

#### **ARTICLE V**

#### **COVENANTS OF THE DISTRICT**

So long as any amounts required to be paid under the Bond or the Trust Agreement or any obligation of the District hereunder or under the Loan Documents remains unpaid or unperformed, the District shall comply with the following covenants hereunder and as additional covenants under the Trust Agreement, unless waived in writing by the Bank:

Section 5.01. Reporting Requirements. The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the District in accordance with Generally Accepted Accounting Principles consistently applied, and will furnish to the Bank each of the following:

as soon as available, and in any event within 240 days after the close of (a) each Fiscal Year of the District, the financial statements of the District which shall be audited and reported on without qualification by independent certified public accountants reasonably acceptable to the Bank and shall be certified to the District by such accountants as (i) having been prepared in accordance with Generally Accepted Accounting Principles consistently applied, (ii) fairly presenting the financial condition of the District as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year, and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, profit and loss statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the District by such auditors, accompanied in each case by a certificate from an authorized representative of the District substantially in the form described in subparagraph (b);

(b) simultaneously with the delivery of each set of financial statements referred to in subparagraph (a) above, a certificate signed by an authorized representative of the District stating that (i) under his/her supervision the District has made a review of its activities during the preceding annual period for the purpose of determining whether or not the District has complied with all of the terms, provisions and conditions of this Supplemental Agreement, the Trust Agreement and the other Loan Documents and (ii) to the best of his/her knowledge the District is not in Default in the performance or observance of any of the terms, covenants, provisions or conditions of this Supplemental Agreement, the Trust Agreement or any of the Loan Documents, or if the District shall be in Default, such certificate shall specify each such Default, the nature and status thereof and any remedial steps taken or proposed to correct each such Default;

(c) as soon as available and in any event within 60 days after adoption, the annual operating budget of the District for such Fiscal Year; and

(d) such other information respecting the business, properties or the condition or operations, financial or otherwise, of the District as the Bank may from time to time reasonably request.

Section 5.02. Notices. The District shall provide to the Bank:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a Default or an Event of Default;

(b) prompt written notice of any Material Litigation; and

(c) prompt written notice of any event which has or is reasonably anticipated to have a Material Adverse Effect.

Section 5.03. Access to Books, Records and Accounts; Communication with Accountant. The District shall permit the duly authorized representatives of the Bank, during

the District's normal administrative business hours, to examine and copy the District's books, records and accounts and to discuss the affairs, finances, business and accounts of the District with the members of the Board of Directors of the District and the District's officers and employees. The District authorizes the Bank to communicate directly with the District's accountants, and authorizes and shall instruct such accountants to communicate with, disclose and make available to the Bank, any and all financial statements and other supporting financial documents, schedules and information relating to the District with respect to the business, results of operations and financial condition and other affairs of the District.

Section 5.04. Further Assurances. The District shall, upon the request of the Bank, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Supplemental Agreement, the Trust Agreement and the other Loan Documents. Except to the extent it is exempt therefrom, the District shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Supplemental Agreement, the Trust Agreement, the Supplemental Agreement, the Trust Agreement of such instruments of further assurance.

Section 5.05. Maintenance of Existence. The District shall preserve and maintain its existence as a fire protection district duly organized and validly existing under the laws of the State, and its rights, franchises and privileges material to the conduct of its business and shall not, without the prior written consent of the Bank, initiate proceedings to reorganize, merge or consolidate with or into any Person, wind up, liquidate or dissolve its affairs (or suffer any liquidation or dissolution) or convert, sell, assign, transfer, lease or otherwise dispose of (or agree to do any of the foregoing at any future time), whether in one transaction or a series of transactions, all or substantially all of its property or assets.

#### **ARTICLE VI**

# **EVENTS OF DEFAULT**

Section 6.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder and an additional Event of Default under the Trust Agreement entitling the Bank to the rights and remedies available under the Trust Agreement, unless waived in writing by the Bank:

(a) (i) the District shall fail to observe or perform any of the covenants, agreements or conditions on the part of the District set forth in Section 5.05 (*Maintenance of Existence*) hereof, or (ii) the District fails to observe or perform any other of the covenants, agreements or conditions on the part the District in this Supplemental Agreement not otherwise described in clause (i) of this Section 6.01(a), and, solely in the case of clause (ii) of this Section 6.01(a), the District fails to remedy the same within 30 days after the Bank has provided the District with written notice thereof;

(b) the District shall default in the payment of any amount when due in respect of any District Long-Term Borrowing General Fund Obligation, or the District shall default under any District Long-Term Borrowing General Fund Obligation Issuing Document, and continuance of such default beyond the period of grace, if any, allowed with respect thereto; or the occurrence of any act or omission by the District under any such District Long-Term Borrowing General Fund Obligation Issuing Document which results in such District Long-Term Borrowing General Fund Obligation becoming, or being capable of becoming, immediately due and payable or being terminated early or being subject to early termination;

(c) this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents or any material provision of this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents shall at any time, for any reason, cease to be the legal, valid and binding obligation of the District or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the District, or the District shall renounce the same or deny that it has any further liability hereunder or thereunder, or any court of competent jurisdiction or other governmental authority with jurisdiction to rule on the validity of any provision of this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents shall find or rule that this Supplemental Agreement, the Trust Agreement or any of the other Loan Documents are not valid or not binding on the District;

(d) the District is dissolved or its existence is terminated;

(e) any representation or warranty made or deemed made by or on behalf of the District herein or the District in any Loan Document or in any certificate, financial or other statement furnished by or on behalf of the District to the Bank pursuant to or in this Supplemental Agreement, the Trust Agreement or any other Loan Document shall prove to have been inaccurate, misleading or incomplete in any material respect when made or deemed made;

(f) an Event of Insolvency shall occur with respect to the District; or

(g) any funds or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established under the Trust Agreement shall become subject to any writ, judgment, warrant or attachment, execution or similar process.

# **ARTICLE VII**

# INDEMNIFICATION; COSTS, EXPENSES AND TAXES

Section 7.01. Indemnification. In addition to any and all other rights of reimbursement, indemnification, subrogation and other similar rights pursuant to this Supplemental Agreement, the Trust Agreement, the other Loan Documents or under law or equity, the District hereby covenants and agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Bank and its affiliates, officers, directors, employees,

representatives and agents (each, an "Indemnitee") from and against any and all claims, causes of action, judgments, fines, penalties, damages, losses, liabilities, and expenses whatsoever (including reasonable attorneys' fees) which may be incurred by an Indemnitee or which may be claimed against an Indemnitee by any Person whatsoever by reason of or directly or indirectly in connection with any of the Transactions; provided that the District shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee as determined in a final, nonappealable judgment. Nothing under this Section 7.01 is intended to limit the District's payment of its obligations under this Supplemental Agreement, the Trust Agreement or other Loan Documents.

Section 7.02. Costs, Expenses and Taxes. The District shall pay, as Additional Rental Payments under the Trust Agreement, to the Bank within thirty (30) days after demand: (a) the reasonable fees and out of pocket expenses for counsel to the Bank in connection with the execution and delivery of this Supplemental Agreement, the Trust Agreement and the other Loan Documents; (b) if an Event of Default shall have occurred, all costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Supplemental Agreement, the Trust Agreement, the other Loan Documents and such other documents which may be delivered in connection therewith; (c) the fees and out of pocket expenses for counsel or other reasonably required consultants to the Bank in connection with advising the Bank as to its rights and responsibilities under this Supplemental Agreement, the Trust Agreement and the other Loan Documents or in connection with responding to requests from the District for approvals, consents, amendments and waivers; and (d) any fee set forth in the definition of "Default Rate" herein. In addition, if at any time any governmental authority shall require revenue or other documentary stamps or any other tax or fee in connection with the execution or delivery of this Supplemental Agreement, the Trust Agreement or the other Loan Documents, then, if the District lawfully may pay for such stamps, taxes or fees, the District shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the District agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay or omission of the District in paying, such stamps, taxes and fees hereunder.

Section 7.03. Late Payment. Any principal of or interest on the Bond or any other amount required to be paid under the Trust Agreement or hereunder which shall not be paid by the District when due and payable under the Trust Agreement or hereunder shall accrue interest until the same shall be paid at a rate equal to the Default Rate, and the District hereby agrees to pay such amounts to the Bank upon demand.

**Section 7.04.** Survival. The obligations of the District under this Article VII shall survive the payment in full of all principal of and interest on the Bond and the termination of the Loan Documents.

# **ARTICLE VIII**

# MISCELLANEOUS

**Section 8.01. Payment Account**. All amounts payable to the Bank under the Trust Agreement or hereunder shall be transferred to the following account of the Bank, or such other account as may be subsequently designated by the Bank in writing to the District:

Bank of the West, City of Industry, CA ABA #: 121100782 Account Name: Commercial Loan Servicing Account No.: 239855332 Attention: Kathy Mendoza Reference: Montecito Fire Protection District, Obligor # [

Section 8.02. Amendments. No amendment or waiver of any provision of this Supplemental Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**Section 8.03.** Severability. The provisions of this Supplemental Agreement are intended to be severable. If any provision of this Supplemental Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

# Section 8.04. Governing Law; Waiver Of Jury Trial.

(a) This Supplemental Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State.

(b) The District and the Bank each, to the fullest extent permitted by law, waives its respective right to a trial by jury in any legal proceeding arising out of or relating to this Supplemental Agreement or any other Loan Document or the transactions contemplated hereby or thereby. The District and the Bank each further warrants and represents that such waiver has been intentionally, knowingly and voluntarily made, following consultation with its legal counsel. If the waiver of jury trial as set forth in this Section shall be declared void or unenforceable, each of the District and the Bank agrees to refer the dispute to a judicial referee in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure.

Section 8.05. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Supplemental Agreement, the Trust Agreement or the other Loan Documents (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the District acknowledges and agrees that: (a) (i) the arranging, structuring and other services regarding this Supplemental Agreement, the

Trust Agreement and the other Loan Documents provided by the Bank are arm's length commercial transactions between the District on the one hand, and the Bank on the other hand, (ii) the District has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Supplemental Agreement, the Trust Agreement and the other Loan Documents; (b)(i) the Bank is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the District, or any other Person and (ii) the Bank does not have any obligation to the District with respect to the transactions contemplated by this Supplemental Agreement, the Trust Agreement and the other Loan Documents, except those obligations expressly set forth herein and therein; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Bank does not have any obligation to disclose any of such interests to the District. To the fullest extent permitted by applicable laws, the District hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Supplemental Agreement, the Trust Agreement and the other Loan Documents.

Section 8.06. Counterparts. This Supplemental Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.07. Successors and Assigns. This Supplemental Agreement is a continuing obligation and shall be binding upon the District, its permitted successors and assigns and shall inure to the benefit of the Bank and its permitted successors, transferees and assigns. The District may not assign or otherwise transfer or delegate any of its rights or obligations hereunder or under the other Loan Documents without the prior written consent of the Bank. The Bank may, in accordance with applicable law, from time to time and without the consent of the District or any other Person assign, sell or transfer in whole or in part, this Supplemental Agreement and any of its rights or interests hereunder and all or any part of its interest in the Loan Documents, subject to the limitations set forth in the Bond and the Trust Agreement. In addition, the Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Loan Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledge or assignee for the Bank as a party hereto.

Section 8.08. Tax Identification Number. The District's tax identification number is [\_\_]-[\_\_\_].

[Signatures begin on the following page.]

[Signature page of Supplemental Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed and delivered as of the date first above written.

# MONTECITO FIRE PROTECTION DISTRICT

By:		
Name:		
Title:		

# **BANK OF THE WEST**

By:	
Name:	
Title:	

#### Exhibit A

#### Trust Agreement and Bond Terms

- 1. (a) Closing Date: June [\_\_], 2021
  - (b) Loan Amount: \$13,666,634
  - (c) Term: Stated maturity on February 1, 2033
  - (d) Interest Rate: [\_\_\_\_]% per annum, calculated on the basis of a 360-day year and actual days elapsed, except upon the occurrence and during the continuance of an Event of Default under the Trust Agreement, in which case the Default Rate will apply, calculated on the basis of a 365-day year and actual days elapsed.
  - (e) Default Rate: Base Rate plus 3.00% per annum.
  - (f) Interest Payment Dates: interest shall be payable semiannually on each February 1 and August 1, commencing on February 1, 2022.
  - (g) Mandatory Sinking Fund Redemption: The Bond is subject to mandatory redemption, in part by lot, from sinking account payments set forth in the following schedule on February 1, 2022, and on each February 1 thereafter to and including February 1, 2033, at a redemption price equal to the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemptionz;

Mandatory Sinking Fund	
Redemption Date	Principal Amount
(February 1)	To Be Redeemed
2022	\$ 676,311.38
2023	1,067,517.99
2024	1,088,868.35
2025	1,110,645.72
2026	1,132,858.63
2027	1,155,515.80
2028	1,178,626.12
2029	1,202,198.64
2030	1,226,242.61
2031	1,250,767.47
2032	1,275,782.82
2033	1,301,298.47

(h) Pro Forma Debt Service Schedule:

> Notwithstanding anything herein to the contrary, if any Interest Payment Date is not a Business Day, payments of principal and interest shall be due on the next succeeding Business Day with the same force and affect as if such payments were made on the Interest Payment Date.

Payment Date	Principal	Interest	Total Debt Service Payment
February 1, 2022	\$	\$	\$
August 1, 2022			
February 1, 2023			
August 1, 2023			
February 1, 2024			
August 1, 2024			
February 1, 2025			
August 1, 2025			
February 1, 2026			
August 1, 2026			
February 1, 2027			
August 1, 2027			
February 1, 2028			
August 1, 2028			
February 1, 2029			
August 1, 2029			
February 1, 2030			
August 1, 2030			
February 1, 2031			
August 1, 2031			
February 1, 2032			
August 1, 2032			
February 1, 2033			

- (i) Optional Redemption: The Bond is subject to redemption prior to maturity at the option of the District, in whole or in part, on any date at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium., together with payment of any other amounts due and payable to the Bank under the Loan Documents.
- (j) Events of Default under the Trust Agreement: Includes Events of Default under this Supplemental Agreement.
- (k) Other Bond Terms: no CUSIP number and in a single denomination; not rated.
- Assignability/Transferability: Not divisible or transferable except to a bank, (1) financial institution or a qualified investor.



## Capitol PFG

# Montecito Fire Protection District

2021 Pension Obligation Bonds

May 24, 2021

Reg. Mtg. Pg. 111

May 24, 2021

## **Board Direction**

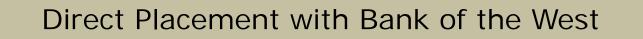
# Achieve 95% funding in the Safety and Miscellaneous Plans

- Contribution of \$7.7 million
- Issue POB
- 2021-22 Payment of \$1.9 million allocated to pay debt service on POB and pay residual UAL

Achieve overall 100% funding when including PARS Pension Trust



## **POB Terms**



Fixed 1.75% interest rate

Final Maturity of February 1, 2028 (7 years)

Pre-payable on 30 days notice without penalty

Secured by all legally available funds



### **Debt Service**

	Debt Service Schedule									
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service					
2/1/2022	\$1,407,210.70	1.750%	\$92,789.30	\$1,500,000.00	\$1,500,000.00					
8/1/2022			\$59,990.26	\$59,990.26						
2/1/2023	\$1,093,691.32	1.750%	\$59,990.26	\$1,153,681.58	\$1,213,671.84					
8/1/2023			\$50,420.46	\$50,420.46						
2/1/2024	\$1,112,830.92	1.750%	\$50,420.46	\$1,163,251.38	\$1,213,671.84					
8/1/2024			\$40,683.19	\$40,683.19						
2/1/2025	\$1,132,305.46	1.750%	\$40,683.19	\$1,172,988.65	\$1,213,671.84					
8/1/2025			\$30,775.51	\$30,775.51						
2/1/2026	\$1,152,120.81	1.750%	\$30,775.51	\$1,182,896.32	\$1,213,671.83					
8/1/2026			\$20,694.46	\$20,694.46						
2/1/2027	\$1,172,282.92	1.750%	\$20,694.46	\$1,192,977.38	\$1,213,671.84					
8/1/2027			\$10,436.98	\$10,436.98						
2/1/2028	\$1,192,797.87	1.750%	\$10,436.98	\$1,203,234.85	\$1,213,671.83					
Total	\$8,263,240.00		\$518,791.02	\$8,782,031.02	\$8,782,031.02					



May 24, 2021

## **Comparison of Bond Structures**

A Direct Place is a loan with a single bank A Public Offering is a loan with several investors

Financing Summary of Bond Structures								
	Direct Placement	Public Offering	Difference					
Par Amount	\$8,263,240	\$8,350,000	(\$86,760)					
Costs of Issuance	\$145,000	\$175,000	(\$30,000)					
Underwriters Discount	\$0	\$54,275	(\$54,275)					
All-in TIC	2.26%	2.13%	0.13%					
POB Payments	\$8,782,031	\$8,743,283	\$38,748					
Annual POB Administration	\$24,500	\$35,000	(\$10,500)					
Residual UAL Payments	\$10,775,060	\$10,775,060	\$O					
District Contribution	\$7,700,000	\$7,700,000	\$O					
Savings	\$27,881,162	\$27,909,410	(\$28,248)					

May 24, 2021 5

## **Costs of Issuance**

Montecito Fire Protection District 2021 Pension Obligation Bonds Estimated Costs of Issuance - Direct Placement					
Description	Cost				
Hilltop Securities Professional Services (Placement Agent)	\$28,500.00				
Quint and Thimmig Professional Services (Bond Counsel)	\$50,000.00				
Capitol Public Finance Group Professional Services (Financial Advisor):	\$35,000.00				
Other Expenses Bank Counsel Trustee CDIAC Contingency	\$15,000.00 \$6,000.00 \$3,672.75 \$6,827.25				
ESTIMATED COSTS OF ISSUANCE:	\$145.000.00				

#### ESTIMATED COSTS OF ISSUANCE:

\$145,000.00



## Recommendations

Approve Bond Counsel Agreement

 Bond Counsel prepares legal documents necessary for issuance of POB

Approve Placement Agent Agreement

 Placement Agent obtains proposal/bank term sheet provides POB analysis

Approve Resolution authorizing POB

 Allows District to refinance Safety and Miscellaneous Plan UALs with a direct placement loan with Bank of the West

Approve CalPERS pre-payment

• Transfer \$7.7 million pre-payment this fiscal year



Reg. Mtg. Pg. 118

# Agenda Item #3

# Attachment A



#### STAFF REPORT

То:	Montecito Fire Protection Board of Directors
From:	Kevin Taylor, Fire Chief
Prepared by:	Araceli Nahas, Accountant
Date:	May 24, 2021
Topic:	Recommended Preliminary Budget for Fiscal Year 2021-22

#### Summary

This report will focus on the recommended Preliminary Budgets for the District's three funds: General Fund, Capital Reserves, and Land & Building.

#### **Budget Summary**

The Preliminary Budget is presented for approval by June 30. The revenue and expenditures presented for review are based on a combination of estimates and known figures. The following table provides an overview of the balanced budget for all three funds, and a consolidated total.

	GENERAL FUND	CAPITAL RESERVES	LAND & BUILDING	TOTAL
PROPERTY TAXES	19,458,500	-0-	-0-	19,458,500
OTHER REVENUE	2,049,000	465,000	20,000	2,534,000
TOTAL REVENUE	21,507,500	465,000	20,000	21,992,500
SALARIES AND BENEFITS	19,156,000	-0-	-0-	19,156,000
SERVICES AND SUPPLIES	2,391,450	-0-	500,000	2,891,450
CAPITAL ASSETS	230,000	1,020,000	1,029,500	2,279,500
TRANSFERS	450,000	-0-	-0-	450,000
LESS: TOTAL EXPENSES	22,227,450	1,020,000	1,529,500	24,776,950
CHANGES TO FUND BALANCE	(719,950)	(555,000)	(1,509,500)	(2,784,450)
NET FINANCIAL IMPACT	-0-	-0-	-0-	-0-
FUND BALANCE ON JUNE 30, 2022	7,308,000	2,460,000	2,025,000	11,793,000

#### Discussion

The Recommended Preliminary Budget provides anticipated revenues and expenses for fiscal year 2021-22, and it is presented along-side the adopted budget for the current fiscal year 2020-21 for comparison purposes. The following descriptions will detail notable variances at the line item level.

#### **General Fund Revenues**

- Property Taxes Revenue An increase of 4.2% was applied to Secured property tax (3010) and Unsecured property tax (3050) based on current projections. The total property tax increase from the prior year is \$768,500, or 4.1%. An updated assessed value will be provided in August and property tax revenues will be updated accordingly in the Final Budget.
- Interest Income (3380) A decrease in interest income is expected due to a significant decrease in the residual fund balance and lower returns from the current fixed income market. The decrease from the prior year is \$75,000.
- State and Federal Emergency Assistance (3750 and 4476) These two line items capture expected revenue from state and federal fire assignments. Total fire assignment revenue is budgeted at \$1,500,000: \$750,000 from state and \$750,000 from federal agencies. (This revenue is offset by line 6301 Overtime Reimbursable.)

#### **General Fund Expenditures – Salaries & Employee Benefits**

- Regular Salaries (6100) The budgeted salaries increased by \$1,265,000, or 15%. The calculation includes the following changes:
  - o 5% base pay increase for all employees effective July 1, 2021 as agreed upon in the MOUs
  - 12-months of salaries for three firefighters and PIO hired in March/April 2021 (the prior year budget pro-rated their annual salaries)
  - Request for approval of two additional firefighters to form 4-person engine companies. Staffing 4-person engine companies substantially improves service to our community while providing a safer working environment for staff. In addition to enhancing our Effective Response Force number (as articulated in the Fire Station Location Study), 4person engine companies are able to take immediate fire suppression actions at our very large residential structure fire incidents.
- Overtime (6300, 6301 & 6310) The overtime categories have been increased to account for the change in pay rates (5% increase), with the exception of Overtime Fire Reimbursable (6301) has been decreased to reflect the adjustment in revenue from fire assignments (lines 3750 and 4476).
- Retirement Contributions (6400) Employer contributions for the CalPERS pension programs are increasing mostly due to UAL payments. The expected increase is 387,000, or 11.8%. Classic employees are cost-sharing 12% towards pension in an effort to mitigate the rising costs, and the pending Pension Obligation Bond will also help stabilize retirement contributions in future years.
- Supplemental Retirement Contribution (6450) There are no additional contributions for pension in the next fiscal year due to the foreseeable CalPERS funding status of 95%.

#### General Fund Expenditures – Services and Supplies

Every expense line item has an "Operational" budget, which is the amount required to continue operating at the current level of service. Other descriptions are included to show one-time expenses presented for approval in the budget, and to provide more detail on the line item funding fluctuations.

• Clothing and PPE (7030) – Proposed one-time expenses include ballistic gear totaling \$19,500.

#### General Fund Expenditures – Services and Supplies (cont'd)

- Equipment Maintenance: Operations (7120) Proposed one-time expenses include new equipment and repairs for the diesel fuel tank totaling \$8,000.
- Fire Defense Zone: Hazard Mitigation (7205) A proposed one-time expense includes funds for the Structure Hardening Grant Program, a program designed to assist residents installing emberresistant vent retrofit.
- Instruments & Equipment (7348) Proposed one-time expenses include the replacement of the mobile radios fleet (\$158,000), a high-pressure hose reel at Station 92 (\$4,700), a flow-meter kit (\$6,200) and a recurring budget request to maintain the USAR equipment on an annual basis at \$10,000 per year.
- Professional and Special Services (7460) This account line item captures all professional services: legal, IT, medical exams, mapping, communications consulting, and special studies.

#### **General Fund Expenditures – Capital Assets**

- Structures and Improvements (8200) Proposed one time expenses include upgrades the loft offices and kitchen plumbing at Station 91, and a security gate, parking awning and flooring at Station 92.
- Equipment (8300) This line item is used to account for fixed assets over \$5,000, which are recorded and depreciated over an estimated useful life. Proposed one time expenses include two new cardiac monitors at the end of their service life.

-Capital Reserves (Fund 3652) – This fund maintains reserves for vehicle and apparatus replacements based on a schedule and funds transfer from the General Fund, totaling \$450,000 this year. Two staff vehicles are scheduled for replacement: Division 91 (Division Chief) and Prevention 94 (Assistant Fire Marshal).

Additionally, a new Type 1 engine (to replace Engine 92) is proposed for an early replacement (in place of Squad 91 which is scheduled for replacement). The reserve fire engine that this replaces is 25 years old and has reached the end of its service life. Replacing this engine now allows the District to standardize the two first out fire engines and provides staff with additional safety systems including airbags and roll protection. The manufacturer is projecting a \$23,000 price increase in this engine next year. All vehicles are purchased under government pricing contracts, sole source provider or through a competitive bid process.

**-Land & Building (Fund 3653)** – This fund maintains reserves for pre-development, acquisition and development costs for an additional fire station (\$2.5 million), the rental unit rebuilding project and the solar project infrastructure costs.

#### Conclusion

Staff recommends that the Board review the Preliminary Budget, and any amendments can be incorporated prior to budget approval in June. There were no amendments proposed by the Finance Committee.

#### Attachments

1. Proposed Budget for Fiscal Year 2021-22

#### **Strategic Plan Reference**

Strategic Plan Goal #9, Ensure Financial Accountability & Transparency

Reg. Mtg. Pg. 126 Finance Pg. 8

FUND	) 3650 - GENERAL FUND	Budget	Adopted Budget	Increase/	%
		FY 2021-22	FY 2020-21	(Decrease)	Change
REVE	NUES				
Proper	ty Taxes				
	Property Tax - Secured (4.2%)	\$ 18,371,500	\$ 17,631,000	740,500	
3011	Property Tax - Unitary	159,000	159,000	-	
3020	Property Tax - Unsecured (4.2%)	697,500	669,500	28,000	
3050	Property Tax - Prior Unsecured	65,000	65,000	-	
3054	Supplemental Property Tax - Current	165,500	165,500	-	
	Total Taxes Revenue	19,458,500	18,690,000	768,500	4.1%
Use of	Money and Property				
	Interest Income	75,000	150,000	(75,000)	
3409	Rental Property Income	20,000	10,000	10,000	
	Total Use of Money and Property	95,000	160,000	(65,000)	-40.6%
Intergo	overnmental Revenue - State				
3750	State-Emergency Assistance (Fire Asgmt)	750,000	1,315,000	(565,000)	
	Homeowners Property Tax Relief	79,500	79,500	-	
4310	State Grant (Cal Fire - Prevention)	150,000	150,000	-	
	Total Intergovernmental Revenue - State	979,500	1,544,500	(565,000)	-36.6%
Intergo	overnmental Revenue - Federal				
	Federal Emergency Assistance (Fire Asgmt)	750,000	1,895,000	(1,145,000)	
4610	Federal Aid for Disaster (COVID)		82,500	(82,500)	
	Total Intergovernmental Revenue - Federal	750,000	1,977,500	(1,227,500)	-62.1%
•	s for Services				
5105	Reimbursement for District Services	215,000	208,500	6,500	
	Total Charges for Services	215,000	208,500	6,500	3.1%
Miscell	aneous Revenue				
5768	Safety Member Reimbursement	-	60,000	(60,000)	
5909	Other - Miscellaneous Revenue	9,500	8,500	1,000	
	Total Miscellaneous Revenue	9,500	68,500	(59,000)	-86.1%
	TOTAL REVENUES	\$ 21,507,500	\$ 22,649,000	<u>\$(1,141,500)</u>	-5.0%

Reg. Mtg. Pg. 128 Finance Pg. 10

FUND	3650 - GENERAL FUND	E	Budg	et	Adopted Budget		Increase/	%	
				1-22	-	FY 2020-21 (Decrease)		Change	
EXPEN	NDITURES							<u> </u>	
Salaries	& Employee Benefits								
	Regular Salaries		\$	9,729,000		\$	8,464,000	1,265,000	
	Salaries	9,345,000		-, -,			-, - ,	,,	
	Add two Firefighters (includes benefits)	384,000							
6300	Overtime			193,000			184,000	9,000	
6301	Overtime - Fire Reimbursable			1,500,000			2,000,000	(500,000)	
6310	Overtime - Constant Staffing			997,000			950,000	47,000	
6400	Retirement Contributions			3,667,000			3,280,000	387,000	
6450	Supp Retirement Contribution			-			1,000,000	(1,000,000)	
6550	FICA/Medicare			172,000			152,000	20,000	
6600	Insurance Contributions			2,292,000			2,126,000	166,000	
	Health Insurance	2,066,000			1,899,500				
	Dental, Vision, Life	226,000			226,500				
6700	Unemployment Insurance			6,000			6,000	-	
6900	Workers Compensation Insurance			600,000			550,000	50,000	
	Total Salaries & Employee Benefits		\$	19,156,000		\$	18,712,000	444,000	2.4%
Service	s & Supplies								
	Clothing and PPE			70,500			153,000	(82,500)	
	Operational	51,000		,	51,000		,		
	Ballistic gear	19,500			-				
	Turnouts and Class A Uniforms	-			102,000				
7050	Communications			115,000			132,500	(17,500)	
	Operational	115,000			115,000				
	iPads/accessories for field operations	-			17,500				
7060	Food			2,500			2,500	-	
7070	Household Supplies			33,000			33,000	-	
	Operational	33,000			33,000				
7090	Insurance: Liability/Auto/Prop.			45,000			42,000	3,000	
7120	Equipment Maintenance (Operations)			58,000			50,000	8,000	
	Operational	50,000							
	Fuel tank repairs and spill kit	8,000							
7200	Structure and Ground Maintenance			38,500			103,500	(65,000)	
	Operational	38,500			38,500				
	Rental unit repairs (1259 EVR)	-			35,000				
	Solar/generator integration	-			30,000				
7205	Fire Defense Zone (Hazard Mitigation)			435,000			385,000	50,000	
	Operational	385,000			385,000				
	Structure Hardening Grant Program	50,000			-				
7322	0 0			2,000			2,000	-	
7324	Audit and Accounting Fees			30,000			30,000	-	

Reg. Mtg. Pg. 130 Finance Pg. 12

FUND	3650 - GENERAL FUND	Budg	get	Adopted	Budget	Increase/	%
		FY 2021-22		FY 202	20-21	(Decrease)	Change
7348	Instruments & Equipment		189,900		132,000	57,900	
	Hose equipment and maintenance	6,000		6,000			
	Rope rescue equipment and maint	5,000		69,000			
	USAR equipment maintenance	10,000		-			
	Mobile radios fleet replacement	158,000		-			
	Flowmeter kit	6,200		-			
	High Pressure Hose Reel	4,700		-			
	Dosimeters and blower	-		11,500			
	RAWS unit upgrade	-		3,500			
	New E91 Equipment	-		42,000			
7363	Equipment Maintenance (Vehicles)		80,000		140,000	(60,000)	
	Operational	80,000		80,000		-	
	Mechanic shop tools/equipment	-		40,500		-	
	Engine nozzles and tool mounts	-		12,500		-	
	Truck lift gate	-		7,000		-	
7400	Medical & First Aid Supplies		43,000		83,000	(40,000)	
	Operational	43,000		43,000		-	
	AEDs (10) and ALS supplies	-		40,000		-	
7430	Memberships		14,000		14,000	-	
7450	Office Expense		20,000		84,500	(64,500)	
	Operational	20,000		27,500		-	
	Office furniture - Prevention	-		17,000		-	
	Computers	-		40,000		-	
7456	IT Hardware < \$5,000		17,500	-		17,500	
	Operational	7,500					
	iPad and laptop replacements	10,000					
7460	Professional and Special Services		565,000		460,500	104,500	
	Operational	283,500		310,500			
	Debris Flow Risk Map update	76,500		60,000			
	Evacuation Analysis (excl initial pmt)	60,000		50,000			
	Facilities Project Manager	20,000		20,000			
	Vegetation Mgmt Programmatic EIR	100,000		-			
	Telecommunications Engineering	25,000		-			
7507	Fire Station Location Study	-	0.500	20,000	0.500		
7507	ADP Payroll Fees		8,500		8,500	- (7.05.0)	
7510 7530	Contractual Services Publications & Legal Notices		132,050 6,000		140,000 6,000	(7,950)	
	-					-	
7540 7546	Rents & Leases - Equipment Administrative Tax Expense		4,000 200,000		4,000 245,000	- (45,000)	
7580	Rents & Leases - Structure (Gibraltar)		9,500		243,000 9,500	(43,000)	
7630	Small Tools & Instruments		14,000		9,500 14,000	-	
, 050	Operational	11,000	17,000	11,000	14,000	_	
	HazMat team equipment	3,000		3,000		-	
7650	Special District Expense	5,000	20,500	5,000	65,500	(45,000)	
, 050	Operational (permits, fees, other)	20,500	20,000	25,500	05,500	(5,000)	
	Board Elections			15,000		-	
	Home Hardening Grant Program	-		25,000		-	
	Home Hardening Orallic Flogram	-		23,000		-	

Reg. Mtg. Pg. 132 Finance Pg. 14

FUND	3650 - GENERAL FUND		Budget	Adopt	ed Budget	Increase/	%
TONE	SOSO - GENERALI OND		2021-22	-	2020-21	(Decrease)	Change
7671	Spacial Projects		17,500		17,500		change
7071	Special Projects Prevention mailers	10,000	17,500	10,000	17,500	-	
	Public Education materials	,					
7720		7,500	2E 000	7,500	25,000		
	Transportation and Travel Gasoline/Oil/Fuel		35,000 60,000		35,000 60,000	-	
	Training		80,000		40,000	40,000	
1152	Operational	80,000	80,000	30,000	40,000	40,000	
	New hire academy	80,000		10,000			
7760	Utilities	_	45,500	10,000	45,500	-	
	Total Services & Supplies		2,391,450		2,538,000	(146,550)	-5.8%
Capital			470.000			25.000	
8200	Structures & Improvements		170,000		135,000	35,000	
	Station 91: Loft upgrades, plumbing						
0200	Station 92: Gate, parking upgrades, flooring		c0 000		1 1 4 2 0 0 0	(1.082.000)	
8300	Equipment ALS equipment - cardiac monitor (2)	60,000	60,000	30,000	1,142,000	(1,082,000)	
	SCBA system replacement			502,000			
	Radio Comm Simulcast System	-		590,000			
	Thermal imager cameras	-	-	20,000	-	-	
	Total Capital Assets		230,000		1,277,000	(1,047,000)	-82.0%
	TOTAL EXPENDITURES		21,777,450		22,527,000	(749,550)	-3.3%
04h au 5							
	inancing Uses Tfr To Capital Reserves Fund (3652)		450,000		475,000	(25,000)	
	Total Other Financing Uses		450,000		475,000	(25,000)	
-	s to Fund Balances se to Committed						
	Salaries and Retirement Contribution		-		1,000,000	(1,000,000)	
	Decrease to Committed				1,000,000	(1,000,000)	
	Decrease to committee		-		1,000,000	(1,000,000)	
Decreas	se to Unassigned						
	Unassigned Fund Balance		719,950		-	719,950	
	Decrease to Unassigned		719,950		-	719,950	
Incrose	e to Unassigned						
	Unassigned Fund Balance		_		647,000	(647,000)	
5540	Increases to Unassigned				647,000	(647,000)	
	-		740.050				
	TOTAL CHANGES TO FUND BALANCES		719,950		353,000	366,950	
	Net Financial Impact		<u>\$</u> -		<u>\$ -</u>	<u>\$</u> -	

Reg. Mtg. Pg. 134 Finance Pg. 16

FUND 3650 - GENERAL FUND	ND 3650 - GENERAL FUND Budget		Adopted Budget		Increase/	%
	FY 2021-22		FY 2020-21		(Decrease)	Change
Fund 3650 Fund Balance Detail						
Fund Balance - Nonspendable (County)	\$	123,260	\$	123,260		
Fund Balance - Restricted (by County)		20,000		85,919		
*Reserves: Catastrophic		2,710,000		2,710,000		
*Reserves: Economic Uncertainties		4,330,000		4,330,000		
Fund Balance - Unrestricted Residual		125,050		845,000		
Projected Fund Balance at Year End	\$	7,308,310	\$	8,094,179		

\*Reserves Policy adopted as part of Capitol PFG Financial Analysis recommendations.

Reg. Mtg. Pg. 136 Finance Pg. 18

FUND 3652 - CAPITAL RESERVES FUND	Budget	Adopted Budget	Increase/	%
	FY 2021-22	FY 2020-21	(Decrease)	Change
REVENUES				
Use of Money and Property				
3380 Interest Income	<u>\$ 15,000</u>	<u>\$ 32,500</u>	<u>\$ (17,500)</u>	
Total Use of Money and Property	15,000	32,500	(17,500)	-53.8%
Other Financing Sources				
5910 Transfer from General Fund (3650)	450,000	475,000	(25,000)	
Total Financing Sources	450,000	475,000	(25,000)	-5.3%
_				
TOTAL REVENUES	\$ 465,000	<u>\$ 507,500</u>	<u>\$ (42,500)</u>	-8.4%
EXPENDITURES				
Capital Assets				
8300 Equipment				
Vehicle (Prevention 94)	\$ 65,000	\$-		
Vehicle (Division 91)	80,000	-		
Type 1 Engine (Engine 92)	875,000	-		
Vehicle (Battalion Chief 96)	-	80,000		
Vehicle compressor (Repair 91)		14,000		
Total Capital Assets	1,020,000	94,000	926,000	
TOTAL EXPENDITURES	\$ 1,020,000	<u>\$ 94,000</u>	<u>\$ 926,000</u>	985.1%
Changes to Fund Balances				
Changes to Fund Balances Decrease to Assigned				
Purpose of Fund	555,000	_	555,000	
Decrease to Assigned	555,000		555,000	
	333,000		333,000	
Increase to Assigned				
9901 Purpose of Fund		413,500	(413,500)	
Increase to Assigned	-	413,500	(413,500)	-100.0%
TOTAL CHANGES TO FUND BALANCES	555,000	(413,500)	968,500	-234.2%
Net Financial Impact	<u>\$</u>	<u>\$ -</u>	<u>\$ -</u>	
Fund 3652 Fund Balance Detail				
Fund Balance - Restricted (by County)	2,100	18,161		
Fund Balance - Assigned	2,459,072	3,014,072		
Projected Fund Balance at Year End	2,461,172	3,032,233		

Reg. Mtg. Pg. 138 Finance Pg. 20

FUND 3653 - LAND & BUILDING FUND*	Budget	Adopted Budget	Increase/	%
	FY 2021-22	FY 2020-21	(Decrease)	Change
REVENUES				
Use of Money and Property 3380 Interest Income	<u>\$ 20,000</u>	<u>\$ 95,000</u>	<u>\$ (75,000)</u>	
Total Use of Money and Property	20,000	95,000	(75,000)	-78.9%
TOTAL REVENUES	\$ 20,000	<u>\$ 95,000</u>	<u>\$ (75,000)</u>	-78.9%
EXPENDITURES				
Services and Supplies				
7460 Professional and Special Services	500,000		500,000	
Total Services and Supplies	500,000	-	500,000	
Capital Assets				
8100 Land	-	200,000	(200,000)	
8200 Structures and Improvements				
Rental property rebuild	750,000	1,000,000	(250,000)	
Solar project infrastructure	279,500	279,500		
Total Capital Assets	1,029,500	1,479,500	(450,000)	-30.4%
TOTAL EXPENDITURES	<u>\$    1,529,500</u>	<u>\$ 1,479,500</u>	<u>\$ 50,000</u>	3.4%
Changes to Fund Balances Decrease to Assigned				
9901 Purpose of Fund	1,509,500	1,384,500	125,000	
Decrease to Assigned	1,509,500	1,384,500	125,000	9.0%
Decrease to Assigned	1,509,500	1,564,500	125,000	9.0%
TOTAL CHANGES TO FUND BALANCES	1,509,500	1,384,500	125,000	9.0%
Net Financial Impact	<u>\$</u>	<u>\$</u>	<u>\$ -</u>	
Fund 3653 Fund Balance Detail				
Fund Balance - Restricted (by County)	5,000	44,235		
Fund Balance - Assigned (Solar Project)	279,500	279,500		
Fund Balance - Assigned (Rental Prop)	750,000	750,000		
Fund Balance - Assigned (Joint Fire Sta)	2,500,000	2,500,000		
Less changes to FB Assigned	(1,509,500)			
Projected Fund Balance at Year End	2,025,000	3,573,735		

\*Eastern Montecito property acquisition and fire station construction fund as recommended in the November 2014 Standards of Coverage Study adopted by the Board of Directors on January 21, 2015.

Reg. Mtg. Pg. 140 Finance Pg. 22



## Preliminary Budget

May 24, 2021



MONTECITO FIRE DEPARTMENT

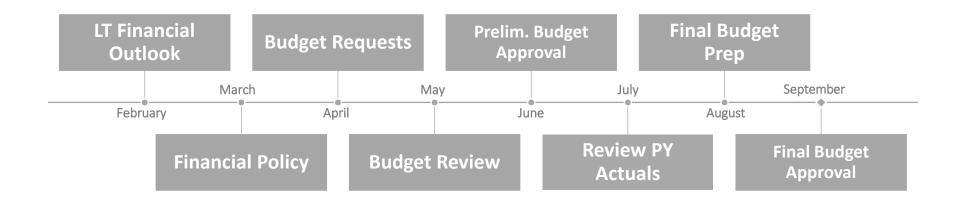
An Independent Fire District

## Introduction

- Budget Calendar
- Pension Obligation Bond Impacts
- Staff Budget Process
- Line Item Requests and Prioritization

#### **Preliminary Budget**

## **Budget Calendar**



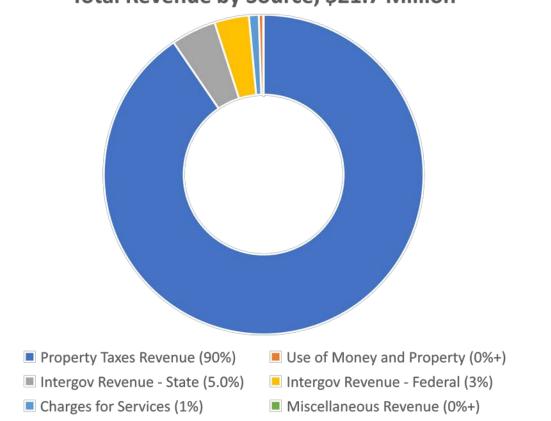
#### Preliminary Budget

## **Pension Obligation Bond Impacts**

- POB terms and loan repayment structure unknown during budget development
- Assumes \$7.7 million dollar contribution sent to CalPERS in FY 21
- Presented budget includes \$1.9 million in CalPERS UAL payments

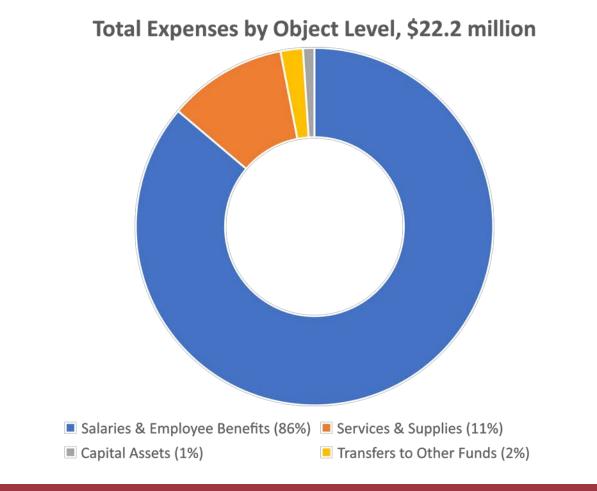
#### **Preliminary Budget**

# **Revenue: General Fund**

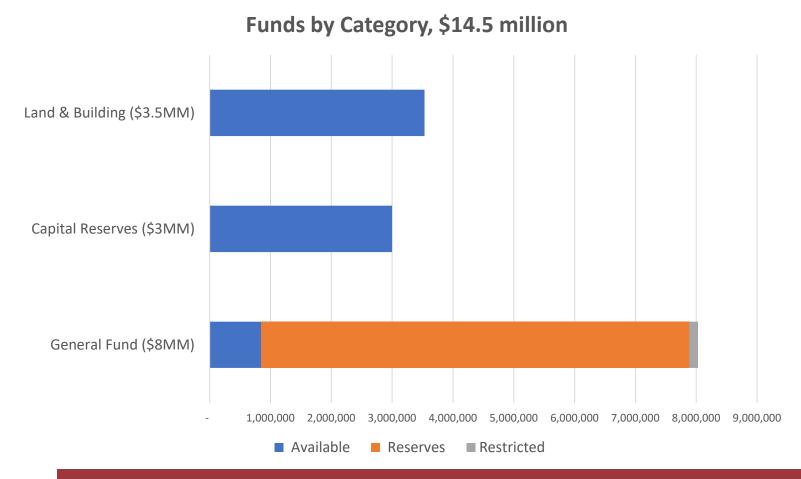


## Total Revenue by Source, \$21.7 Million

# **Expenses: General Fund**



# Fund Balances on July 1, 2021



# **Preliminary Budget Overview**

	GENERAL	CAPITAL	LAND &	
	FUND	RESERVES	BUILDING	TOTAL
PROPERTY TAXES	19,458,500	-0-	-0-	19,458,500
OTHER REVENUE	2,049,000	465,000	20,000	2,534,000
TOTAL REVENUE	21,507,500	465,000	20,000	21,992,500
SALARIES AND BENEFITS	19,156,000	-0-	-0-	19,156,000
SERVICES AND SUPPLIES	2,391,450	-0-	500,000	2,891,450
CAPITAL ASSETS	230,000	1,020,000	1,029,500	2,279,500
TRANSFERS	450,000	-0-	-0-	450,000
LESS: TOTAL EXPENSES	22,227,450	1,020,000	1,529,500	24,776,950
CHANGES TO FUND BALANCE	(719,950)	(555,000)	(1,509,500)	(2,784,450)
<b>NET FINANCIAL IMPACT</b>	-0-	-0-	-0-	-0-
FUND BALANCE ON JUNE 30, 2022	7,308,000	2,460,000	2,025,000	11,793,000

# **Budget Priorities**

- Enhance Service Levels to keep our Community Safe
- Provide for Firefighter Mental, Physical, and Spiritual Health/Safety
- Maintain Existing Infrastructure
- Maintain Modern Service Delivery Fleet

## **Enhance Service Levels to keep our Community Safe**

- Addition of Two Firefighters \$384,000
- Debris Flow Risk Map Update \$76,500
- Structure Hardening Grant Program \$50,000
- Vegetation Management Programmatic EIR \$100,000
- Evacuation Study \$60,000 (Board approved in April)
- Advanced Life Support Equipment \$60,000

## **Provide for Firefighter Mental, Physical, and Spiritual Health/Safety**

- Mobile Radios Replacement \$158,000
- Telecommunications Engineering Study 25,000
- Personal Protective Equipment Enhancement \$19,500
- Firefighter Safety Equipment \$27,000

# **Maintain Existing Infrastructure**

- Loft Office Renovations (Station 91)
- Kitchen Plumbing Repairs (Station 91)
- Security Gate (Station 92)
- Parking Awning (Station 92)
- Flooring Replacement (Station 92)

Total Budget Allocation = \$170,000

# Maintain Modern Service Delivery Fleet

- Prevention 94 \$65,000 (scheduled FY 21)
- Division Chief 91 \$80,000 (scheduled FY 22)
- Type 1 Engine 92 \$875,000 (scheduled FY 23)

## **Summary**

• Presented preliminary budget is balanced and meets the organization's priorities

• Preliminary budget scheduled for approval at the June 28 Board Meeting

# Attachment B

#### Variance Report Finance Committee - May 19, 2021

	Report	Line Item	Variance Explanation
1	Balance Sheet	0115	Fair market value adjustments posted by the County on a quarterly basis. The balancing entry falls under Equity in line item 2120 Fund Balance - Restricted for all funds.
2	Balance Sheet	0130	Funds held with the rental property management company.
3	Balance Sheet	0211	Property tax revenue impounded by the Auditor-Controller's Office due to large assessment appeals that have not been settled. The receivable amount is expected to be released this fiscal year.
4	Balance Sheet	1015 & 1210	The EFT and accounts payable accounts reflect expenses entered by month-end, but disbursement payment wasn't completed until the next month.
5	Balance Sheet	2110	Fund Balance - Nonspendable is for property tax impounds posted by the Auditor- Controller's Office. The funds are expected to be released into the residual fund balance this fiscal year.
6	Balance Sheet	2130	Fund Balance - Committed maintains the District's Catastrophic and Economic Uncertainties reserve balances of \$7,040,000.
7	Financial Status	Taxes	Property tax revenue is in line with past years - we expect to collect 55% of total budgeted revenue by December month-end, and 95% by April month-end.
8	Financial Status	3750 & 4476	The State- and Federal-Emergency Assistance line items include all fire assignment revenue. The Mutual Aid Billing report details the cumulative \$3.25 million in revenue expected this fiscal year.
9	Financial Status	5768	This line item is used to capture funds received from the worker's compensation administrators on behalf of employees out on work injuries.
10	Financial Status	7200	Expenses in this line item will fall short of the total budgeted amount due to budgeted projects that will not be completed by the fiscal year end.
11	Financial Status	7363	Year to date expenses are higher this fiscal year due to major repairs to engines and significantly higher usage of all apparatus and staff vehicles due to a busy fire season.
12	Financial Status	7400	Expenses in this line item will fall short of the total budgeted amount due to equipment that will not be purchased this fiscal year.
13	Financial Status	7546	Property Tax Administration fees paid to the County of SB.
14	Financial Status	7650	There are anticipated expenses of \$25,000 for the Home Hardening Structure Grant that will be incurred by June 30.
15	Financial Status	8200	There are anticipated expenses of \$55,000 for the updates to the HVAC system expected to be completed by June 30.
16	Financial Status	8300	Budgeted expenses for the Radio Communication Simulcast System (\$590k) will not be incurred this fiscal year.
	I		

#### Variance Report Finance Committee - May 19, 2021

	Report	Line Item	Variance Explanation
17	Revenue Transactions	3010	The second installment of secured property tax revenue was received in April. Additional (smaller) payments are expected in June.
18	Revenue Transactions	3750 & 4476	Fire reimbursements received for assignments from this fiscal year. The Mutual Aid Billing report details all payments received year-to-date.
19	Revenue Transactions	5919	Revenue is for two staff vehicles approved as excess that were sold through US Auction.
20	Financial Trend	6301	Overtime - Reimbursable is significantly higher this fiscal year because of a busy fire season. This expense is offset by the \$3.25 million in fire assignment revenue, as mentioned in Note #8 above.
21	Financial Trend	7205	The annual budget for hazard mitigation was increased this year because the Cal Fire grant has allowed for the expansion of various mitigation projects.
22	Expenditure Trend	6100	Regular salaries included three payroll runs in April.

## **Balance Sheet**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund; Page Break At = Fund

	Beginning Balance 7/1/2020	Year-To-Date Debits	Year-To-Date Credits	Ending Balance 4/30/2021	
Assets & Other Debits					
Assets					
0110 Cash in Treasury	12,357,871.12	32,571,733.43	29,677,392.36	15,252,212.19	
0115 Treasury FMV Adjustment	85,919.27	10,847.52	89,044.17	7,722.62	-
0120 Imprest Cash	500.00	0.00	0.00	500.00	
0130 Cash with Fiscal Agents	8,981.46	0.00	1,258.45	7,723.01	
0211 Prop Tax Impounds Receivable	206,229.00	0.00	0.00	206,229.00	
0230 Accounts Receivable	323,696.00	0.00	323,696.00	0.00	
0240 Interest Receivable	38,966.76	32,071.05	71,037.81	0.00	
Total Assets	13,022,163.61	32,614,652.00	30,162,428.79	15,474,386.82	
Total Assets & Other Debits	13,022,163.61	32,614,652.00	30,162,428.79	15,474,386.82	
Liabilities, Equity & Other Credits					
Liabilities					
1010 Warrants Payable	0.00	672,434.87	672,434.87	0.00	
1015 EFT Payable	0.00	7,790,583.58	7,790,583.58	0.00	
1020 Salaries & Benefits Payable	29,424.00	29,424.00	0.00	0.00	
1210 Accounts Payable	353,360.99	8,469,327.03	8,241,532.13	125,566.09	
1240 Accrued Expenses	5,262.00	5,262.00	0.00	0.00	
1730 Unidentified Deposits	0.00	3,464,653.01	3,464,653.01	0.00	
Total Liabilities	388,046.99	20,431,684.49	20,169,203.59	125,566.09	
Equity					
2110 Fund Balance-Nonspendable	123,260.00	0.00	0.00	123,260.00	
2120 Fund Balance-Restricted	85,919.27	89,044.17	10,847.52	7,722.62	
2130 Fund Balance-Committed	7,878,500.00	1,058,000.00	220,000.00	7,040,500.00	
2200 Fund Balance-Residual	4,546,437.35	56,430,510.71	60,061,411.47	8,177,338.11	
Total Equity	12,634,116.62	57,577,554.88	60,292,258.99	15,348,820.73	



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund; Page Break At = Fund

	Beginning Balance	Year-To-Date	Year-To-Date	Ending Balance
	7/1/2020	Debits	Credits	4/30/2021
Total Liabilities, Equity & Other Credits	13,022,163.61	78,009,239.37	80,461,462.58	15,474,386.82



## **Balance Sheet**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund; Page Break At = Fund

#### Fund 3652 -- Montecito Fire Cap Outlay Res

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2,144.44
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2,144.44
2,600,571.87
-30,469.78
2,572,246.53
2,572,246.53



## **Balance Sheet**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund; Page Break At = Fund

#### Fund 3653 -- Montecito Fire Land & Building

	Beginning Balance 7/1/2020	Year-To-Date Debits	Year-To-Date Credits	Ending Balance 4/30/2021
Assets & Other Debits				
Assets				
0110 Cash in Treasury	6,362,372.09	44,996.53	122,111.87	6,285,256.75
0115 Treasury FMV Adjustment	44,235.00	0.00	38,942.66	5,292.34
0240 Interest Receivable	19,607.41	25,389.12	44,996.53	0.00
Total Assets	6,426,214.50	70,385.65	206,051.06	6,290,549.09
Total Assets & Other Debits	6,426,214.50	70,385.65	206,051.06	6,290,549.09
Liabilities, Equity & Other Credits				
Liabilities				
1010 Warrants Payable	0.00	61,443.99	61,443.99	0.00
1015 EFT Payable	0.00	25,392.88	25,392.88	0.00
1210 Accounts Payable	2,175.00	86,836.87	84,661.87	0.00
Total Liabilities	2,175.00	173,673.74	171,498.74	0.00
Equity				
2120 Fund Balance-Restricted	44,235.00	38,942.66	0.00	5,292.34
2140 Fund Balance-Assigned	6,379,804.50	0.00	0.00	6,379,804.50
2200 Fund Balance-Residual	0.00	1,677,323.53	1,582,775.78	-94,547.75
Total Equity	6,424,039.50	1,716,266.19	1,582,775.78	6,290,549.09
Total Liabilities, Equity & Other Credits	6,426,214.50	1,889,939.93	1,754,274.52	6,290,549.09



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget	
Revenues		· .			
Taxes					
3010 Property Tax-Current Secured	17,631,000.00	17,008,889.49	-622,110.51	96.47 %	
3011 Property Tax-Unitary	159,000.00	92,447.47	-66,552.53	58.14 %	
3015 PT PY Corr/Escapes Secured	0.00	57,684.86	57,684.86		
3020 Property Tax-Current Unsecd	669,500.00	611,204.67	-58,295.33	91.29 %	
3023 PT PY Corr/Escapes Unsecured	0.00	6,661.90	6,661.90		
3040 Property Tax-Prior Secured	0.00	-2,158.49	-2,158.49		
3050 Property Tax-Prior Unsecured	65,000.00	11,915.33	-53,084.67	18.33 %	
3054 Supplemental Pty Tax-Current	165,500.00	52,904.15	-112,595.85	31.97 %	
3056 Supplemental Pty Tax-Prior	0.00	-369.83	-369.83		
Taxes	18,690,000.00	17,839,179.55	-850,820.45	95.45 %	7
Fines, Forfeitures, and Penalties					
3057 PT-506 Int, 480 CIOS/CIC Pen	0.00	695.12	695.12		
Fines, Forfeitures, and Penalties	0.00	695.12	695.12		
Use of Money and Property					
3380 Interest Income	150,000.00	32,071.05	-117,928.95	21.38 %	
3381 Unrealized Gain/Loss Invstmnts	-78,197.00	-78,196.65	0.35	100.00 %	
3409 Other Rental of Bldgs and Land	10,000.00	0.00	-10,000.00	0.00 %	
Use of Money and Property	81,803.00	-46,125.60	-127,928.60	-56.39 %	
Intergovernmental Revenue-State					
3750 State-Emergency Assistance	1,315,000.00	1,025,121.40	-289,878.60	77.96 %	8
4220 Homeowners Property Tax Relief	79,500.00	65,439.92	-14,060.08	82.31 %	
4310 State Grant (Cal Fire Prevention)	150,000.00	117,635.00	-32,365.00	78.42 %	
Intergovernmental Revenue-State	1,544,500.00	1,208,196.32	-336,303.68	78.23 %	



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget	
Intergovernmental Revenue-Federal					
4476 Federal Emergency Assistance	1,895,000.00	1,804,377.59	-90,622.41	95.22 %	8
4610 Federal Aid for Disaster (COVID relief)	82,500.00	0.00	-82,500.00	0.00 %	
Intergovernmental Revenue-Federal	1,977,500.00	1,804,377.59	-173,122.41	91.25 %	
Charges for Services					
5105 Reimb for District Services	208,500.00	154,318.72	-54,181.28	74.01 %	
Charges for Services	208,500.00	154,318.72	-54,181.28	74.01 %	
Miscellaneous Revenue					
5768 Safety Member Reimbursement	60,000.00	61,831.35	1,831.35	103.05 %	9
5769 State Reimbursements	0.00	-10,877.56	-10,877.56		
5895 Other-Donations	0.00	1,305.00	1,305.00		
5909 Other Miscellaneous Revenue	8,500.00	7,215.33	-1,284.67	84.89 %	
Miscellaneous Revenue	68,500.00	59,474.12	-9,025.88	86.82 %	
Revenues	22,570,803.00	21,020,115.82	-1,550,687.18	93.13 %	
Expenditures					
Salaries and Employee Benefits					
6100 Regular Salaries	8,464,000.00	7,221,203.59	1,242,796.41	85.32 %	
6300 Overtime	184,000.00	55,175.49	128,824.51	29.99 %	
6301 Overtime - Reimbursable	2,000,000.00	1,898,079.30	101,920.70	94.90 %	
6310 Overtime - Constant Staffing	950,000.00	484,935.29	465,064.71	51.05 %	
6400 Retirement Contribution	3,280,000.00	2,867,534.68	412,465.32	87.42 %	
6450 Supp Retirement Contribution	1,000,000.00	1,000,000.00	0.00	100.00 %	
6550 FICA/Medicare	152,000.00	132,870.24	19,129.76	87.41 %	
6600 Health Insurance Contrib	2,126,000.00	1,682,723.89	443,276.11	79.15 %	
6700 Unemployment Ins Contribution	6,000.00	5,912.18	87.82	98.54 %	
6900 Workers Compensation	550,000.00	550,867.83	-867.83	100.16 %	

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget	
Salaries and Employee Benefits	18,712,000.00	15,899,302.49	2,812,697.51	84.97 %	
Services and Supplies					
7030 Clothing and Personal	153,000.00	120,406.66	32,593.34	78.70 %	
7050 Communications	132,500.00	94,255.97	38,244.03	71.14 %	
7060 Food	2,500.00	2,243.41	256.59	89.74 %	
7070 Household Supplies	33,000.00	24,381.70	8,618.30	73.88 %	
7090 Insurance	42,000.00	42,895.70	-895.70	102.13 %	
7120 Equipment Maintenance (Operations)	50,000.00	50,632.58	-632.58	101.27 %	
7200 Structure & Ground Maintenance	103,500.00	16,662.08	86,837.92	16.10 %	10
7205 Fire Defense Zone	385,000.00	280,597.58	104,402.42	72.88 %	
7322 Consulting & Mgmt Fees	2,000.00	420.00	1,580.00	21.00 %	
7324 Audit and Accounting Fees	30,000.00	20,157.00	9,843.00	67.19 %	
7348 Instruments & Equip. < \$5000	132,000.00	97,538.61	34,461.39	73.89 %	
7363 Equipment Maintenance (Vehicles)	140,000.00	172,055.40	-32,055.40	122.90 %	11
7400 Medical, Dental and Lab	83,000.00	30,201.95	52,798.05	36.39 %	12
7430 Memberships	14,000.00	9,973.45	4,026.55	71.24 %	
7450 Office Expense	84,500.00	35,519.16	48,980.84	42.03 %	
7460 Professional & Special Service	460,500.00	320,014.48	140,485.52	69.49 %	
7507 ADP Payroll Fees	8,500.00	5,747.34	2,752.66	67.62 %	
7510 Contractual Services	140,000.00	95,153.15	44,846.85	67.97 %	
7530 Publications & Legal Notices	6,000.00	4,066.35	1,933.65	67.77 %	
7540 Rents/Leases-Equipment	4,000.00	4,231.23	-231.23	105.78 %	
7546 Administrative Expense	245,000.00	198,575.00	46,425.00	81.05 %	13
7580 Rents/Leases-Structure	9,500.00	9,558.12	-58.12	100.61 %	
7630 Small Tools & Instruments	14,000.00	5,062.44	8,937.56	36.16 %	
7650 Special Departmental Expense	65,500.00	21,942.23	43,557.77	33.50 %	14
7671 Special Projects	17,500.00	1,239.99	16,260.01	7.09 %	



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget	
7730 Transportation and Travel	35,000.00	32,844.52	2,155.48	93.84 %	
7731 Gasoline-Oil-Fuel	60,000.00	39,496.01	20,503.99	65.83 %	
7732 Training	40,000.00	29,601.48	10,398.52	74.00 %	
7760 Utilities	45,500.00	53,575.44	-8,075.44	117.75 %	
Services and Supplies	2,538,000.00	1,819,049.03	718,950.97	71.67 %	
Capital Assets					
8200 Structures&Struct Improvements	135,000.00	53,358.62	81,641.38	39.52 %	15
8300 Equipment	1,142,000.00	533,701.57	608,298.43	46.73 %	16
Capital Assets	1,277,000.00	587,060.19	689,939.81	45.97 %	
Expenditures	22,527,000.00	18,305,411.71	4,221,588.29	81.26 %	
Other Financing Sources & Uses					
Other Financing Uses					
7901 Oper Trf (Out)	475,000.00	0.00	475,000.00	0.00 %	
Other Financing Uses	475,000.00	0.00	475,000.00	0.00 %	
Other Financing Sources & Uses	-475,000.00	0.00	475,000.00	0.00 %	
Changes to Fund Balances					
Decrease to Restricted					
9797 Unrealized Gains	89,045.00	89,044.17	-0.83	100.00 %	
Decrease to Restricted	89,045.00	89,044.17	-0.83	100.00 %	
Decrease to Committed					
9850 Salary & Retirement Offset	1,000,000.00	1,000,000.00	0.00	100.00 %	
Decrease to Committed	1,000,000.00	1,000,000.00	0.00	100.00 %	
Increase to Restricted					
9797 Unrealized Gains	10,848.00	10,847.52	0.48	100.00 %	

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Increase to Restricted	10,848.00	10,847.52	0.48	100.00 %
Changes to Fund Balances	1,078,197.00	1,078,196.65	-0.35	100.00 %
Montecito Fire Protection Dist	647,000.00	3,792,900.76	3,145,900.76	586.23 %



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3652 -- Montecito Fire Cap Outlay Res

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 Interest Income	32,500.00	10,357.72	-22,142.28	31.87 %
3381 Unrealized Gain/Loss Invstmnts	-16,018.00	-16,016.50	1.50	99.99 %
Use of Money and Property	16,482.00	-5,658.78	-22,140.78	-34.33 %
Revenues	16,482.00	-5,658.78	-22,140.78	-34.33 %
Expenditures				
Capital Assets				
8200 Structures&Struct Improvements	0.00	0.00	0.00	
8300 Equipment	94,000.00	75,277.50	18,722.50	80.08 %
Capital Assets	94,000.00	75,277.50	18,722.50	80.08 %
Expenditures	94,000.00	75,277.50	18,722.50	80.08 %
Other Financing Sources & Uses				
Other Financing Sources				
5910 Oper Trf (In)-General Fund	475,000.00	0.00	-475,000.00	0.00 %
5919 Sale Capital Assets-Prsnl Prop	0.00	34,450.00	34,450.00	
Other Financing Sources	475,000.00	34,450.00	-440,550.00	7.25 %
Other Financing Sources & Uses	475,000.00	34,450.00	-440,550.00	7.25 %
Changes to Fund Balances				
Decrease to Restricted				
9797 Unrealized Gains	16,018.00	16,016.50	-1.50	99.99 %
Decrease to Restricted	16,018.00	16,016.50	-1.50	99.99 %
Changes to Fund Balances	16,018.00	16,016.50	-1.50	99.99 %
Montecito Fire Cap Outlay Res	413,500.00	-30,469.78	-443,969.78	-7.37 %



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3653 -- Montecito Fire Land & Building

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	4/30/2021 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 Interest Income	95,000.00	25,389.12	-69,610.88	26.73 %
3381 Unrealized Gain/Loss Invstmnts	-38,944.00	-38,942.66	1.34	100.00 %
Use of Money and Property	56,056.00	-13,553.54	-69,609.54	-24.18 %
Revenues	56,056.00	-13,553.54	-69,609.54	-24.18 %
Expenditures				
Services and Supplies				
7460 Professional & Special Service	0.00	468.00	-468.00	
Services and Supplies	0.00	468.00	-468.00	
Capital Assets				
8100 Land	200,000.00	0.00	200,000.00	0.00 %
8200 Structures&Struct Improvements	1,279,500.00	119,468.87	1,160,031.13	9.34 %
Capital Assets	1,479,500.00	119,468.87	1,360,031.13	8.07 %
Expenditures	1,479,500.00	119,936.87	1,359,563.13	8.11 %
Changes to Fund Balances				
Decrease to Restricted				
9797 Unrealized Gains	38,944.00	38,942.66	-1.34	100.00 %
Decrease to Restricted	38,944.00	38,942.66	-1.34	100.00 %
Decrease to Assigned				
9901 Purpose of Fund	1,384,500.00	0.00	-1,384,500.00	0.00 %
Decrease to Assigned	1,384,500.00	0.00	-1,384,500.00	0.00 %
Changes to Fund Balances	1,423,444.00	38,942.66	-1,384,501.34	2.74 %
Montecito Fire Land & Building	0.00	-94,547.75	-94,547.75	



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3653 -- Montecito Fire Land & Building

Line Item Account		6/30/2021	4/30/2021	6/30/2021	6/30/2021
		Fiscal Year	Year-To-Date	Fiscal Year	Fiscal Year
		Adjusted Budget	Actual	Variance	Pct of Budget
	Net Financial Impact	1,060,500.00	3,667,883.23	2,607,383.23	345.86 %



## **Revenue Transactions**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Document	Post On	Dept	Description	Amount	
Line Item Accoun	t 3010 Prop	erty Ta	x-Current Secured		
AUT - PT03550	4/19/2021	894	EST 2020SEC 1%Collections 1-1-21 to 4-15-21 (3010)	7,230,804.92	17
JE - 0215559	4/19/2021	894	Sec 1/4% Admin Fee 20/21 per Gov't Code29142(3010)	-44,583.82	
			Total Property Tax-Current Secured	7,186,221.10	
Line Item Accoun	t 3011 Prop	erty Ta	x-Unitary		
JE - 0215557	4/19/2021	894	Unitary1/4%AdminFee 20/21 perGov't Code29142(3011)	-464.60	
			Total Property Tax-Unitary	-464.60	
Line Item Accoun	t 3020 Prop	erty Ta	x-Current Unsecd		
JE - 0215558	4/19/2021	894	Unsec1/4% Admin Fee 20/21 per Gov'tCode29142(3020)	-1,607.06	
			Total Property Tax-Current Unsecd	-1,607.06	
Line Item Accoun	t 3380 Inter	est Inco	ome		
AUT - INTACCR	3/31/2021	894	INTEREST APPORTIONMENT ACCRUAL	9,191.63	
			Total Interest Income	9,191.63	
Line Item Accoun	t 3381 Unre	ealized (	Gain/Loss Invstmnts		
AUT - FMV0321	3/31/2021	894	FMV ADJUSTMENTS	-30,443.87	1
			Total Unrealized Gain/Loss Invstmnts	-30,443.87	
Line Item Accoun	t 3750 State	e-Emerg	gency Assistance		
DJE - 0139870	3/24/2021	894	SCU Lighting Complex, 8/26-9/3/20	133,827.97	
DJE - 0139870	3/24/2021	894	Moc Fire, 8/21-8/26/20	90,589.25	
DJE - 0139870	3/24/2021	894	Holser Fire, 8/17-8/21/20	67,834.95	
DJE - 0139870	3/24/2021	894	Apple Fire, 8/1-8/10/20	53,682.10	
DJE - 0139870	3/24/2021	894	BTU Lightning Complex, 9/3-9/9/20	70,781.82	
DJE - 0140819	4/30/2021	894	El Dorado Fire, 9/14-9/29/20	35,522.34	
DJE - 0140819	4/30/2021	894	Glass Fire, 9/29-10/14/20	45,616.16	
DJE - 0140819	4/30/2021	894	BTU North Complex, 9/13-9/28/20	265,624.57	
DJE - 0140819	4/30/2021	894	Lime Fire, 6/12-6/14/20 (accrued FY20)	5,356.36	
DJE - 0140819	4/30/2021	894	Drum Fire, 6/14-6/15/20 (accrued FY20)	15,294.79	



## **Revenue Transactions**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3650 -- Montecito Fire Protection Dist

Document	Post On	Dept	Description	Amount	
DJE - 0140819	4/30/2021	894	Branch Fire, 7/29-7/31/20	29,443.69	
DJE - 0140819	4/30/2021	894	Pond Fire, 8/1-8/5/20	32,050.38	
DJE - 0140819	4/30/2021	894	Apple Fire, 8/1-8/10/20	164,563.27	
DJE - 0140819	4/30/2021	894	Silverado Fire, 10/28-10/30/20	36,811.58	
			Total State-Emergency Assistance	1,046,999.23	18
Line Item Accoun	t 4220 Horr	eowne	rs Property Tax Relief		
JE - 0217736	4/30/2021	894	2020/21 HOE 1% and Bond Appmt - 35% (4220)	26,945.85	
			Total Homeowners Property Tax Relief	26,945.85	
Line Item Accoun	t 4310 Stat	e Grant			
DJE - 0139870	3/24/2021	894	CalFire Prevention Grant interim payment, 01/2021	22,158.83	
DJE - 0140819	4/30/2021	894	CalFire Prevention Grant interim payment, 04/2021	35,186.29	
			Total State Grant	57,345.12	
Line Item Accoun	t 4476 Fede	eral Em	ergency Assistance		
DJE - 0139866	3/16/2021	894	Dolan Fire, 8/19-9/3/20	126,376.18	
DJE - 0139866	3/16/2021	894	Lake Fire, 8/12-8/22/20	98,744.74	
DJE - 0139866	3/16/2021	894	Creek Fire, 10/2-10/17/20	324,261.61	
DJE - 0139866	3/16/2021	894	Red Salmon Complex, 10/12-10/29/20	44,040.93	
DJE - 0139874	3/30/2021	894	OSC Staging, 7/31/20	3,854.47	
DJE - 0139874	3/30/2021	894	August Complex, 8/18-8/28/20	63,151.56	
DJE - 0139874	3/30/2021	894	Castle Fire, 8/26-9/13/20	50,142.54	
DJE - 0139874	3/30/2021	894	Valley Fire, 9/5-9/16/20	127,413.18	
DJE - 0139874	3/30/2021	894	Dolan Fire, 9/21-10/6/20	58,221.90	
DJE - 0139874	3/30/2021	894	Bobcat Fire, 9/7-10/2/20	138,537.69	
DJE - 0140032	4/9/2021	894	Castle Fire, 8/23-8/31/20	21,482.56	
DJE - 0140032	4/9/2021	894	Castle Fire, 9/20-10/7/20	64,202.26	
DJE - 0140032	4/9/2021	894	Creek Fire, 10/25-11/22/20	107,649.77	
DJE - 0140382	4/19/2021	894	Dome Fire, 8/17-8/23/20	14,752.82	
			Total Federal Emergency Assistance	1,242,832.21	18

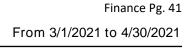
600

# Reg. Mtg. Pg. 173

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Document	Post On	Dept	Description	Amount	
Line Item Accoun	t 5105 Rein	nb for D	vistrict Services		
JE - 0215319	3/12/2021	894	INVOICE# 2021-03 DISPATCH SERVICES	24,395.50	
JE - 0217574	4/1/2021	894	Reclass Fire Station Location payment to Prof Svcs	-6,715.50	
DJE - 0140819	4/30/2021	894	AMR Holdco Inc, First response pm - 03/2021	27,388.04	
			Total Reimb for District Services	45,068.04	
Line Item Accoun	t 5768 Safe	ty Mem	ber Reimbursement		
DJE - 0139870	3/24/2021	894	WC disability payment, 1/5-2/9/21 (2 EEs)	11,557.99	
DJE - 0140819	4/30/2021	894	WC disability payment, 3/2-4/16/21 (2 employees)	10,121.68	
			Total Safety Member Reimbursement	21,679.67	
Line Item Accoun	t 5895 Othe	er-Dona	tions		
DJE - 0139870	3/24/2021	894	Community member donation	50.00	
			Total Other-Donations	50.00	
Line Item Accoun	t 5909 Othe	er Misce	ellaneous Revenue		
DJE - 0139870	3/24/2021	894	CalCard rebate, February 2021	683.91	
			Total Other Miscellaneous Revenue	683.91	
Line Item Accoun	t 9797 Unre	ealized (	Gains		
AUT - FMV0321	3/31/2021	894	FMV RESTRICTED FUND BALANCE ADJUSTMENT	30,443.87	1
			Total Unrealized Gains	30,443.87	
			Total Montecito Fire Protection Dist	9,634,945.10	



## **Revenue Transactions**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3652 -- Montecito Fire Cap Outlay Res

Document	Post On	Dept	Description	Amount	
Line Item Accoun	t 3380 Inter	est Inco	ome		
AUT - INTACCR	3/31/2021	894	INTEREST APPORTIONMENT ACCRUAL	2,530.40	
			Total Interest Income	2,530.40	
Line Item Accoun	t 3381 Unre	ealized (	Gain/Loss Invstmnts		
AUT - FMV0321	3/31/2021	894	FMV ADJUSTMENTS	-7,128.40	
			Total Unrealized Gain/Loss Invstmnts	-7,128.40	
Line Item Accoun	t 5919 Sale	Capital	Assets-Prsnl Prop		
DJE - 0140819	4/30/2021	894	US Auction: Sale of Prevention 98 (VIN -38653)	9,600.00	
DJE - 0140819	4/30/2021	894	US Auction: Sale of Repair 91 (VIN -11499)	20,000.00	
			Total Sale Capital Assets-Prsnl Prop	29,600.00	19
Line Item Accoun	t 9797 Unre	ealized (	Gains		
AUT - FMV0321	3/31/2021	894	FMV RESTRICTED FUND BALANCE ADJUSTMENT	7,128.40	
			Total Unrealized Gains	7,128.40	
			Total Montecito Fire Cap Outlay Res	32,130.40	



## **Revenue Transactions**

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

#### Fund 3653 -- Montecito Fire Land & Building

Document	Post On	Dept	Description	Amount
Line Item Account	t 3380 Inter	est Inco	ome	
AUT - INTACCR	3/31/2021	894	INTEREST APPORTIONMENT ACCRUAL	6,185.77
			Total Interest Income	6,185.77
Line Item Account	t 3381 Unre	alized (	Gain/Loss Invstmnts	
AUT - FMV0321	3/31/2021	894	FMV ADJUSTMENTS	-17,208.16
			Total Unrealized Gain/Loss Invstmnts	-17,208.16
Line Item Account	t 9797 Unre	alized (	Gains	
AUT - FMV0321	3/31/2021	894	FMV RESTRICTED FUND BALANCE ADJUSTMENT	17,208.16
			Total Unrealized Gains	17,208.16
			Total Montecito Fire Land & Building	6,185.77



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
Line Item Acco	ount 6100 Regul	ar Salaries			
03/01/2021	EFC - 0029202	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/1/21	0.00	1,438.76
03/01/2021	EFC - 0029221	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll Dir Deposits, 3/1/21	0.00	230,849.82
03/01/2021	EFC - 0029221	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll Taxes, 3/1/21	0.00	63,190.18
03/01/2021	MIC - 0149269	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Employee retirement contribution, M/D/YY	0.00	41,913.95
03/02/2021	EFC - 0029203	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/2/21	0.00	2,750.00
03/04/2021	EFC - 0029222	MASSMUTUAL	Employer/employee 457 plan contributions, 3/1/21	0.00	26,345.50
03/04/2021	EFC - 0029346	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/3/21	0.00	2,750.00
03/05/2021	EFC - 0029347	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/4/21	0.00	323.64
03/08/2021	EFC - 0029348	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/5/21	0.00	42.43
03/09/2021	EFC - 0029349	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/8/21	0.00	35.00
03/09/2021	EFC - 0029350	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/8/21	0.00	72.52
03/11/2021	EFC - 0029351	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/10/21	0.00	392.40
03/11/2021	EFC - 0029525	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/10/21	0.00	392.40
03/12/2021	EFC - 0029526	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/11/21	0.00	15.00
03/16/2021	CLM - 0628613	MONTECITO FIREMENS ASSOC	Employee association dues, 3/16/21	0.00	5,850.00
03/16/2021	CLM - 0628613	MONTECITO FIREMENS ASSOC	Employee paid disability insurance, 3/16/21	0.00	1,268.50
03/16/2021	EFC - 0029499	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll Dir Deposits, 3/16/21	0.00	225,933.75
03/16/2021	EFC - 0029499	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll Taxes, 3/16/21	0.00	64,839.10
03/16/2021	EFC - 0029527	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/15/21	0.00	15.00
03/16/2021	EFC - 0029528	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/16/21	0.00	84.60
03/16/2021	MIC - 0149356	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Employee retirement contribution, M/D/YY	0.00	43,183.09
03/19/2021	EFC - 0029529	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/18/21	0.00	15.00
03/22/2021	EFC - 0029530	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/19/21	0.00	10.00
03/23/2021	EFC - 0029531	WAGE WORKS INC	Montecito Fire FSA 2021 plan payments, 3/22/21	0.00	58.29
03/25/2021	CLM - 0627221	AFLAC	Employee paid insurance, February 2021	0.00	974.28



Reg. Mtg. Pg. 177 Finance Pg. 45 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Amount	Hours	Description	Vendor/Employee Name	Document	Post On
24.32	0.00	Montecito Fire FSA 2021 plan payments, 3/25/21	WAGE WORKS INC	EFC - 0029532	03/26/2021
26,345.50	0.00	Employer/employee 457 plan contributions, 3/16/21	MASSMUTUAL	EFC - 0029500	03/31/2021
15.00	0.00	Montecito Fire FSA 2021 plan payments, 3/30/21	WAGE WORKS INC	EFC - 0029533	03/31/2021
974.28	0.00	Employee paid insurance, March 2021	AFLAC	CLM - 0627956	04/01/2021
400.00	0.00	Montecito Fire FSA 2021 plan payments, 3/31/21	WAGE WORKS INC	EFC - 0029582	04/01/2021
268,125.50	0.00	Montecito Fire Payroll Dir Deposits, 4/1/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029611	04/01/2021
79,005.78	0.00	Montecito Fire Payroll Taxes, 4/1/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029611	04/01/2021
-392.40	0.00	Montecito Fire FSA 2021 plan payments, 3/10/21	WAGE WORKS INC	EFC - 0029654	04/01/2021
44,606.53	0.00	Employee retirement contribution, 4/1/21	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0149999	04/01/2021
42.40	0.00	Montecito Fire FSA 2021 plan payments, 4/1/21	WAGE WORKS INC	EFC - 0029583	04/02/2021
45.00	0.00	Montecito Fire FSA 2021 plan payments, 4/2/21	WAGE WORKS INC	EFC - 0029584	04/05/2021
48.38	0.00	Montecito Fire FSA 2021 plan payments, 4/5/21	WAGE WORKS INC	EFC - 0029585	04/06/2021
35.00	0.00	Montecito Fire FSA 2021 plan payments, 4/6/21	WAGE WORKS INC	EFC - 0029586	04/07/2021
347.68	0.00	Montecito Fire FSA 2021 plan payments, 4/9/21	WAGE WORKS INC	EFC - 0029587	04/12/2021
26,345.50	0.00	Employer/employee 457 plan contributions, 4/1/21	MASSMUTUAL	EFC - 0029612	04/13/2021
149.87	0.00	Montecito Fire FSA 2021 plan payments, 4/12/21	WAGE WORKS INC	EFC - 0029653	04/13/2021
18.00	0.00	Montecito Fire FSA 2021 plan payments, 4/13/21	WAGE WORKS INC	EFC - 0029734	04/14/2021
4,300.00	0.00	Employee association dues, 4/16/21	MONTECITO FIREMENS ASSOC	CLM - 0631051	04/16/2021
1,416.00	0.00	Employee paid disability insurance, 4/16/21	MONTECITO FIREMENS ASSOC	CLM - 0631051	04/16/2021
283,242.28	0.00	Montecito Fire Payroll Dir Deposits, 4/16/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029646	04/16/2021
88,718.74	0.00	Montecito Fire Payroll Taxes, 4/16/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029646	04/16/2021
156.96	0.00	Montecito Fire FSA 2021 plan payments, 4/15/21	WAGE WORKS INC	EFC - 0029735	04/16/2021
46,159.55	0.00	Employee retirement contribution, 4/16/21	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0150449	04/16/2021
251.40	0.00	Montecito Fire FSA 2021 plan payments, 4/16/21	WAGE WORKS INC	EFC - 0029736	04/19/2021
26,458.00	0.00	Employer/employee 457 plan contributions, 4/16/21	MASSMUTUAL	EFC - 0029649	04/20/2021
346.28	0.00	Montecito Fire FSA 2021 plan payments, 4/22/21	WAGE WORKS INC	EFC - 0029737	04/23/2021



Reg. Mtg. Pg. 178 Finance Pg. 46 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Amoun	Hours	Description	Vendor/Employee Name	Document	Post On
974.2	0.00	Employee paid insurance, April 2021	AFLAC	CLM - 0632105	04/29/2021
263,679.8	0.00	Montecito Fire Payroll Dir Deposits, 4/30/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029772	04/30/2021
72,463.9	0.00	Montecito Fire Payroll Taxes, 4/30/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029772	04/30/2021
1,947,046.8	0.00	Total Regular Salaries			
			nent Contribution	unt 6400 Retiren	Line Item Acco
62,099.4	0.00	District retirement contributions, M/D/YY	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0149269	03/01/2021
64,003.2	0.00	District retirement contributions, M/D/YY	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0149356	03/16/2021
64,991.4	0.00	District retirement contributions, 4/1/21	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0149999	04/01/2021
67,166.0	0.00	District retirement contributions, 4/16/21	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	MIC - 0150449	04/16/2021
7,528.3	0.00	2021 RBF Contribution, COLA	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	CLM - 0632069	04/28/2021
265,788.5	0.00	Total Retirement Contribution			
			ledicare	unt 6550 FICA/N	Line Item Acco
5,229.6	0.00	Montecito Fire Payroll SS/Medicare, 3/1/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029221	03/01/2021
5,216.1	0.00	Montecito Fire Payroll SS/Medicare, 3/16/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029499	03/16/2021
6,156.5	0.00	Montecito Fire Payroll SS/Medicare, 4/1/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029611	04/01/2021
6,418.1	0.00	Montecito Fire Payroll SS/Medicare, 4/16/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029646	04/16/2021
5,842.6	0.00	Montecito Fire Payroll SS/Medicare, 4/30/21	STATE/FEDERAL TAXES & DIRECT DEPOSITS	EFC - 0029772	04/30/2021
28,863.1	0.00	Total FICA/Medicare			
			Insurance Contrib	unt 6600 Health	Line Item Acco
81,220.5	0.00	Health insurance - active, March 2021	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	CLM - 0623467	03/01/2021



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

ost On	Document	Vendor/Employee Name	Description	Hours	Amount
/01/2021	CLM - 0623467	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance - retirees, March 2021	0.00	72,764.88
/01/2021	CLM - 0623467	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance admin fee - active, March 2021	0.00	194.93
/01/2021	CLM - 0623467	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance admin fee - retirees, March 2021	0.00	174.64
/01/2021	MIC - 0147895	Vision Service Plan-CA	Vision insurance - active, March 2021	0.00	1,398.79
/01/2021	MIC - 0147895	Vision Service Plan-CA	Vision insurance - retirees, March 2021	0.00	1,789.15
/03/2021	CLM - 0624562	CADA-SAVE/EAP	Employee assistance program, annual contract	0.00	1,564.00
/05/2021	CLM - 0624794	DELTA DENTAL	Dental insurance - active, March 2021	0.00	7,219.79
/05/2021	CLM - 0624794	DELTA DENTAL	Dental insurance - retirees, March 2021	0.00	6,217.09
/22/2021	CLM - 0626233	WAGEWORKS INC	FSA administrative fee, February 2021	0.00	60.00
/25/2021	CLM - 0627628	WAGE WORKS INC	FSA administrative fee, March 2021	0.00	85.00
/01/2021	CLM - 0626893	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance - active, April 2021	0.00	82,142.54
/01/2021	CLM - 0626893	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance - retirees, April 2021	0.00	70,334.97
/01/2021	CLM - 0626893	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance admin fee - active, April 2021	0.00	197.14
/01/2021	CLM - 0626893	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Health insurance admin fee - retirees, April 2021	0.00	168.80
/01/2021	CLM - 0626990	LINCOLN NATIONAL LIFE INS	Life Insurance, April 2021	0.00	707.41
/01/2021	CLM - 0628165	DELTA DENTAL	Dental insurance - active, April 2021	0.00	7,219.79
/01/2021	CLM - 0628165	DELTA DENTAL	Dental insurance - retirees, April 2021	0.00	6,515.93
/01/2021	MIC - 0149263	Vision Service Plan-CA	Vision insurance - active, April 2021	0.00	1,398.79
/01/2021	MIC - 0149263	Vision Service Plan-CA	Vision insurance - retirees, April 2021	0.00	1,789.15
/08/2021	CLM - 0629246	WAGEWORKS INC	Runout FSA administrative fee, March 2021	0.00	55.79
/26/2021	CLM - 0631679	WAGE WORKS INC	FSA administrative fee, April 2021	0.00	85.00
/27/2021	CLM - 0631849	DELTA DENTAL	Dental insurance - active, May 2021	0.00	8,311.37
/27/2021	CLM - 0631849	DELTA DENTAL	Dental insurance - retirees, May 2021	0.00	6,445.53
/28/2021	MIC - 0150216	Vision Service Plan-CA	Vision insurance - active, May 2021	0.00	1,659.03
/28/2021	MIC - 0150216	Vision Service Plan-CA	Vision insurance - retirees, May 2021	0.00	1,789.15

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
			Total Health Insurance Contrib	0.00	361,509.20
Line Item Acc	ount 6700 Unem	ployment Ins Contribution			
03/01/2021	EFC - 0029221	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll SUI Taxes, 3/1/21	0.00	24.24
03/16/2021	EFC - 0029499	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll SUI Taxes, 3/16/21	0.00	2.40
04/01/2021	EFC - 0029611	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll SUI Taxes, 4/1/21	0.00	344.04
04/01/2021	EFC - 0029770	ADP INC	Payroll tax repayment of FFCRA PSL Credit, 2/16/21	0.00	9,018.01
04/16/2021	EFC - 0029646	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll SUI Taxes, 4/16/21	0.00	292.60
04/30/2021	EFC - 0029772	STATE/FEDERAL TAXES & DIRECT DEPOSITS	Montecito Fire Payroll SUI Taxes, 4/30/21	0.00	48.56
			Total Unemployment Ins Contribution	0.00	9,729.85
Line Item Acco	ount 7030 Clothi	ng and Personal			
03/01/2021	CLM - 0624155	FASTENAL	COVID-19: PPE Flex wipes	0.00	253.71
03/18/2021	CLM - 0626329	ADVANCE MARKING SYSTEMS	Passport tags for new hires - PPE	0.00	69.79
03/18/2021	MIC - 0148535	L N CURTIS & SONS	Turnout boots for academy (4)	0.00	1,890.90
03/23/2021	CLM - 0626902	AROSHA INC	Printing identifiers for PPE	0.00	100.00
03/24/2021	MIC - 0148779	LINEGEAR FIRE & RESCUE EQUIPMENT	PPE - Wildland gear, 4 new hires	0.00	1,923.93
03/24/2021	MIC - 0148779	LINEGEAR FIRE & RESCUE EQUIPMENT	PPE - Wildland pants, Juarez/Elmquist	0.00	515.05
03/24/2021	MIC - 0148780	ALLSTAR FIRE EQUIPMENT INC	PPE - Recruit Academy, gloves (14)	0.00	1,396.59
03/24/2021	MIC - 0148780	ALLSTAR FIRE EQUIPMENT INC	PPE - Recruit Academy, helmets (8)	0.00	2,857.80
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	PPE: Gear bags for new hires (2), D91 helmet tags	0.00	252.01
03/25/2021	MIC - 0148959	BAUER COMPRESSORS	PPE-SCBA masks	0.00	1,119.75
04/19/2021	CLM - 0630667	BAUER COMPRESSORS	PPE: SCBA masks	0.00	1,752.62
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	PPE: Wildland gear, helmets, belts for new hires	0.00	6,272.31
04/21/2021	CLM - 0631089	ALLSTAR FIRE EQUIPMENT INC	PPE: Turnouts sets, new hires	0.00	25,765.18



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/21/2021	MIC - 0150038	LINEGEAR FIRE & RESCUE EQUIPMENT	PPE: Brush shirt (Hudley)	0.00	268.30
04/21/2021	MIC - 0150038	LINEGEAR FIRE & RESCUE EQUIPMENT	PPE: radio and water bottle holsters	0.00	275.84
04/21/2021	MIC - 0150038	LINEGEAR FIRE & RESCUE EQUIPMENT	PPE: Wildland packs, new hires	0.00	727.31
04/27/2021	CLM - 0631873	ON DUTY UNIFORMS	Class A dress uniforms (14)	0.00	9,279.43
			Total Clothing and Personal	0.00	54,720.52
Line Item Acco	unt 7050 Comm	unications			
03/01/2021	CLM - 0624102	IMPULSE INTERNET SERVICES	Phone services, 3/25/21-4/24/21	0.00	1,595.38
03/02/2021	CLM - 0624325	SATCOM GLOBAL INC	Satellite phone charges	0.00	169.03
03/02/2021	CLM - 0624334	VERIZON WIRELESS	Wireless service, 1/14-2/13/21	0.00	2,666.43
03/08/2021	MIC - 0148085	FRONTIER	209/097-2953.0	0.00	668.35
03/08/2021	MIC - 0148085	FRONTIER	209/111-1529.0	0.00	140.47
03/08/2021	MIC - 0148085	FRONTIER	805-565-9618	0.00	69.26
03/08/2021	MIC - 0148085	FRONTIER	805-969-0318	0.00	73.06
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 05/RTNB/002320	0.00	46.25
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 05/RTNB/655155	0.00	46.25
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 05/RTNB/974343	0.00	46.25
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 05/RTNB/974365	0.00	46.25
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 1I/RTNB/566142	0.00	115.71
03/08/2021	MIC - 0148085	FRONTIER	Circuit ID: 20/PLNB/200447	0.00	46.25
03/17/2021	CLM - 0626241	COX COMMUNICATIONS - BUSINESS	Internet Station 2: March 2021	0.00	450.00
03/17/2021	CLM - 0626567	COX COMMUNICATIONS - BUSINESS	CAD connectivity & Internet: March 2021	0.00	1,779.97
03/25/2021	CLM - 0627444	VERIZON WIRELESS	Wireless service, 2/14-3/13/21	0.00	2,612.15
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	iPad mount for D91 and power supply cords (5)	0.00	579.70
04/01/2021	CLM - 0627624	IMPULSE INTERNET SERVICES	Phone services, 4/25-5/24/21	0.00	1,595.46
04/02/2021	MIC - 0149230	FRONTIER	209/097-2953.0	0.00	668.35
04/02/2021	MIC - 0149230	FRONTIER	209/111-1529.0	0.00	140.47



Reg. Mtg. Pg. 182 Finance Pg. 50 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/02/2021	MIC - 0149230	FRONTIER	805-565-9618	0.00	69.26
04/02/2021	MIC - 0149230	FRONTIER	805-969-0318	0.00	73.06
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 05/RTNB/002320	0.00	46.25
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 05/RTNB/655155	0.00	46.25
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 05/RTNB/974343	0.00	46.25
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 05/RTNB/974365	0.00	46.25
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 1I/RTNB/566142	0.00	115.71
04/02/2021	MIC - 0149230	FRONTIER	Circuit ID: 20/PLNB/200447	0.00	46.25
04/02/2021	MIC - 0149283	TOWERSTREAM CORPORATION	Redundant internet Station 1: April 2021	0.00	88.25
04/02/2021	MIC - 0149283	TOWERSTREAM CORPORATION	Redundant internet Station 1: May 2021	0.00	88.25
04/02/2021	MIC - 0149283	TOWERSTREAM CORPORATION	Redundant internet Station 2: April 2021	0.00	88.25
04/02/2021	MIC - 0149283	TOWERSTREAM CORPORATION	Redundant internet Station 2: May 2021	0.00	88.25
04/08/2021	CLM - 0629344	COX COMMUNICATIONS - BUSINESS	Internet Station 2: April 2021	0.00	450.00
04/19/2021	CLM - 0630651	SATCOM GLOBAL INC	Satellite phone charges	0.00	171.09
04/22/2021	CLM - 0630429	COX COMMUNICATIONS - BUSINESS	CAD connectivity & Internet: April 2021	0.00	1,779.97
04/23/2021	CLM - 0631482	VERIZON WIRELESS	Wireless service, 3/14-4/13/21	0.00	2,757.99
04/28/2021	CLM - 0631993	IMPULSE INTERNET SERVICES	Phone services, 5/25-6/24/21	0.00	1,600.01
			Total Communications	0.00	21,156.38
Line Item Acco	ount 7060 Food				
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	1/9 anniversary event dinner for shift employees	0.00	107.17
04/02/2021	CLM - 0628186	GARET BLAKE	G. Blake Reimb: Water and gatorade	0.00	178.79
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Burn prop training meal for shift employees	0.00	129.63
			Total Food	0.00	415.59
Line Item Acco	ount 7070 House	hold Supplies			
03/03/2021	MIC - 0148038	MISSION LINEN SUPPLY	Shop towels, Sta. 1	0.00	293.40
03/03/2021	MIC - 0148038	MISSION LINEN SUPPLY	Shop towels, Sta. 2	0.00	260.06
03/19/2021	CLM - 0626580	READY REFRESH BY NESTLE	Bottled water, Sta. 1	0.00	431.43
	inty of Santa Barba	ra EIN Last	Lipdated: 5/14/2021 3:53 AM		Page 7 of 24

Reg. Mtg. Pg. 183 Finance Pg. 51 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Amount	Hours	Description	Vendor/Employee Name	Document	Post On
96.94	0.00	Surge protectors (3)	Montecito Village Hardware	CLM - 0626587	03/22/2021
17.50	0.00	Neighborhood chipping: Lower Romero	MARBORG INDUSTRIES	MIC - 0148673	03/22/2021
522.80	0.00	Refuse disposal, Sta. 1	MARBORG INDUSTRIES	MIC - 0148673	03/22/2021
235.56	0.00	Refuse disposal, Sta. 2	MARBORG INDUSTRIES	MIC - 0148673	03/22/2021
883.12	0.00	Household supplies	US BANK CORPORATE PAYMENT SYSTEM	CLM - 0627464	03/25/2021
857.69	0.00	Outdoor patio chairs (4)	US BANK CORPORATE PAYMENT SYSTEM	CLM - 0627464	03/25/2021
454.50	0.00	Shop towels, Sta. 1	MISSION LINEN SUPPLY	MIC - 0149339	04/05/2021
401.33	0.00	Shop towels, Sta. 2	MISSION LINEN SUPPLY	MIC - 0149339	04/05/2021
203.23	0.00	Bottled water, Sta. 1	READY REFRESH BY NESTLE	MIC - 0149824	04/16/2021
272.19	0.00	Bottled water, Sta. 2	READY REFRESH BY NESTLE	MIC - 0149824	04/16/2021
58.14	0.00	Pads, door stop, latch	Montecito Village Hardware	CLM - 0630565	04/19/2021
491.96	0.00	Household supplies	US BANK CORPORATE PAYMENT SYSTEM	CLM - 0630964	04/20/2021
571.73	0.00	Refuse disposal, Sta. 1	MARBORG INDUSTRIES	CLM - 0630525	04/23/2021
6,051.58	0.00	Total Household Supplies			
			nce	unt 7090 Insurai	Line Item Acco
1,111.70	0.00	FAIRA deductible for Sept 2018 claim	FIRE AGENCIES INSURANCE RISK AUTHORITY	CLM - 0632148	04/28/2021
1,111.70	0.00	Total Insurance			
			nent Maintenance	unt 7120 Equipn	Line Item Acco
254.02	0.00	Quarterly solvent tank maintenance	SAFETY KLEEN INC	CLM - 0624106	03/01/2021
18.30	0.00	Raws: Hardware	McMaster-Carr Supply Co	CLM - 0624327	03/02/2021
175.00	0.00	Drain clearing, Sta 1	RUGGIERO PLUMBING	CLM - 0624337	03/02/2021
290.98	0.00	Quarterly solvent tank maintenance, Sta. 2	SAFETY KLEEN INC	CLM - 0624552	03/03/2021
117.19	0.00	Special plywood for fiber optics, Station repairs	HAYWARD LUMBER COMPANY SB	CLM - 0624566	03/03/2021
286.83	0.00	Punch code door repair	SANTA BARBARA LOCKSMITHS INC	CLM - 0624897	03/08/2021
140.05	0.00	Sta. 2 shop air line repair	McMaster-Carr Supply Co	CLM - 0626147	03/18/2021
509.42	0.00	Exhaust removal system, replacement parts	AIR EXCHANGE INC	CLM - 0626155	03/18/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
03/18/2021	CLM - 0626259	QUINN CO	Generator Sta 2: Coolant sensor	0.00	148.14
03/18/2021	CLM - 0626269	FASTENAL	Shop air hose fittings	0.00	63.91
03/22/2021	CLM - 0626680	L N CURTIS & SONS	Hurst tool annual service (7)	0.00	2,176.92
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Hardwar supplies: tape measure P94	0.00	18.31
03/25/2021	CLM - 0627622	QUINN CO	Station 2 generator, trouble shoot electrical	0.00	265.06
03/25/2021	MIC - 0148764	CALIFORNIA HEALTH & SAFETY INC	Compressor maintenance - Station 1	0.00	737.50
03/29/2021	CLM - 0627943	SERVICEMASTER ANYTIME	Carpet cleaning - Dispatch	0.00	99.00
03/29/2021	MIC - 0149024	PAUL MOORE	Painting, Station 1	0.00	650.00
03/29/2021	MIC - 0149024	PAUL MOORE	Painting, Station 2	0.00	3,000.00
03/30/2021	CLM - 0628150	WINEMA INDUSTRIAL & SAFETY SUPPLY	Hazmat calibration gas	0.00	333.60
04/05/2021	CLM - 0628956	RUGGIERO PLUMBING	Waterless urinals - Station 1	0.00	2,650.00
04/05/2021	MIC - 0149338	ANCHOR AIR SYSTEMS	Regular HVAC maintenance, Station 1	0.00	529.61
04/05/2021	MIC - 0149338	ANCHOR AIR SYSTEMS	Regular HVAC maintenance, Station 2	0.00	380.85
04/08/2021	CLM - 0629425	CMC RESCUE INC	Rope replacement	0.00	78.87
04/16/2021	CLM - 0630533	FAIL SAFE TESTING	Annual ladder testing	0.00	1,030.65
04/19/2021	CLM - 0630644	SANTA BARBARA LOCKSMITHS INC	Push-pull door handles for Station 1 engine bay	0.00	608.65
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Repair parts for compressor, sand bag shovels, oth	0.00	699.53
04/29/2021	CLM - 0632314	MUNOZ PLUMBING REPAIR	Clogged plumbing, Station 1	0.00	370.00
04/29/2021	CLM - 0632316	RUGGIERO PLUMBING	Plumbing maintenance, Stations 1 & 2	0.00	465.00
04/30/2021	MIC - 0150397	Pauletto Electric	Station 1: Floor box circuit removal	0.00	428.69
04/30/2021	MIC - 0150397	Pauletto Electric	Station 1: Loft office upgrades	0.00	1,894.46
04/30/2021	MIC - 0150397	Pauletto Electric	Station 2: Extractor unit	0.00	4,550.00
			Total Equipment Maintenance	0.00	22,970.54
Line Item Acco	unt 7200 Struct	ure & Ground Maintenance			
03/08/2021	MIC - 0148122	ENVIROSCAPING INC	Dump fees: February 2021	0.00	132.15
03/08/2021	MIC - 0148122	ENVIROSCAPING INC	Landscape maintenance, Sta. 1 March 2021	0.00	930.00
03/08/2021	MIC - 0148122	ENVIROSCAPING INC	Landscape maintenance, Sta. 2 March 2021	0.00	290.00



Reg. Mtg. Pg. 185 Finance Pg. 53 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
03/22/2021	MIC - 0148685	Rayne Water Conditioning Santa Barbara	Soft water service - Sta. 1, semi-annual	0.00	670.93
03/22/2021	MIC - 0148685	Rayne Water Conditioning Santa Barbara	Soft water service - Sta. 2, semi-annual	0.00	302.28
04/19/2021	MIC - 0149873	ENVIROSCAPING INC	Landscape maintenance, Sta. 1 April 2021	0.00	930.00
04/19/2021	MIC - 0149873	ENVIROSCAPING INC	Landscape maintenance, Sta. 2 April 2021	0.00	290.00
			Total Structure & Ground Maintenance	0.00	3,545.36
Line Item Acco	ount 7205 Fire D	efense Zone			
03/01/2021	MIC - 0147901	ECO TREE WORKS	Neighborhood chipping: East Mountain Drive	0.00	5,100.00
03/01/2021	MIC - 0147901	ECO TREE WORKS	Neighborhood chipping:El Bosque	0.00	3,400.00
03/03/2021	CLM - 0624548	AGRI-CHIP	Neighborhood chipping: El Bosque	0.00	240.00
03/17/2021	CLM - 0626141	AGRI-CHIP	Neighborhood chipping: Lower Romero	0.00	40.00
03/17/2021	CLM - 0626143	ECO TREE WORKS	Neighborhood chipping: Lower Romero	0.00	5,100.00
03/17/2021	CLM - 0626225	MARBORG INDUSTRIES	Neighborhood chipping: Lower Romero	0.00	75.00
03/17/2021	MIC - 0148500	MARBORG INDUSTRIES	Neighborhood chipping:El Bosque	0.00	672.73
03/23/2021	CLM - 0627223	ECO TREE WORKS	Tag and trim - Jameson Road	0.00	1,700.00
03/24/2021	CLM - 0626991	AGRI-CHIP	Neighborhood chipping: Lower Romero	0.00	40.00
03/25/2021	CLM - 0627433	FIRESAFE SOLUTIONS	Weed abatement: Bella Vista Road	0.00	2,760.00
03/25/2021	CLM - 0627447	AGRI-CHIP	Neighborhood chipping: Upper Romero Rd	0.00	40.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Bolt cutters for P99	0.00	93.81
03/25/2021	MIC - 0148908	MARBORG INDUSTRIES	Neighborhood chipping: Lower Romero	0.00	828.08
03/29/2021	CLM - 0627948	ECO TREE WORKS	Neighborhood chipping: Upper Romero	0.00	8,672.27
03/29/2021	MIC - 0149025	AGRI-CHIP	Neighborhood chipping: Upper Romero	0.00	80.00
03/30/2021	CLM - 0628131	FIRESAFE SOLUTIONS	Invasive weed rem: Romero, Bella Vista, Mtn Dr Rds	0.00	3,940.00
04/05/2021	CLM - 0628883	RUBEN RAMIREZ	Invasive weed rem: Romero, E. Valley, Gibraltar Rd	0.00	3,489.00
04/16/2021	CLM - 0630516	FIRESAFE SOLUTIONS	Invasive weed removal: Gibraltar Rd	0.00	3,940.00
04/19/2021	CLM - 0630649	MCPHERSON TREE CARE INC	Dead tree removal: Romero Canyon	0.00	1,450.00
04/19/2021	MIC - 0149909	MARBORG INDUSTRIES	Neighborhood chipping: Ashley Rd.	0.00	28.00
04/19/2021	MIC - 0149909	MARBORG INDUSTRIES	Neighborhood chipping: La Vereda Rd.	0.00	56.00



Reg. Mtg. Pg. 186 Finance Pg. 54 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/19/2021	MIC - 0149974	MARBORG INDUSTRIES	Neighborhood chipping: La Vereda Rd	0.00	406.89
04/19/2021	MIC - 0149974	MARBORG INDUSTRIES	Neighborhood chipping: Romero Canyon	0.00	75.00
04/20/2021	CLM - 0631097	RUBEN RAMIREZ	Defensible space project: Ashley Rd	0.00	1,490.00
04/20/2021	MIC - 0150029	MARBORG INDUSTRIES	Neighborhood chipping: Ashley Rd.	0.00	75.00
04/20/2021	MIC - 0150029	MARBORG INDUSTRIES	Neighborhood chipping: La Vereda Rd.	0.00	75.00
04/20/2021	MIC - 0150029	MARBORG INDUSTRIES	Neighborhood chipping: Romero Canyon Rd.	0.00	1,116.94
04/21/2021	CLM - 0631091	FIRESAFE SOLUTIONS	Tag and trim - East Mtn Dr, Lower Hyde, Ashley Rd	0.00	4,930.00
04/22/2021	MIC - 0149972	ECO TREE WORKS	Defensible space: Ashley Rd.	0.00	900.00
04/22/2021	MIC - 0149972	ECO TREE WORKS	Neighborhood chipping: Lower Hot Springs	0.00	8,500.00
04/23/2021	CLM - 0631480	MARBORG INDUSTRIES	Neighborhood chipping: Hot Springs	0.00	308.91
04/23/2021	MIC - 0149816	MARBORG INDUSTRIES	Neighborhood chipping: Lower Romero	0.00	1,922.35
04/27/2021	MIC - 0150282	MARBORG INDUSTRIES	Defensible space project: La Vereda Rd	0.00	316.62
04/27/2021	MIC - 0150282	MARBORG INDUSTRIES	Neighborhood chipping: Hot Springs Rd	0.00	623.64
04/27/2021	MIC - 0150284	AGRI-CHIP	Neighborhood chipping: Alston	0.00	120.00
04/28/2021	CLM - 0632057	ECO TREE WORKS	Neighborhood chipping: Alston	0.00	5,100.00
04/28/2021	CLM - 0632058	RUBEN RAMIREZ	Tag and trim - Barker Pass	0.00	1,549.00
04/29/2021	CLM - 0632308	MARBORG INDUSTRIES	Neighborhood chipping: Pepper Lane	0.00	75.00
			Total Fire Defense Zone	0.00	69,329.24
Line Item Acc	ount 7324 Audit	and Accounting Fees			
03/18/2021	CLM - 0626266	FECHTER & COMPANY	Financial Audit, FY 19-20 - final payment	0.00	975.00
03/24/2021	JE - 0215745		FIN quarterly billing Q1, FY 20-21	0.00	3,699.00
03/24/2021	JE - 0215745		FIN quarterly billing Q2, FY 20-21	0.00	3,699.00
03/24/2021	JE - 0215745		FIN quarterly billing Q3, FY 20-21	0.00	3,699.00
			Total Audit and Accounting Fees	0.00	12,072.00
Line Item Acc	ount 7348 Instru	ments & Equip. < \$5000			
03/02/2021	CLM - 0624334	VERIZON WIRELESS	Cell phone: Kevin Taylor	0.00	365.61
03/18/2021	CLM - 0626264	CMC RESCUE INC	Rope rescue clutches (7) budgeted	0.00	4,405.57
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Equip for E91: Stand light, drywall hook, RR blkt	0.00	997.31
	unty of Santa Barba	ara FIN La	st Undated: 5/14/2021 3:53 AM		Page 11 of 24



Reg. Mtg. Pg. 187 Finance Pg. 55 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
03/25/2021	CLM - 0627672	L N CURTIS & SONS	Cylinder storage racks	0.00	1,967.06
04/01/2021	JE - 0217576		Reclass dosimeters to budgeted LIA 7348 CLM0619033	0.00	6,150.00
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	HazMat equipment for E192	0.00	2,433.93
04/23/2021	CLM - 0631482	VERIZON WIRELESS	Cell phone: Favuzzi	0.00	365.61
04/26/2021	CLM - 0631662	CMC RESCUE INC	Rope rescue equip, bail out kits (budgeted)	0.00	20,863.18
04/29/2021	CLM - 0632216	EVAN SKEI	E. Skei Reimb: Rope rescue equip, Yates Stokes (7)	0.00	1,278.36
			Total Instruments & Equip. < \$5000	0.00	38,826.63
Line Item Acco	unt 7363 Equipi	ment Maintenance			
03/02/2021	CLM - 0624323	SOUTH COAST EMERGENCY VEHICLE SERVICE	E392: Foam transducer	0.00	346.11
03/03/2021	CLM - 0624555	HUGO'S AUTO DETAILING	Car wash service, February	0.00	375.00
03/03/2021	CLM - 0624573	FREEDOM SIGNS	U91, U92, P99: Graphics	0.00	3,760.00
03/03/2021	CLM - 0624579	VELOCITY TRUCK CENTER VENTURA COUNTY	E91, E92, E391, E392: Diesel exhaust fluid	0.00	48.94
03/03/2021	CLM - 0624584	Kimball Midwest Corp	Shop supplies	0.00	678.56
03/08/2021	CLM - 0624791	INTERSTATE BATTERIES OF SIERRA MADRE	Medic 91: Batteries	0.00	339.02
03/18/2021	CLM - 0626261	Kimball Midwest Corp	Shop supplies	0.00	100.90
03/22/2021	CLM - 0626587	Montecito Village Hardware	Raws lock, key fob batteries, shop supplies	0.00	90.42
03/23/2021	CLM - 0626906	HI-TECH EMERGENCY VEHICLE SERVICE INC	E92, E191, E192: SCBA mounting tabs	0.00	97.53
03/23/2021	CLM - 0626942	FREEDOM SIGNS	Department logos for vehichles	0.00	462.75
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	BC95, BC94: Wiper blades	0.00	86.10
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	E691: Fuel lines; U93: Head lights	0.00	181.33
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	Old P921: Brake calipers	0.00	202.25
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	Old P921: Credit brake caliper cores	0.00	-76.13
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	P921: Brake parts	0.00	108.74
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	U93: Credit head light bulbs	0.00	-32.17
03/23/2021	MIC - 0148757	AUTOZONE PARTS INC	U93: Head light	0.00	10.76
03/24/2021	DJE - 0139870		LN Curtis refund for returned part, credit #24700	0.00	-672.76



Reg. Mtg. Pg. 188 Finance Pg. 56 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
03/24/2021	MIC - 0148771	SOUTH COAST EMERGENCY VEHICLE SERVICE	E191: Clutch for air cyl & filter	0.00	417.32
03/24/2021	MIC - 0148771	SOUTH COAST EMERGENCY VEHICLE SERVICE	E191: Lug covers (20)	0.00	288.91
03/24/2021	MIC - 0148777	VELOCITY TRUCK CENTER VENTURA COUNTY	E392: Exhaust clamp	0.00	26.19
03/24/2021	MIC - 0148777	VELOCITY TRUCK CENTER VENTURA COUNTY	E392: Front u bolts	0.00	75.23
03/24/2021	MIC - 0148777	VELOCITY TRUCK CENTER VENTURA COUNTY	E392: Light/switches	0.00	286.59
03/24/2021	MIC - 0148777	VELOCITY TRUCK CENTER VENTURA COUNTY	E92: Exhaust clamp	0.00	12.28
03/24/2021	MIC - 0148777	VELOCITY TRUCK CENTER VENTURA COUNTY	E92: Front master lights	0.00	21.95
03/25/2021	CLM - 0627224	JUAN O'S MOBILE REPAIR	E191: Scan computer	0.00	200.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Flashlight for Div91 vehicle	0.00	151.80
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Mechanic repair part: Brake adapters rtrn (credit)	0.00	-215.41
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Mechanic supplies: jump starter, pressure washer	0.00	383.25
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Mechanic tools for heavy equipment (budgeted)	0.00	5,827.10
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Vehicle supplies for P98 and P99 vehicles	0.00	625.97
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Windshield chip repair, D91	0.00	75.00
03/25/2021	CLM - 0627620	VELOCITY TRUCK CENTER VENTURA COUNTY	E92: Exhaust clamp	0.00	24.56
03/31/2021	AUT - SUTAXJE		SUTAX JE - March 2021	0.00	11.76
04/02/2021	CLM - 0628749	HUGO'S AUTO DETAILING	Car wash service, March 2021	0.00	210.00
04/02/2021	CLM - 0628751	VELOCITY TRUCK CENTER VENTURA COUNTY	E392: Air brake line and fittings	0.00	25.50
04/05/2021	CLM - 0628854	SM TIRE	E191: New rear tires	0.00	1,693.02
04/05/2021	CLM - 0628958	McMaster-Carr Supply Co	E191, E392: Brass fittings	0.00	154.50
04/05/2021	MIC - 0149351	BUNNIN	P94: Exhaust studs	0.00	31.25
	unty of Santa Barba		st Updated: 5/14/2021 3:53 AM		Page 13 of 24

Reg. Mtg. Pg. 189 Finance Pg. 57 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/05/2021	MIC - 0149351	BUNNIN	P94: Seal, studs, nuts, filters	0.00	203.04
04/06/2021	CLM - 0628983	SOUTH COAST EMERGENCY VEHICLE SERVICE	E92: New rub rail	0.00	478.41
04/08/2021	CLM - 0629428	Kimball Midwest Corp	Air fittings - stock	0.00	328.85
04/08/2021	CLM - 0629429	L N CURTIS & SONS	E92, E191, E192: SCBA mounting brackets	0.00	201.92
04/19/2021	CLM - 0630637	Kimball Midwest Corp	Drill bits	0.00	279.08
04/19/2021	CLM - 0630640	SOUTH COAST EMERGENCY VEHICLE SERVICE	E191: Door seals	0.00	48.08
04/19/2021	CLM - 0630642	FASTENAL	Shop supplies/tool	0.00	360.92
04/19/2021	MIC - 0149852	AUTOZONE PARTS INC	P94, B96: Wiper blades	0.00	105.66
04/19/2021	MIC - 0149852	AUTOZONE PARTS INC	P94: Returned wiper blades	0.00	-52.83
04/19/2021	MIC - 0149852	AUTOZONE PARTS INC	P94: Service parts	0.00	92.82
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Mechanic repair parts: various	0.00	702.51
04/27/2021	CLM - 0631887	SOUTH COAST EMERGENCY VEHICLE SERVICE	E92: Low coolant sensor	0.00	116.89
04/27/2021	MIC - 0150254	SNAP-ON INDUSTRIAL	Mechanic shop tools/equipment (budgeted)	0.00	6,913.22
04/29/2021	CLM - 0632323	FREEDOM SIGNS	New BC96 vehicle: lettering	0.00	1,260.00
			Total Equipment Maintenance	0.00	27,472.69
Line Item Acco	ount 7400 Medic	al, Dental and Lab			
03/24/2021	CLM - 0626986	AIRGAS WEST	Oxygen refills	0.00	377.52
03/24/2021	MIC - 0148787	Life Assist Inc	Patient medical supplies	0.00	461.50
03/29/2021	CLM - 0627945	STRYKER SALES CORPORATION	Stair chair for SQ91	0.00	3,666.51
04/29/2021	CLM - 0632311	Life Assist Inc	Patient medical supplies	0.00	269.32
			Total Medical, Dental and Lab	0.00	4,774.85
Line Item Acco	ount 7430 Memb	erships			
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	CA Fire Chief Ops Section: D. Neels membership	0.00	60.00
			Total Memberships	0.00	60.00



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
Line Item Acco	ount 7450 Office	Expense			
03/03/2021	CLM - 0624557	LATITUDE 34 TECHNOLOGIES INC	Computer replacement, 900 - budgeted	0.00	1,593.35
03/19/2021	CLM - 0626566	STAPLES BUSINESS CREDIT	Office supplies	0.00	1,256.21
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	NFPA publications subscription, annual fee	0.00	1,575.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Postage stamps, LA Times qtrly, Amazon Prime fee	0.00	903.07
04/02/2021	CLM - 0628493	IRON MOUNTAIN	Shredding service, bi-monthly fee and 67 boxes	0.00	685.34
04/08/2021	MIC - 0149485	LATITUDE 34 TECHNOLOGIES INC	Desktop computer monitor and accessories, 900	0.00	929.55
04/16/2021	MIC - 0149817	LATITUDE 34 TECHNOLOGIES INC	IT network equipment/cables	0.00	298.47
04/16/2021	MIC - 0149817	LATITUDE 34 TECHNOLOGIES INC	Under desk mounts (2), 900 computer	0.00	95.78
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Headsets for computer desktops (returned)	0.00	-104.16
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Office expenses: Business cards and CalCard fee	0.00	356.28
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Reference materials for Captain promotional exam	0.00	512.00
04/23/2021	CLM - 0630563	STAPLES BUSINESS CREDIT	Office supplies	0.00	373.20
			Total Office Expense	0.00	8,474.09
Line Item Acco	ount 7460 Profes	ssional & Special Service			
03/03/2021	CLM - 0624586	ZWORLD GIS	Mapping services, February 2021	0.00	1,250.00
03/11/2021	CLM - 0625623	CARLOS CERECEDO INC	Winter Storm meeting - interpreter services	0.00	375.00
03/17/2021	CLM - 0626115	PRICE POSTEL & PARMA	Legal services, February 2021	0.00	1,044.00
03/17/2021	MIC - 0148503	SANSUM CLINIC OCCUPATIONAL MEDICINE	Employee physicals (3)	0.00	2,167.50
03/17/2021	MIC - 0148503	SANSUM CLINIC OCCUPATIONAL MEDICINE	Employee physicals (7)	0.00	6,326.00
03/18/2021	CLM - 0626227	ANDREW SEYBOLD INC	Radio comm service, Command 12	0.00	535.28
03/18/2021	CLM - 0626271	LATITUDE 34 TECHNOLOGIES INC	IT support - billable hours, February 2021	0.00	2,542.50
03/19/2021	CLM - 0626569	ZWORLD GIS	2020 Aerial Imagery	0.00	6,650.00
03/19/2021	CLM - 0626692	DEPARTMENT OF JUSTICE ACCOUNTING SERVICES	LiveScan fingerprint screening (4)	0.00	196.00



Reg. Mtg. Pg. 191 Finance Pg. 59 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Amount	Hours	Description	Vendor/Employee Name	Document	Post On
4,255.50	0.00	Employee physicals (5)	SANSUM CLINIC OCCUPATIONAL MEDICINE	CLM - 0626694	03/19/2021
8.62	0.00	Replace dead access points (2)	LATITUDE 34 TECHNOLOGIES INC	CLM - 0626677	03/22/2021
1,543.50	0.00	Employee physicals (2)	SANSUM CLINIC OCCUPATIONAL MEDICINE	CLM - 0626992	03/24/2021
4,875.00	0.00	Financial Policies report, partial pmt	CAPITOL PUBLIC FINANCE GROUP	CLM - 0627035	03/24/2021
364.00	0.00	Extractor project, Station 2	UNDERWOOD MANAGEMENT RESOURCES INC	MIC - 0148783	03/24/2021
225.00	0.00	Solar project management, Feb 2021	UNDERWOOD MANAGEMENT RESOURCES INC	MIC - 0148783	03/24/2021
384.00	0.00	Station 1 HVAC project management, Feb 2021	UNDERWOOD MANAGEMENT RESOURCES INC	MIC - 0148783	03/24/2021
4,600.00	0.00	IT support, April 2021	LATITUDE 34 TECHNOLOGIES INC	CLM - 0627428	03/25/2021
2,325.00	0.00	Employee physicals (3)	SANSUM CLINIC OCCUPATIONAL MEDICINE	CLM - 0627457	03/25/2021
223.00	0.00	Community Risk Survey - Mailing and printing costs	US BANK CORPORATE PAYMENT SYSTEM	CLM - 0627464	03/25/2021
3,033.00	0.00	Community Risk Survey - Phone survey, final pmt	US BANK CORPORATE PAYMENT SYSTEM	CLM - 0627464	03/25/2021
-6,715.50	0.00	CSFPD: Invoice #2021-02 AP Triton Station Location		JE - 0217574	04/01/2021
2,060.00	0.00	Employee physicals (2)	SANSUM CLINIC OCCUPATIONAL MEDICINE	CLM - 0628742	04/02/2021
1,250.00	0.00	Mapping services, March 2021	ZWORLD GIS	CLM - 0628980	04/06/2021
4,290.00	0.00	Financial Policies report, Feb 2021	CAPITOL PUBLIC FINANCE GROUP	CLM - 0629345	04/08/2021
664.82	0.00	Peer Support Coordinator, January-March 2021	SANTA BARBARA CO FIRE CHIEF ASSOC	CLM - 0629384	04/08/2021
93.75	0.00	IT support - billable hours, March 2021	LATITUDE 34 TECHNOLOGIES INC	CLM - 0629424	04/08/2021
-6,715.00	0.00	INVOICE# 2021-05 AP TRITON FIRE STATION LOCATION		JE - 0216599	04/09/2021
1,421.00	0.00	Employee physical (1)	SANSUM CLINIC OCCUPATIONAL MEDICINE	CLM - 0630928	04/19/2021
1,036.00	0.00	Extractor project, Station 2	UNDERWOOD MANAGEMENT RESOURCES INC	MIC - 0149916	04/19/2021
45.00	0.00	Solar project management, March 2021	UNDERWOOD MANAGEMENT	MIC - 0149916	04/19/2021



Reg. Mtg. Pg. 192 Finance Pg. 60 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/19/2021	MIC - 0149916	RESOURCES INC UNDERWOOD MANAGEMENT RESOURCES INC	Station 1 Flooring project management, March 2021	0.00	1,260.00
04/21/2021	CLM - 0631236	LATITUDE 34 TECHNOLOGIES INC	IT support, May 2021	0.00	4,600.00
04/26/2021	MIC - 0150204	PTRUTNER FIRE PROTECTION ENGINEERING INC	Fire sprinkler system plans review	0.00	400.00
04/26/2021	MIC - 0150204	PTRUTNER FIRE PROTECTION ENGINEERING INC	Fire sprinkler system plans review (2)	0.00	800.00
04/27/2021	CLM - 0631963	PACIFIC NETWORKS	Computer cable relocation, Sta. 1 (6 offices)	0.00	1,522.26
04/28/2021	CLM - 0632115	PRICE POSTEL & PARMA	Legal services, March 2021	0.00	2,376.00
			Total Professional & Special Service	0.00	51,311.23
Line Item Acco	ount 7507 ADP F	Payroll Fees			
03/12/2021	EFC - 0029342	ADP INC	ADP fees, February 2021	0.00	568.96
03/15/2021	EFC - 0029340	ADP INC	ADP fees, W-2'S	0.00	373.35
04/09/2021	EFC - 0029523	ADP INC	ADP fees, March 2021	0.00	640.14
			Total ADP Payroll Fees	0.00	1,582.45
Line Item Acco	ount 7510 Contra	actual Services			
03/01/2021	CLM - 0624157	AMERAVANT	Reformatted homepage to promote HHAP-Vent Retrofit	0.00	700.00
03/02/2021	CLM - 0624381	CREWSENSE LLC	Monthly support plan: March 2021	0.00	99.00
03/23/2021	CLM - 0626327	SPATIAL NETWORKS INC	Fulcrum App, acting capt licenses (6)	0.00	787.00
03/25/2021	CLM - 0627428	LATITUDE 34 TECHNOLOGIES INC	Cloud back up for 2 servers, monthly fee	0.00	280.00
03/25/2021	CLM - 0627428	LATITUDE 34 TECHNOLOGIES INC	Exchange Online; tablet command email accts	0.00	96.00
03/25/2021	CLM - 0627428	LATITUDE 34 TECHNOLOGIES INC	Office 365 E1/E3 license subscription	0.00	1,076.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Evernote Premium for Div91, annual fee	0.00	69.99
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Fax, Zoom and apps, monthly fees	0.00	306.50
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	IT back-up cloud service, annual fee	0.00	799.50
04/05/2021	CLM - 0628862	CREWSENSE LLC	Monthly support plan: April 2021	0.00	99.00
04/08/2021	MIC - 0149485	LATITUDE 34 TECHNOLOGIES INC	Adobe Suite Subscription, C. Favuzzi	0.00	559.93



Reg. Mtg. Pg. 193 Finance Pg. 61 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Dropbox business account, BC914	0.00	199.00
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	ESRI Arcmap software, Elmquist	0.00	1,500.00
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Fax, Zoom and apps, monthly fees	0.00	303.31
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	IT back-up cloud service, annual fee (credit)	0.00	-755.69
04/21/2021	CLM - 0631236	LATITUDE 34 TECHNOLOGIES INC	Cloud back up for 2 servers, monthly fee	0.00	280.00
04/21/2021	CLM - 0631236	LATITUDE 34 TECHNOLOGIES INC	Exchange Online; tablet command email accts	0.00	96.00
04/21/2021	CLM - 0631236	LATITUDE 34 TECHNOLOGIES INC	Office 365 E1/E3 license subscription	0.00	1,076.00
			Total Contractual Services	0.00	7,571.54
Line Item Acco	ount 7540 Rents	/Leases-Equipment			
03/01/2021	CLM - 0624111	COASTAL COPY	Quarterly maintenance for copier, 2/28/21-5/30/21	0.00	1,089.51
03/02/2021	MIC - 0147954	QUINN CO	Generator service, Sta 1 (credit)	0.00	-397.50
03/02/2021	MIC - 0147954	QUINN CO	Generator Sta 1: Service parts	0.00	263.50
03/02/2021	MIC - 0147954	QUINN CO	Generator Sta 2: Coolant sensor	0.00	199.63
03/22/2021	CLM - 0626577	WELLS FARGO VENDOR FINANCIAL SERVICES LLC	Copier lease, March 2021	0.00	179.44
04/19/2021	CLM - 0630861	WELLS FARGO VENDOR FINANCIAL SERVICES LLC	Copier lease, April 2021	0.00	179.44
			Total Rents/Leases-Equipment	0.00	1,514.02
Line Item Acco	ount 7546 Admir	nistrative Expense			
04/19/2021	JE - 0215562		SB2557 Property Tax Admin Fee 2020/21 (7546)	0.00	198,575.00
			Total Administrative Expense	0.00	198,575.00
Line Item Acco	ount 7580 Rents	/Leases-Structure			
03/31/2021	CLM - 0628213	Community Radio Inc	Gibraltar space rental qtrly, Apr-June 2021	0.00	2,397.60
			Total Rents/Leases-Structure	0.00	2,397.60
Line Item Acco	ount 7630 Small	Tools & Instruments			
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT	Binoculars for E92	0.00	113.46
	unty of Santa Barba	ara, FIN Las	t Updated: 5/14/2021 3:53 AM		Page 18 of 24

Reg. Mtg. Pg. 194 Finance Pg. 62 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
		SYSTEM			
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Chainsaw equipment	0.00	54.71
04/01/2021	JE - 0217576		Reclass dosimeters to budgeted LIA 7348 CLM0619033	0.00	-6,150.00
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Flashlights for Medic 91	0.00	263.20
			Total Small Tools & Instruments	0.00	-5,718.63
Line Item Acco	ount 7650 Specia	al Departmental Expense			
03/30/2021	CLM - 0628136	ENTENMANN ROVIN CO	6 Badges: New firefighters (4), PIO (2)	0.00	686.89
03/30/2021	JE - 0216006		SB County Election: Board of Directors, Nov 2020	0.00	7,142.96
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Statement of Information filing for Chiefs Assoc	0.00	20.00
04/30/2021	DJE - 0140819		A. Broumand reimb for personal purchase on CC	0.00	-291.84
			Total Special Departmental Expense	0.00	7,558.01
Line Item Acco	ount 7671 Specia	al Projects			
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Neighborhood chipping flyer: mailing expense	0.00	1,239.99
			Total Special Projects	0.00	1,239.99
Line Item Acco	ount 7730 Trans	portation and Travel			
03/24/2021	TRC - 0051232	NIC ELMQUIST	N. Elmquist Reimb: Esperanza Staff Ride	0.00	138.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Business meeting: PIO interview panel	0.00	56.50
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Business meeting: Retirement lunch for A. Widling	0.00	230.00
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	COVID-9: Employee isolations (2), meals and hotel	0.00	548.68
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	J. Moran: Rental car to transport engine to shop	0.00	40.23
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Juarez +3: Wildfire Protection virtual conference	0.00	495.00
03/30/2021	TRC - 0051259	TRAVIS EDERER	T. Ederer Reimb: Esperanza Staff Ride	0.00	323.80
04/15/2021	TRC - 0051391	MAEVE JUAREZ	M. Juarez Reimb: Esperanza Staff Ride	0.00	156.00



Reg. Mtg. Pg. 195 Finance Pg. 63 From 3/1/2021 to 4/30/2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Business meeting: 900 + MFA Executive Board	0.00	38.81
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Business meeting: 900 + Supervisor D. Williams	0.00	26.18
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	COVID-19: Employee isolation, hotel rooms (credit)	0.00	-192.17
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	J. Moran: Rental car to pick-up E92 from shop	0.00	40.60
			Total Transportation and Travel	0.00	1,901.63
Line Item Acc	ount 7731 Gasol	ine-Oil-Fuel			
03/01/2021	CLM - 0624100	McCormix Corporation	Diesel fuel, 2/26/21	0.00	1,656.57
03/03/2021	CLM - 0624546	FUEL SMART	Gasoline charges, February 2021	0.00	356.69
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	Gasoline charges	0.00	1,122.56
03/25/2021	CLM - 0627618	McCormix Corporation	Diesel fuel, 3/18/21	0.00	1,678.21
03/30/2021	CLM - 0628184	DAVID NEELS	D. Neels Reimbursement: Fuel	0.00	70.49
04/02/2021	CLM - 0628748	FUEL SMART	Gasoline charges, March 2021	0.00	314.04
04/05/2021	CLM - 0628920	McCormix Corporation	Diesel fuel, 3/30/21	0.00	1,122.70
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Gasoline charges	0.00	1,205.00
04/27/2021	CLM - 0631893	McCormix Corporation	Diesel fuel, 4/20/21	0.00	1,682.70
04/30/2021	DJE - 0140819		MWD reimb for diesel fuel thru 01/2021	0.00	-2,754.41
			Total Gasoline-Oil-Fuel	0.00	6,454.55
Line Item Acc	ount 7732 Traini	ng			
03/22/2021	MIC - 0148684	HAYWARD LUMBER COMPANY SB	Live fire training materials	0.00	1,996.65
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	J. Moran: CPR/AED re-certification	0.00	18.75
03/25/2021	CLM - 0627464	US BANK CORPORATE PAYMENT SYSTEM	S. Edwards: CPR/AED re-certification		27.50
03/25/2021	CLM - 0627493	BRANDON BENNEWATE	B. Bennewate Reimb: Company Officer 2A	0.00	386.60
03/25/2021	CLM - 0627496	BRANDON BENNEWATE	B. Bennewate Reimb: Company Officer 2B	0.00	328.77
03/25/2021	CLM - 0627500	BRANDON BENNEWATE	B. Bennewate Reimb: Company Officer 2C	0.00	353.02
<b>600</b> Co	ounty of Santa Barba	ura, FIN Las	st Updated: 5/14/2021 3:53 AM		Page 20 of 24 May 24, 2021

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
03/25/2021	CLM - 0627501	NICHOLAS EUBANK	N. Eubank Reimb: Company Officer 2C	0.00	299.02
03/31/2021	CLM - 0628171	BRANDON BENNEWATE	B. Bennewate Reimb: Company Officer 2D	0.00	371.42
03/31/2021	CLM - 0628232	Santa Barbara County Fire Department	C. Spencer: S-290 Interm Wildland Fire Behavior	0.00	150.00
03/31/2021	CLM - 0628243	BENJAMIN HAUSER	B. Hauser Reimb: Allan Hancock POLS 103	0.00	161.00
04/16/2021	CLM - 0630561	HAYWARD LUMBER COMPANY SB	Academy: Training materials	0.00	154.25
04/19/2021	CLM - 0630930	DANIEL ARNOLD	D. Arnold Reimb: Mastering the Fire Assessment Ctr	0.00	459.00
04/19/2021	TRC - 0051401	GARET BLAKE	G. Blake Reimb: Confined Space Tech. 3/8-12/21	0.00	162.13
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Academy supplies: training equipment (credit)	0.00	-254.15
04/20/2021	CLM - 0630964	US BANK CORPORATE PAYMENT SYSTEM	Firefighting textbook for Academy students (7)	0.00	626.50
04/21/2021	CLM - 0631104	TRAVIS EDERER	Academy supplies: lumber for vent training	0.00	4,330.28
04/21/2021	TRC - 0051409	JERED WALBERG	J. Walberg Reimb: Confined Space Rescue Tech.	0.00	160.00
04/23/2021	CLM - 0630555	MARBORG INDUSTRIES	Academy: Sink service	0.00	90.20
			Total Training	0.00	9,820.94
Line Item Acco	ount 7760 Utilitie	9S			
03/05/2021	MIC - 0148071	MONTECITO WATER DISTRICT	Water service, Sta. 1	0.00	325.48
03/05/2021	MIC - 0148071	MONTECITO WATER DISTRICT	Water service, Sta. 2	0.00	262.00
03/22/2021	CLM - 0626675	SOUTHERN CALIFORNIA EDISON	Electricity service, Sta. 1 & 2	0.00	2,032.81
03/22/2021	MIC - 0148676	THE GAS COMPANY	Gas service, Sta. 1 - 03/05/21	0.00	315.53
03/22/2021	MIC - 0148676	THE GAS COMPANY	Gas service, Sta. 2 - 03/08/21	0.00	260.52
03/25/2021	CLM - 0627442	SOUTHERN CALIFORNIA EDISON	Electricity service, 1259 E Valley Rd	0.00	13.38
04/08/2021	MIC - 0149381	MONTECITO WATER DISTRICT	Water service, Sta. 1	0.00	642.88
04/08/2021	MIC - 0149381	MONTECITO WATER DISTRICT	Water service, Sta. 2	0.00	304.32
04/16/2021	MIC - 0149827	THE GAS COMPANY	Gas service, Sta. 1 - 04/03/21	0.00	186.31
04/16/2021	MIC - 0149827	THE GAS COMPANY	Gas service, Sta. 2 - 04/06/21	0.00	181.24
04/20/2021	CLM - 0631090	SOUTHERN CALIFORNIA EDISON	Electricity service, Sta. 1 & 2	0.00	2,130.17
			Total Utilities	0.00	6,654.64



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Post On	Document	Vendor/Employee Name	Description	Hours	Amount
Line Item Acco	ount 8200 Struct	ures&Struct Improvements			
03/25/2021	CLM - 0627424	TIMBER & WOOL CUSTOM FLOORS	Flooring, Sta. 1 - labor + 50% material	0.00	33,361.61
			Total Structures&Struct Improvements	0.00	33,361.61
Line Item Acco	unt 8300 Equipi	nent			
03/01/2021	CLM - 0624084	STRYKER SALES CORPORATION	Lifepak 15 Cardiac Monitor (budgeted)	0.00	32,798.09
03/05/2021	MIC - 0148121	BAUER COMPRESSORS	SCBA system replacement (budgeted)	0.00	483,607.37
03/18/2021	MIC - 0148535	L N CURTIS & SONS	Thermal imager cameras (budgeted)	0.00	5,764.80
03/25/2021	MIC - 0148959	BAUER COMPRESSORS	SCBA system replacement (budgeted)	0.00	6,174.93
04/21/2021	CLM - 0631094	L N CURTIS & SONS	Thermal imager camera (budgeted)	0.00	5,356.38
			Total Equipment	0.00	533,701.57
			Total Montecito Fire Protection Dist	0.00	3,741,844.90



Amount

-13,228.89

-13,228.89

Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 3652 ·	Montecito	Fire Cap Outlay Res	
Post On	Document	Vendor/Employee Name	Description
Line Item Acco	unt 8200 Struc	tures&Struct Improvements	
04/01/2021	JE - 0217592		Reclass compressor to budgeted LIA JE 0212777
			Total Structures&Struct Improvements

#### Line Item Account 8300 -- Equipment

04/01/2021	JE - 0217592	R91 vehicle: Compressor (reclass from JE 0212777)		0.00	13,228.89
04/27/2021	CLM - 0631875	CARAVAN CAMPER TOPS INC	Vehicle equipment, BC 96 (budgeted)	0.00	7,242.39
			Total Equipment	0.00	20,471.28

Total Montecito Fire Cap Outlay Res0.007,242.39

Hours

0.00

0.00



Selection Criteria: Fund = 3650, 3652, 3653

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 3653	Montecito F	Fire Land & Building			
Post On	Document	Vendor/Employee Name	Description	Hours	Amount
Line Item Acco	ount 7460 Profes	sional & Special Service			
04/28/2021	CLM - 0632115	PRICE POSTEL & PARMA	Joint FS: Legal services, March 2021	0.00	468.00
			Total Professional & Special Service	0.00	468.00
Line Item Acco	ount 8200 Struct	ures&Struct Improvements			
03/17/2021	CLM - 0626144	ASHLEY & VANCE ENGINEERING INC	Civil Engineer for 1257 E Valley Rd rebuild	0.00	860.00
03/23/2021	CLM - 0626899	PACIFIC ARC INC ARCHITECTS	Architect for 1257 East Valley Road rebuild	0.00	2,000.00
03/24/2021	MIC - 0148782	UNDERWOOD MANAGEMENT RESOURCES INC	1255/1257 East Valley Rd project mngmt., Feb 2021	0.00	600.00
03/24/2021	MIC - 0148782	UNDERWOOD MANAGEMENT RESOURCES INC	1259 East Valley Rd project management, Feb 2021	0.00	75.00
03/29/2021	CLM - 0627951	WICKS SOLAR INC	Roof replacement (70% complete): 1259 E Valley Rd	0.00	9,712.50
04/19/2021	CLM - 0630646	FENCE FACTORY RENTALS	Fencing for rental property rebuild	0.00	83.10
04/19/2021	MIC - 0149915	UNDERWOOD MANAGEMENT RESOURCES INC	1255/1257 East Valley Rd project mngmt., Mar 2021	0.00	387.50
04/19/2021	MIC - 0149915	UNDERWOOD MANAGEMENT RESOURCES INC	1259 East Valley Rd project management, Mar 2021	0.00	645.00
04/21/2021	CLM - 0631102	PACIFIC ARC INC ARCHITECTS	Architect for 1257 East Valley Road rebuild	0.00	785.50
			Total Structures&Struct Improvements	0.00	15,148.60
			Total Montecito Fire Land & Building	0.00	15,616.60



#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 3yr

Line Item Account	4/30/2019 Year-To-Date Actual	4/30/2020 Year-To-Date Actual	4/30/2021 Year-To-Date Actual
Revenues			
Taxes			
3010 Property Tax-Current Secured	15,727,006.52	16,210,725.59	17,008,889.49
3011 Property Tax-Unitary	-252.10	85,132.27	92,447.47
3015 PT PY Corr/Escapes Secured	551.53	-17,021.98	57,684.86
3020 Property Tax-Current Unsecd	567,821.33	643,676.35	611,204.67
3023 PT PY Corr/Escapes Unsecured	2,834.18	11,358.57	6,661.90
3040 Property Tax-Prior Secured	61.95	821.28	-2,158.49
3050 Property Tax-Prior Unsecured	-6,491.45	84,368.52	11,915.33
3054 Supplemental Pty Tax-Current	-12,381.14	129,066.05	52,904.15
3056 Supplemental Pty Tax-Prior	2,070.03	2,419.17	-369.83
Taxes	16,281,220.85	17,150,545.82	17,839,179.55
Fines, Forfeitures, and Penalties			
3057 PT-506 Int, 480 CIOS/CIC Pen	-4,266.11	26.87	695.12
Fines, Forfeitures, and Penalties	-4,266.11	26.87	695.12
Use of Money and Property			
3380 Interest Income	108,032.47	98,204.29	32,071.05
3381 Unrealized Gain/Loss Invstmnts	59,519.39	29,915.04	-78,196.65
3409 Other Rental of Bldgs and Land	1,290.00	7,740.00	0.00
Use of Money and Property	168,841.86	135,859.33	-46,125.60
Intergovernmental Revenue-State			
3750 State-Emergency Assistance	934,583.47	380,639.81	1,025,121.40
4160 State Aid for Disaster	1,858,865.01	0.00	0.00
4220 Homeowners Property Tax Relief	67,604.56	66,081.26	65,439.92
4310 State Grant	0.00	0.00	117,635.00
Intergovernmental Revenue-State	2,861,053.04	446,721.07	1,208,196.32

#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 3yr

Line Item Account	4/30/2019 Year-To-Date Actual	4/30/2020 Year-To-Date Actual	4/30/2021 Year-To-Date Actual	
Intergovernmental Revenue-Federal				
4476 Federal Emergency Assistance	283,623.74	75,320.67	1,804,377.59	
4610 Federal Aid for Disaster	4,669,969.00	0.00	0.00	
Intergovernmental Revenue-Federal	4,953,592.74	75,320.67	1,804,377.59	
Charges for Services				
5105 Reimb for District Services	147,083.17	123,885.22	154,318.72	
Charges for Services	147,083.17	123,885.22	154,318.72	
Miscellaneous Revenue				
5768 Safety Member Reimbursement	0.00	64,416.13	61,831.35	
5769 State Reimbursements	0.00	0.00	-10,877.56	
5780 Insurance Proceeds & Recovery	34,867.69	0.00	0.00	
5894 Other-Payment for Damages	0.00	1,176,284.41	0.00	
5895 Other-Donations	300.00	1,250.00	1,305.00	
5909 Other Miscellaneous Revenue	24,466.74	33,813.67	7,215.33	
Miscellaneous Revenue	59,634.43	1,275,764.21	59,474.12	
Revenues	24,467,159.98	19,208,123.19	21,020,115.82	
Expenditures				
Salaries and Employee Benefits				
6100 Regular Salaries	6,704,945.74	7,458,461.90	7,221,203.59	
6300 Overtime	70,415.68	48,217.53	55,175.49	
6301 Overtime - Reimbursable	842,267.17	76,413.47	1,898,079.30	20
6310 Overtime - Constant Staffing	244,349.79	428,960.38	484,935.29	
6400 Retirement Contribution	2,125,174.62	2,547,427.41	2,867,534.68	
6450 Supp Retirement Contribution	0.00	0.00	1,000,000.00	
6550 FICA/Medicare	110,163.36	113,410.64	132,870.24	
6600 Health Insurance Contrib	1,561,206.64	1,656,747.96	1,682,723.89	

Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 3yr

Line Item Account	4/30/2019 Year-To-Date Actual	4/30/2020 Year-To-Date Actual	4/30/2021 Year-To-Date Actual	
6700 Unemployment Ins Contribution	5,948.51	5,640.83	5,912.18	
6900 Workers Compensation	486,157.87	457,133.80	550,867.83	
Salaries and Employee Benefits	12,150,629.38	12,792,413.92	15,899,302.49	
Services and Supplies				
7030 Clothing and Personal	57,246.50	67,415.53	120,406.66	
7050 Communications	98,824.80	100,258.21	94,255.97	
7060 Food	8,030.63	150.90	2,243.41	
7070 Household Supplies	22,498.00	42,947.78	24,381.70	
7090 Insurance	32,017.00	32,345.00	42,895.70	
7120 Equipment Maintenance	57,378.76	39,943.92	50,632.58	
7200 Structure & Ground Maintenance	29,434.99	41,213.44	16,662.08	
7205 Fire Defense Zone	153,024.85	107,184.92	280,597.58	21
7322 Consulting & Mgmt Fees	105.00	630.00	420.00	
7324 Audit and Accounting Fees	17,378.50	16,595.00	20,157.00	
7348 Instruments & Equip. < \$5000	18,527.63	38,696.69	97,538.61	
7363 Equipment Maintenance	98,902.09	91,753.47	172,055.40	11
7400 Medical, Dental and Lab	25,003.80	29,131.71	30,201.95	
7430 Memberships	13,465.45	13,082.09	9,973.45	
7450 Office Expense	18,355.14	24,152.89	35,519.16	
7460 Professional & Special Service	243,963.42	382,389.54	320,014.48	
7507 ADP Payroll Fees	6,386.69	8,771.60	5,747.34	
7510 Contractual Services	47,133.14	119,788.58	95,153.15	
7530 Publications & Legal Notices	2,278.90	1,687.96	4,066.35	
7540 Rents/Leases-Equipment	0.00	20,935.53	4,231.23	
7546 Administrative Expense	244,640.00	244,914.00	198,575.00	
7580 Rents/Leases-Structure	6,597.63	9,466.50	9,558.12	
7630 Small Tools & Instruments	997.41	7,100.32	5,062.44	



#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 3yr

Line Item Account	4/30/2019 Year-To-Date Actual	4/30/2020 Year-To-Date Actual	4/30/2021 Year-To-Date Actual
7650 Special Departmental Expense	73,486.81	-7,556.34	21,942.23
7671 Special Projects	3,285.32	9,181.51	1,239.99
7730 Transportation and Travel	26,178.73	38,197.62	32,844.52
7731 Gasoline-Oil-Fuel	50,258.71	45,091.03	39,496.01
7732 Training	52,154.83	66,275.27	29,601.48
7760 Utilities	41,013.65	37,215.69	53,575.44
Services and Supplies	1,448,568.38	1,628,960.36	1,819,049.03
Capital Assets			
8200 Structures&Struct Improvements	0.00	393,171.29	53,358.62
8300 Equipment	73,456.54	224,760.39	533,701.57
Capital Assets	73,456.54	617,931.68	587,060.19
Expenditures	13,672,654.30	15,039,305.96	18,305,411.71
Other Financing Sources & Uses			
Other Financing Uses			
7901 Oper Trf (Out)	0.00	0.00	0.00
Other Financing Uses	0.00	0.00	0.00
Other Financing Sources & Uses	0.00	0.00	0.00
Changes to Fund Balances Decrease to Restricted			
9797 Unrealized Gains	0.00	35,941.19	89,044.17
Decrease to Restricted	0.00	35,941.19	89,044.17
Decrease to Committed			
9850 Salary & Retirement Offset	0.00	0.00	1,000,000.00
Decrease to Committed	0.00	0.00	1,000,000.00



#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 3yr

Line Item Account	4/30/2019 Year-To-Date Actual	4/30/2020 Year-To-Date Actual	4/30/2021 Year-To-Date Actual
Increase to Restricted			
9797 Unrealized Gains	2,826.94	65,856.23	10,847.52
Increase to Restricted	2,826.94	65,856.23	10,847.52
Increase to Committed			
9850 Salary & Retirement Offset	0.00	0.00	0.00
Increase to Committed	0.00	0.00	0.00
Changes to Fund Balances	-2,826.94	-29,915.04	1,078,196.65
Montecito Fire Protection Dist	10,791,678.74	4,138,902.19	3,792,900.76
Net Financial Impact	10,791,678.74	4,138,902.19	3,792,900.76



## **Expenditure Trend**

#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 6mo, MTDActual

Line Item Account	11/30/2020 Month-To-Date Actual	12/31/2020 Month-To-Date Actual	1/31/2021 Month-To-Date Actual	2/28/2021 Month-To-Date Actual	3/31/2021 Month-To-Date Actual	4/30/2021 Month-To-Date Actual
Expenditures						
Salaries and Employee Benefits						
6100 Regular Salaries	12,261.43	978,507.27	535,273.62	697,370.08	739,128.03	1,207,918.78
6300 Overtime	17,023.70	24,649.51	0.00	7,969.24	0.00	0.00
6301 Overtime - Reimbursable	925,550.79	58,362.05	0.00	14,178.96	0.00	0.00
6310 Overtime - Constant Staffing	121,695.03	107,249.64	0.00	63,605.10	0.00	0.00
6400 Retirement Contribution	191,234.27	247,767.48	121,914.53	139,265.69	126,102.69	139,685.86
6450 Supp Retirement Contribution	0.00	500,000.00	0.00	0.00	0.00	0.00
6550 FICA/Medicare	14,843.13	17,744.18	6,442.50	11,192.34	10,445.80	18,417.37
6600 Health Insurance Contrib	152,118.77	165,277.58	168,131.37	157,518.52	172,688.81	188,820.39
6700 Unemployment Ins Contribution	89.76	169.76	4,771.99	-8,900.86	26.64	9,703.21
6900 Workers Compensation	-81.55	0.00	0.00	0.00	0.00	0.00
Total Salaries and Employee Benefits	1,434,735.33	2,099,727.47	836,534.01	1,082,199.07	1,048,391.97	1,564,545.61
Services and Supplies						
7030 Clothing and Personal	2,514.11	499.48	3,762.04	50,618.93	10,379.53	44,340.99
7050 Communications	8,260.26	8,493.61	7,602.92	6,831.72	11,150.76	10,005.62
7060 Food	1,394.85	0.00	0.00	111.80	107.17	308.42
7070 Household Supplies	3,890.91	1,711.05	1,377.75	2,570.71	3,598.50	2,453.08
7090 Insurance	0.00	0.00	0.00	0.00	0.00	1,111.70
7120 Equipment Maintenance	4,232.56	1,710.98	2,644.09	10,331.65	9,284.23	13,686.31
7200 Structure & Ground Maintenance	1,975.84	1,220.00	1,220.00	2,153.00	2,325.36	1,220.00
7205 Fire Defense Zone	56,405.08	36,166.34	41,153.93	782.02	32,781.89	36,547.35
7322 Consulting & Mgmt Fees	420.00	0.00	0.00	0.00	0.00	0.00
7324 Audit and Accounting Fees	0.00	8,085.00	0.00	0.00	12,072.00	0.00
7348 Instruments & Equip. < \$5000	253.04	15,818.54	3,268.17	4,076.37	7,735.55	31,091.08
7363 Equipment Maintenance	10,037.18	8,247.85	7,117.22	25,575.00	14,319.85	13,152.84
7400 Medical, Dental and Lab	356.11	1,964.93	5,812.81	3,442.75	4,505.53	269.32
7430 Memberships	898.45	0.00	0.00	0.00	0.00	60.00



## **Expenditure Trend**

#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 6mo, MTDActual

Line Item Account	11/30/2020 Month-To-Date Actual	12/31/2020 Month-To-Date Actual	1/31/2021 Month-To-Date Actual	2/28/2021 Month-To-Date Actual	3/31/2021 Month-To-Date Actual	4/30/2021 Month-To-Date Actual
7450 Office Expense	20,637.30	1,392.39	939.23	1,588.30	5,327.63	3,146.46
7460 Professional & Special Service	26,221.83	63,526.00	51,449.33	63,312.11	42,922.90	8,388.33
7507 ADP Payroll Fees	521.33	518.96	545.14	523.26	942.31	640.14
7510 Contractual Services	8,075.26	13,222.76	5,147.10	3,740.92	4,213.99	3,357.55
7530 Publications & Legal Notices	844.32	82.65	0.00	84.36	0.00	0.00
7540 Rents/Leases-Equipment	576.94	1,020.28	179.44	179.44	1,334.58	179.44
7546 Administrative Expense	0.00	0.00	0.00	0.00	0.00	198,575.00
7580 Rents/Leases-Structure	0.00	0.00	2,397.60	0.00	2,397.60	0.00
7630 Small Tools & Instruments	0.00	0.00	7,988.11	341.72	168.17	-5,886.80
7650 Special Departmental Expense	-6,006.96	1,026.35	0.00	11,521.12	7,829.85	-271.84
7671 Special Projects	0.00	0.00	0.00	0.00	0.00	1,239.99
7730 Transportation and Travel	6,685.92	5,107.14	2,062.99	1,424.52	1,832.21	69.42
7731 Gasoline-Oil-Fuel	7,527.95	3,697.09	5,401.81	2,557.97	4,884.52	1,570.03
7732 Training	4,475.00	997.85	7,507.28	1,994.41	4,092.73	5,728.21
7760 Utilities	3,230.83	12,209.16	3,493.90	3,470.98	3,209.72	3,444.92
Total Services and Supplies	163,428.11	186,718.41	161,070.86	197,233.06	187,416.58	374,427.56
Capital Assets						
8200 Structures&Struct Improvements	0.00	0.00	0.00	14,171.61	33,361.61	0.00
8300 Equipment	0.00	0.00	0.00	0.00	528,345.19	5,356.38
Total Capital Assets	0.00	0.00	0.00	14,171.61	561,706.80	5,356.38
Total Expenditures	1,598,163.44	2,286,445.88	997,604.87	1,293,603.74	1,797,515.35	1,944,329.55
Other Financing Sources & Uses						
Other Financing Uses						
7901 Oper Trf (Out)	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources & Uses	0.00	0.00	0.00	0.00	0.00	0.00
●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●●		Last Updated: 5/14/	/2021 3:53 AM			Page 2 of 3

## **Expenditure Trend**

#### Selection Criteria: Fund = 3650

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund; Columns = 6mo, MTDActual

Line Item Account	11/30/2020 Month-To-Date Actual	12/31/2020 Month-To-Date Actual	1/31/2021 Month-To-Date Actual	2/28/2021 Month-To-Date Actual	3/31/2021 Month-To-Date Actual	4/30/2021 Month-To-Date Actual
Changes to Fund Balances						
Changes to Restricted						
9797 Unrealized Gains	0.00	10,847.52	0.00	0.00	0.00	0.00
Total Changes to Restricted	0.00	10,847.52	0.00	0.00	0.00	0.00
Total Changes to Fund Balances	0.00	10,847.52	0.00	0.00	0.00	0.00
Total Montecito Fire Protection Dist	1,598,163.44	2,297,293.40	997,604.87	1,293,603.74	1,797,515.35	1,944,329.55
Total Report	1,598,163.44	2,297,293.40	997,604.87	1,293,603.74	1,797,515.35	1,944,329.55



#### Montecito Fire Department Mutual Aid Billing Detail FY 2020-21

Fire Name, #	Period Covered	Invoice #	Invoice Date	Agency	Total Due	Date Received	Amount Received
Camp Fire US&R Assist, CA-OES-054807 (FEMA)	11/17-11/25/18	0-20185330	01/24/19	CalOES	470.41	07/01/20	470.41
Saddle Ridge, CA-LFD-001582 (from FY19-20)	10/11-10/15/19	0-20190786	02/03/20	CalOES	9,540.53	07/15/20	9,540.53
Apple, CA-RRU-096640	08/01-08/10/20	U-20200495	10/05/20	CalOES	164,563.27	04/19/21	164,563.27
Apple, CA-RRU-096640 (M. Juarez)	08/01-08/10/20	U-20200998	11/07/20	CalOES	53,682.10	03/01/21	53,682.10
August Complex, CA-MNF-000753	08/18-08/28/20	F-20200266	10/27/20	USFS	63,151.56	03/30/21	63,151.56
Bobcat, CA-ANF-003687	09/07-10/02/20	F-20201189	12/03/20	USFS	138,537.69	03/30/21	138,537.69
Bond, CA-ORC-136890	12/03-12/05/20	U-20202331	02/02/21	CalOES	30,785.02		
Branch, CA-SLU-009669	07/29-07/31/20	U-20200399	09/23/20	CalOES	29,443.69	04/19/21	29,443.69
BTU Lightning, CA-BTU-009692	09/03-09/09/20	U-20201661	11/24/20	CalOES	70,781.82	03/01/21	70,781.82
BTU North Complex, CA-BTU-010751	09/13-09/28/20	U-20201366	12/21/20	CalOES	265,624.57	04/12/21	265,624.57
Castle, CA-SQF-002541 (BB only)	08/23-08/31/20	F-20200769	11/13/20	USFS	21,482.56	04/09/21	21,482.56
Castle, CA-SQF-002541 (EK only)	08/26-09/13/20	F-20200616	11/04/20	USFS	50,142.55	03/30/21	50,142.54
Castle, CA-SQF-002541	08/26-10/10/20	F-20201506	12/16/20	USFS	164,968.47		
Castle, CA-SQF-002541	09/20-10/07/20	F-20201711	01/19/21	USFS	64,202.26	04/09/21	64,202.26
Creek, CA-SNF-001391	10/25-11/22/20	F-20201735	01/28/21	USFS	107,649.77	04/09/21	107,649.77
Creek South Zone, CA-SNF-001391	10/02-10/17/20	F-20201373	12/10/20	USFS	324,261.61	03/16/21	324,261.61
Dolan, CA-LPF-002428 (MJ and SC only)	08/19-09/03/20	F-20200375	10/28/20	USFS	126,376.18	03/16/21	126,376.18
Dolan, CA-LPF-002428 (NE)	09/21-10/06/20	F-20201068	12/02/20	USFS	58,221.90	03/30/21	58,221.90
Dolan, CA-LPF-002428 (FSLA)	08/18-10/23/20	2020-12	11/30/20	USFS	367,403.16	02/12/21	367,403.16
Dome, CA-MFP-012356	08/17-08/23/20			USFS	14,752.82	04/19/21	14,752.82
El Dorado, CA-BDU-012925	09/14-09/29/20	U-20201588	12/09/20	CalOES	35,522.34	04/05/21	35,522.34
Glass, CA-LNU-15947	09/29-10/14/20	U-20201928	12/02/20	CalOES	45,616.16	04/05/21	45,616.16
Holser, CA-VNC-066767	08/17-08/21/20	U-20200705	11/10/20	CalOES	67,834.95	03/01/21	67,834.95
July Complex, CA-MDF-000487	07/23-08/09/20	F-20201043	11/24/20	USFS	64,063.03		
Lake, CA-ANF-003273	08/12-08/22/20	F-20200458	11/10/20	USFS	98,744.74	03/16/21	98,744.74
LPF Support, CA-LPF-000003	08/14-08/18/20	2020-11	11/30/20	USFS	38,306.97	02/11/21	38,306.97
Luna, NM-CAF-000631	10/25-10/29/20	F-20201563	12/28/20	USFS	8,835.96		
Mineral, CA-FKU-010219	07/15-07/23/20	U-20200100	08/12/20	CalOES	20,117.92	01/12/21	20,117.92
Moc, CA-TCU-009457	08/21-08/26/20	U-20200668	10/20/20	CalOES	90,589.25	03/01/21	90,589.25
North, CA-LAC-128550	4/29/2021			CalOES	10,018.36		
North Complex USAR, CA-OES-000015	09/21-09/28/20	O-20200174	11/23/20	CalOES	38,754.66		
OES Pre-position, CA-XSB-200104	12/07-12/09/20	0-20200551	02/12/21	CalOES	19,652.97	05/03/21	19,652.97
ONC Staging (7/23), CA-ONC-000002	7/23/2020	F-20201046	11/24/20	USFS	822.00		
OSC Staging (7/31), CA-OSC-000031	07/31-08/01/20	F-20200121	09/28/20	USFS	3,854.47	03/30/21	3,854.47
OSC Staging (8/15), CA-OSC-000004	08/15-08/17/20	F-20200677	11/06/20	USFS	5,944.36		
OSC Staging (9/4), CA-OSC-000031	09/04-09/05/20	F-20201022	11/19/20	USFS	18,199.44		
Pond, CA-SLU-009866	08/01-08/05/20	U-20200386	09/22/20	CalOES	32,050.38	04/19/21	32,050.38
Red Salmon Complex, CA-SRF-000656	10/12-10/29/20	F-20201581	12/29/20	USFS	44,040.93	03/16/21	44,040.93
SCU Lightning Complex, CA-SCU-005740	08/26-09/03/20	U-20201054	11/09/20	CalOES	133,827.97	03/01/21	133,827.97
Silverado, CA-ORC-121364	10/28-10/30/20	U-20202220	01/07/21	CalOES	36,811.58	04/26/21	36,811.58
Stagecoach, CA-CND-002309	08/04-08/14/20	I-20200072	09/29/20	USFS	155,713.43	01/29/21	155,835.25
Towsley, CA-LAC-023140	01/20-01/22/21	U-20210004	05/06/21	CalOES	31,908.60		
Valley, CA-CNF-002833	09/05-09/16/20	F-20200747	11/13/20	USFS	127,413.18	03/30/21	127,413.18
					\$ 3,254,685.59		\$ 2,880,507.50

\$ 2,880,507.50

# Attachment C

#### MONTECITO FIRE PROTECTION DISTRICT PARS Post-Employment Benefits Trust

OPEB Account							
	Beginning					1-M %	3-M %
Month	Balance	Contributions	Earnings	Expenses	Ending Balance	(net)	(net)
April 2020	11,307,572.01	-	586,080.88	4,547.58	11,889,105.31	5.14%	-4.04%
May 2020	11,889,105.31	-	305,386.02	4,687.46	12,189,803.87	2.53%	-0.07%
June 2020	12,189,803.87	-	217,042.41	4,760.78	12,402,085.50	1.74%	9.68%
July 2020	12,402,085.50	-	331,142.75	4,810.83	12,728,417.42	2.63%	7.06%
August 2020	12,728,417.42	-	219,074.87	4,890.46	12,942,601.83	1.68%	6.18%
September 2020	12,942,601.83	-	(127,806.98)	4,953.35	12,809,841.50	-1.03%	3.29%
October 2020	12,809,841.50	-	(86,440.21)	4,959.37	12,718,441.92	-0.71%	-0.08%
November 2020	12,718,441.92	-	634,110.62	4,895.82	13,347,656.72	4.95%	3.13%
December 2020	13,347,656.72	-	266,560.19	5,051.48	13,609,165.43	1.96%	6.24%
January 2021	13,609,165.43	-	(37,477.22)	5,075.82	13,566,612.39	-0.31%	6.67%
February 2021	13,566,612.39	-	66,543.11	5,063.52	13,628,091.98	0.45%	2.10%
March 2021	13,628,091.98	-	2,672.05	5,082.55	13,625,681.48	-0.02%	0.12%
Total		-	2,376,888.49	58,779.02			
Total Contribu	tions to the Plan	=	8,376,000				
Total OPEB Lia	bility at 6/30/202	.0 =	15,923,820				
PARS OPEB ba	lance at 6/30/202	20 =	12,402,086				
Net OPEB Liab	ility at 6/30/2020	=	3,521,734				
	Funded stat	us =	77.9%				

#### **Pension Account**

	Beginning					1-M %	3-M %
Month	Balance	Contributions	Earnings	Expenses	Ending Balance	(net)	(net)
April 2020	4,527,080.07	-	234,807.24	1,820.64	4,760,066.67	5.15%	-4.03%
May 2020	4,760,066.67	-	122,265.78	1,876.70	4,880,455.75	2.53%	-0.07%
June 2020	4,880,455.75	-	86,721.57	1,906.05	4,965,271.27	1.74%	9.68%
July 2020	4,965,271.27	-	132,577.99	1,926.07	5,095,923.19	2.63%	7.06%
August 2020	5,095,923.19	-	87,709.41	1,957.95	5,181,674.65	1.68%	6.17%
September 2020	5,181,674.65	500,000.00	(51,583.04)	1,983.12	5,628,108.49	-1.03%	3.28%
October 2020	5,628,108.49	-	(39,739.79)	2,041.64	5,586,327.06	-0.74%	-0.19%
November 2020	5,586,327.06	-	278,063.23	2,153.26	5,862,237.03	4.94%	3.48%
December 2020	5,862,237.03	500,000.00	118,270.78	2,221.39	6,478,286.42	1.98%	6.22%
January 2021	6,478,286.42	-	(17,807.76)	2,416.60	6,458,062.06	-0.31%	6.65%
February 2021	6,458,062.06	-	32,581.81	2,410.77	6,488,233.10	0.47%	2.15%
March 2021	6,488,233.10	-	1,265.74	2,419.74	6,487,079.10	-0.02%	0.14%
Total		1,000,000.00	985,132.96	25,133.93			

Total Contributions to the Plan =	5,600,000
Total Accrued Pension Liability at 6/30/2019 =	106,136,051
CalPERS and PARS total assets at 6/30/2019 =	85,499,623
Net Pension Liability at 6/30/2019 =	<b>20,636,428</b>

Funded status =

80.6%

Reg. Mtg. Pg. 212 Finance Pg. 80



#### MONTECITO FIRE PROTECTION DISTRICT PARS Post-Employment Benefits Trust

Kevin Taylor Fire Chief Montecito Fire Protection District 595 San Ysidro Rd. Santa Barbara, CA 93108

#### **Account Summary**

Source	Balance as of 2/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 2/28/2021
OPEB PENSION	\$13,566,612.39 \$6,458,062.06	\$0.00 \$0.00	\$66,543.11 \$32,581.81	\$5,063.52 \$2,410.77	\$0.00 \$0.00	\$0.00 \$0.00	\$13,628,091.98 \$6,488,233.10
Totals	\$20,024,674.45	\$0.00	\$99,124.92	\$7,474.29	\$0.00	\$0.00	\$20,116,325.08

#### **Investment Selection**

Source		
OPEB	Montecito Fire Protection District - OPEB	
PENSION	Montecito Fire Protection District - PENSION	

#### **Investment Objective**

#### Source

OPEB	Individual account based on Moderately Conservative HighMark PLUS. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.
PENSION	Individual account based on Moderately Conservative HighMark PLUS. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.

#### **Investment Return**

				A	Annualized Retur		
Source	1-Month	3-Months	1-Year	3-Years	5-Years	<b>10-Years</b>	Plan's Inception Date
OPEB	0.49%	2.21%	12.23%	7.65%	10.02%	7.14%	1/19/2010
PENSION	0.50%	2.19%	12.15%	7.53%	-	-	6/29/2017

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change. Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return. Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Headquarters - 4350 Von Karman Ave., Suite 100, Newport Beach, CA 92660 800.540.6369 Fax 949.250.1250 www.pars.org



#### MONTECITO FIRE PROTECTION DISTRICT PARS Post-Employment Benefits Trust

Account Report for the Period 3/1/2021 to 3/31/2021

Kevin Taylor Fire Chief Montecito Fire Protection District 595 San Ysidro Rd. Santa Barbara, CA 93108

#### **Account Summary**

Source	Balance as of 3/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 3/31/2021
OPEB PENSION	\$13,628,091.98 \$6,488,233.10	\$0.00 \$0.00	\$2,672.05 \$1,265.74	\$5,082.55 \$2,419.74	\$0.00 \$0.00	\$0.00 \$0.00	\$13,625,681.48 \$6,487,079.10
Totals	\$20,116,325.08	\$0.00	\$3,937.79	\$7,502.29	\$0.00	\$0.00	\$20,112,760.58

#### **Investment Selection**

Source

OPEB	Montecito Fire Protection District - OPEB
PENSION	Montecito Fire Protection District - PENSION

#### **Investment Objective**

## Source Individual account based on Moderately Conservative HighMark PLUS. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected. PENSION Individual account based on Moderately Conservative HighMark PLUS. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected. PENSION and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.

#### **Investment Return**

		3-Months	1-Year	A	Annualized Retur		
Source	1-Month			3-Years	5-Years	10-Years	Plan's Inception Date
OPEB	0.02%	0.23%	21.05%	7.90%	8.98%	7.09%	1/19/2010
PENSION	0.02%	0.25%	20.97%	7.55%	-	-	6/29/2017

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change. Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return. Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Headquarters - 4350 Von Karman Ave., Suite 100, Newport Beach, CA 92660 800.540.6369 Fax 949.250.1250 www.pars.org

## Agenda Item #4

# MONTECITO FIRE PROTECTION DISTRICT

## Minutes for the Special Meeting of the Board of Directors

April 12, 2021 at 2:00 p.m.

Held via teleconference connection as permitted under the Governor's Executive Order N-29-20, dated March 17, 2020 due to concerns of COVID-19 ("Executive Order").

Director Lee called the meeting to order at 2:04 p.m.

**Present:** Director Lee, Director Easton, Director Ishkanian, Director van Duinwyk, Director Powell. Chief Taylor and District Counsel Mark Manion were also present.

1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District; 30 minutes total time is allotted for this discussion.

There were no public comments at this meeting.

- 2. Study Session: Comprehensive Financial Policy. Study alternatives developed by Capitol PFG that may provide for long-term financial security, funding of currently unfunded obligations, and the construction of a potential new fire station. (Strategic Plan Goal 9)
  - a. Presented by Fire Chief Taylor, District Accountant Nahas and Jeffrey Small, Capitol PFG.

Chief Taylor and District Accountant Nahas provided background information regarding the Comprehensive Financial Policy. Jeffrey Small provided a presentation regarding alternatives developed by Capitol PFG that may provide for long-term financial security, funding of currently unfunded obligations, and the construction of a potential new fire station. After discussion, Board consensus was for staff to bring back two alternatives to the Board for consideration at their next regular meeting: Option 1, committing 5.7 million in reserves and Option 1b, committing 7.7 million in reserves. Chief Taylor stated that he and Chief Fish are working on developing a rough tentative timeline with financial obligations for the future joint fire station. He added that a Joint Representation Agreement allowing Mark Manion's firm to represent both Carpinteria-Summerland Fire Protection District and Montecito Fire Protection District will be presented at the April Regular Board Meeting.

Meeting Adjourned at 4:48 p.m.

President Michael Lee

# Agenda Item #5

## MONTECITO FIRE PROTECTION DISTRICT

### Minutes for the Regular Meeting of the Board of Directors

April 26, 2021 at 2:00 p.m.

Held via teleconference connection as permitted under the Governor's Executive Order N-29-20, dated March 17, 2020 due to concerns of COVID-19 ("Executive Order").

Director Lee called the meeting to order at 2:00 p.m.

**Present:** Director Lee, Director Easton, Director Ishkanian, Director van Duinwyk, Director Powell. Chief Taylor and District Counsel Mark Manion were also present.

1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)

There were no public comments at this meeting.

2. Introduction of new hire: Public Information Officer, Christina Favuzzi.

Chief Taylor introduced new Public Information Officer, Christina Favuzzi.

- 3. That the Board of Directors approve a Pension Obligation Bond financing option or modify or reject the presented options. (Strategic Plan Goal 9)
  - a. Staff report presented by Fire Chief Taylor and District Accountant Nahas.

Chief Taylor and District Accountant Nahas provided a staff report regarding Pension Obligation Bond financing. Jeff Small, Capitol PFG Managing Partner, presented Pension Obligation Bond financing options. Motion to approve Pension Obligation Bond financing Option 1b, committing 7.7 million in reserves made by Director Powell, seconded by Director Ishkanian. The Roll Call Vote was as follows:

Ayes: J. Ishkanian, P. van Duinwyk, J. A. Powell, S. Easton, M. Lee Nays: None Abstain: None Absent: None

- 4. That the Board of Directors adopt a Debt Policy to comply with debt issuance requirements set forth in Senate Bill 1029. (Strategic Plan Goal 9)
  - a. Staff report presented by Fire Chief Taylor and District Accountant Nahas.

Chief Taylor and District Accountant Nahas provided a staff report regarding the proposed Debt Policy to comply with debt issuance requirements set forth in Senate Bill 1029. Motion to adopt the Debt Policy made by Director van Duinwyk, seconded by Director Powell. The Roll Call Vote was as follows:

Ayes: S. Easton, J. Ishkanian, J. A. Powell, P. van Duinwyk, M. Lee Nays: None Abstain: None Absent: None

- That the Board of Directors approve and authorize the Fire Chief to execute an agreement for professional services with Capitol Public Finance Group, LLC, to provide Municipal Security Issuance Services for a Pension Obligation Bond. (Strategic Plan Goal 9)
  - a. Staff report presented by Fire Chief Taylor and District Accountant Nahas.

Chief Taylor and District Accountant Nahas provided a staff report regarding an agreement for professional services with Capitol Public Finance Group, LLC, to provide Municipal Security Issuance Services for a Pension Obligation Bond. Motion to approve and authorize the Fire Chief to execute an agreement for professional services with Capitol Public Finance Group, LLC made by Director Lee, seconded by Director Powell. The Roll Call Vote was as follows:

Ayes: S. Easton, J. Ishkanian, J. A. Powell, P. van Duinwyk, M. Lee Nays: None Abstain: None Absent: None

- 6. That the Board of Directors authorize the Fire Chief to enter into a contract with Fehr & Peers the lowest, responsive bidder, at an amount not to exceed \$86,170 to complete the Community Emergency Evacuation Analysis. (Strategic Plan Goals 1, 2, 3, 4 and 5)
  - a. Staff report presented by Fire Marshal Briner.

Fire Marshal Briner provided a staff report regarding the Community Emergency Evacuation Analysis. Motion to authorize the Fire Chief to enter into contract with Fehr & Peers, in an amount not to exceed \$86,170 to complete the Community Emergency Evacuation Analysis made by Director Easton, seconded by Director Lee. The Roll Call vote was as follows:

Ayes: J. Ishkanian, J. A. Powell, P. van Duinwyk, S. Easton, M. Lee Nays: None Abstain: None

#### Absent: None

- 7. That the Board of Directors authorize Board President Lee to execute the Joint Representation – Consent instrument acknowledging that the Board has been advised of Rule 1.7 of the Rules of Professional Conflict of the State Bar of California and that Mr. Manion has a present and continuing attorney-client relationship with Montecito Fire Protection District and Carpinteria-Summerland Fire Protection District. (Strategic Plan Goal 4)
  - a. Staff report presented by Fire Chief Taylor.

Chief Taylor provided a staff report regarding the Joint Representation-Consent instrument acknowledging that the Board has been advised of Rule 1.7, that Mr. Manion has a present and continuing attorney-client relationship with both Districts, and that the Board endorses Mr. Manion representing them in the Joint Fire Station project. Motion to authorize Board President Lee to execute the Joint Representation-Consent instrument made by Director Ishkanian, seconded by Director van Duinwyk. The Roll Call Vote was as follows:

Ayes: J. Ishkanian, J. A. Powell, P. van Duinwyk, S. Easton, M. Lee Nays: None Abstain: None Absent: None

- 8. That the Board of Directors approve Resolution 2021-02, acknowledging receipt of a report made by the Fire Chief of the Montecito Fire Protection District regarding the inspection of certain occupancies required to receive annual inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code. (Strategic Plan Goal 2)
  - a. Staff report presented by Fire Marshal Briner.

Fire Marshal Briner provided a staff report regarding Resolution 2021-02, acknowledging receipt of a report made by the Fire Chief of Montecito Fire Protection District regarding the inspection of certain occupancies required to receive annual inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code. Motion to approve Resolution 2021-02, acknowledging receipt of a report made by the Chief of the Montecito Fire Protection District regarding the inspection of certain occupancies required to receive annual inspections made by the Chief of the Montecito Fire Protection District regarding the inspection of certain occupancies required to receive annual inspections made by Director Powell, seconded by van Duinwyk. The Roll Call vote was as follows:

Ayes: J. Ishkanian, S. Easton, J. A. Powell, P. van Duinwyk, M. Lee Nays: None

> Abstain: None Absent: None

# 9. Consider approval of Resolution 2021-03, Authorizing Overtime Pay and Portal to Portal Pay for employees. (Strategic Plan Goal 7)

#### a. Staff report presented by Division Chief – Operations Neels.

Division Chief Neels provided a staff report regarding overtime pay and portal to portal pay for employees. Motion to approve Resolution 2021-03, authorizing overtime pay and portal to portal pay for employees made by Director Easton, seconded by Director Ishkanian. The Roll Call Vote was as follows:

Ayes: J. A. Powell, J. Ishkanian, S. Easton, P. van Duinwyk, M. Lee Nays: None Abstain: None Absent: None

#### 10. Approval of Minutes of the March 16, 2021 Special Joint Meeting.

Motion to approve the minutes of the March 16, 2021 Special Joint meeting made by Director van Duinwyk, seconded by Director Easton. The Roll Call vote was as follows:

Ayes: J. Ishkanian, J. A. Powell, P. van Duinwyk, S. Easton, M. Lee Nays: None Abstain: None Absent: None

#### 11. Approval of Minutes of the March 22, 2021 Regular Meeting.

Motion to approve the minutes of the March 22, 2021 Regular meeting made by Director Lee, seconded by Director Powell. The Roll Call vote was as follows:

Ayes: J. Ishkanian, J. A. Powell, P. van Duinwyk, S. Easton, M. Lee Nays: None Abstain: None Absent: None

#### **12.** Fire Chief's report.

Division Chief Neels highlighted significant calls for the month of March. He also provided an update regarding the fire academy. Division Chief Neels stated the Station 1 Flooring project has been completed. He provided an update regarding the Solar project. He also stated the Roofing project at 1259 East Valley Road has been completed. He noted that

Hire Fire Season will be declared on May 3, 2021. Chief Taylor stated that in anticipation of the early start to High Fire Season, the Prevention Bureau is active with pre-fire season activities to include neighborhood chipping, roadway clearance, tag and trim and the Annual Weed Abatement project beginning June 1. The Chief mentioned the Annual Report that was published on April 15. He noted the Strategic Planning process will begin on October 18. Chief Taylor stated that Santa Barbara County is currently in the orange tier, which means the boardroom can be occupied at 50 percent. The Chief provided 3 alternatives to the Board for the May meeting: 1. Meet in the boardroom, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks, 2. Meet in the apparatus bay, six feet separate and required to wear masks (which would accommodate a greater number of people should the public attend), 3. Meet in the back parking lot, six feet separate without masks. Chief Taylor stated the organization remains in phase 2 of the Continuity of Operations Plan but are looking towards the reconstitution and termination of the Continuity of Operations Plan in early or late fall.

#### **13.** Board of Director's report.

There were no items to report at this meeting.

# 14. Suggestions from Directors for items other than regular agenda items to be included for the May 24, 2021 Regular Board meeting.

There were no additional suggestions from the Directors.

Meeting Adjourned at 3:55 p.m.

President Michael Lee

Secretary Judith Ishkanian

# Agenda Item #6

April 28, 2021

Fire Chief Kevin Taylor Montecito Fire

Dear Chief Taylor

Last week, I called on the Fire Department for a "Lift Assist". Most importantly, we needed help and assessment of my father who had fallen in the garden. Before calling, we had attempted to move him by car, but inadvertently drove onto soft ground and got completely stuck. What distress!

In minutes, the Cold Springs team was on the site. Loren Bass, Shaun Davis, and Andy Rupp went into action to access the situation, take vitals and come up with a plan.

My father was attended to and soon another crew had successfully removed our stuck car which enabled us to transport my Dad up to the house. Dad was carefully assisted into the house and settled. We felt a great sense of relief to see him safe at home where he could rest and recoup.

My husband, my mother, my father and I were incredibly impressed with the proficiency, professionalism, assessment, and thoughtfulness of Loren, Shaun and Andy. They are amazing men and are stellar representatives of the Montecito Fire Department. Every phase of our emergency from 911 dispatch to the teams showing up on site was impressive. Everyone at Cold Springs Fire Station, and the Montecito Fire Department in general deserves commendation and thanks.

It was a stressful event and we felt we were in the best of hands. We wanted to personally condone and praise these three, their colleagues, their supervisors direct and indirect by letting you know how grateful we are for your services.

With gratitude,

Kimberly and Michael Hayes Diana and Roger Phillips Marc Phillips AN INTERNATIONAL ORGANIZATION DEDICATED TO PROTECTING THE RIGHTS OF ALL ANIMALS

April 30, 2021

Kevin Taylor Fire Chief Montecito Fire Protection District 595 San Ysidro Rd. Santa Barbara, CA 93108

Dear Chief Taylor,

On behalf of People for the Ethical Treatment of Animals (PETA) and our more than 6.5 million members and supporters worldwide, many of whom live in California, we'd like to thank your team for coming to the aid of an estimated 1,000 birds who were stuck in a chimney on April 25. Members of your community—including those with feathers—are lucky to have such kind first responders who don't hesitate to help humans or other animals in need.

Thank you for your compassion.

Very truly yours,

monio nen

Ingrid Newkirk President

### PEOPLE FOR THE ETHICAL TREATMENT

OF ANIMALS

PETA

#### Washington

1536 16th St. N.W. Washington, DC 20036 202-483-PETA

#### Los Angeles

2154 W. Sunset Blvd. Los Angeles, CA 90026 323-644-PETA

#### Norfolk

501 Front St. Norfolk, VA 23510 757-622-PETA

Info@peta.org PETA.org

#### Affiliates:

- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.) May 24, 2021

From:	<u>Kevin Taylor</u>
To:	Joyce Reed
Cc:	David Neels
Subject:	FW: Dover Hill Fire
Date:	Tuesday, May 11, 2021 11:56:03 AM

Joyce,

Please include in the May Board Packet please.

Thanks.

From: Chris Mailes <CMailes@SantaBarbaraCA.gov>
Sent: Monday, May 10, 2021 1:10 PM
To: Kevin Taylor <ktaylor@montecitofire.com>
Subject: Dover Hill Fire

Chief Taylor-

On behalf of the entire City Fire Department, I wanted to thank your Agency for its invaluable assistance at Saturday's Dover Hill Road residential structure fire.

As you know, this was a large residence that was heavily involved in fire upon the initial engine company's arrival. The efforts required to control this fire exceeded our Department's ability and we needed to rely on your Department to assist.

Montecito Fire provided engine companies and a chief officer on scene as well as a cover engine in the City.

This collaborative effort to extinguish this fire is a great representation of our agencies and our ability to work together in each other's time of need.

Thank you so much for the help!

Chris

	Chris Mailes
	Fire Chief
?	CITY OF SANTA BARBARA, Public Safety - Fire
	Office- (805) 564-5707
	Cell- (805) 335-4103
	CMailes@SantaBarbaraCA.gov
	SantaBarbaraCA.gov

From:Kevin TaylorTo:Joyce ReedSubject:FW: Thank youDate:Tuesday, May 11, 2021 2:11:21 PM

Please include in the board packet.

Thanks.

From: Maeve Juarez <mjuarez@montecitofire.com>
Sent: Tuesday, May 11, 2021 1:46 PM
To: Kevin Taylor <ktaylor@montecitofire.com>
Subject: FW: Thank you

From: Millie Sunbear <<u>msunbear@gmail.com</u>>
Sent: Monday, May 10, 2021 12:33 PM
To: Maeve Juarez <<u>mjuarez@montecitofire.com</u>>
Subject: Thank you

Dear Maeve & Nick,

Thank you for taking care of the Mountain &

me. We feel cared about & cared for.

We're beary, beary grateful!

Millie





SantaBarbaraCA.gov

May 13, 2021

Administration Tel: (805) 965-5254 Fax: (805) 564-5730

**Fire Prevention** Tel: (805) 564-5702 Fax: (805) 564-5715

Office of Emergency Services/ Public Education Tel: (805) 564-5711 Fax: (805) 564-5793

925 Chapala Street Santa Barbara, CA 93101 Chief Taylor,

On May 8<sup>th</sup>, 2021 Montecito Fire Protection District provided requested aid to the City of Santa Barbara Fire Department for a structure fire on Dover Road. The fire occurred in a large, single family residence and the fire had been burning for an undetermined amount of time prior to discovery and dispatch notification. The incident was concurrent with a vegetation fire on Santa Barbara's west side. Our on-duty acting battalion chief (ABC) Jon Turner, was on scene of that incident.

Upon notification from dispatch that a structure fire response was pending, Acting BC Turner contacted MTO Battalion 95 Anthony Hudley by cell phone and requested that he respond. Anthony agreed without hesitation and arrived promptly, assuming command from the first-in engine. Upon arrival of ABC Turner, he met face-to-face with BC Hudley and assumed command, requesting that he become Operations. This transfer of command was the first meeting between Hudley and Turner in their careers.

BC Hudley provided for safe and effective resource management throughout his attendance. He maintained calm and clear communications, seamlessly directing the activities of personnel from three agencies. He provided needed leadership at the operations level with appropriate divisionalization and accountability. He conducted PARs as needed and provided updated information to Command in an organized and disciplined manner. We cannot underemphasize the effect that BC Hudley had on the positive outcome of this incident, and the appreciation we have for his response.

Montecito Fire Protection District also provided E91 to the incident, bringing with them our HazMat 72 (light and air unit). In addition, we had E191 cover in the city. I appreciate the positive and cooperative relationship between our agencies and the professionalism consistently exhibited by Montecito Fire personnel.

On behalf of the entire SBFD family, thank you so much for assisting us during this significant incident.

Sincerely,

halfacts

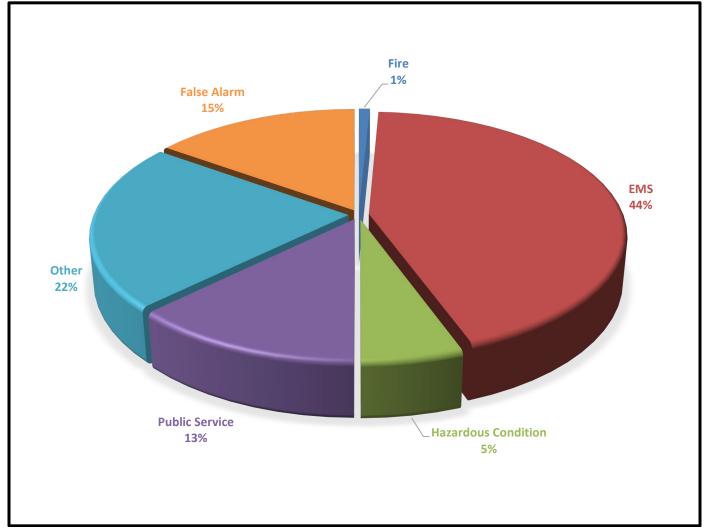
Chris Mailes Fire Chief

# Calls by Incident Type April 2021

# Total Incidents: 127

Fire: 1	EMS: 55	Public Service: 16
Hazardous Condition: 7	Other: 28	False Alarm: 19

**Definitions:** 



-Other: Firefighters respond to a reported emergency, but find a different type of incident or nothing at all upon arrival to the area. (Dispatched and Cancelled In route falls in this category.) Example: A caller reports smoke on the hillside. Firefighters arrive to discover a grading operation at a construction site is creating dust mistaken for smoke.

-Public Service: Non-emergency requests for assistance. Examples: lock out, animal rescue, ring removal, water problem, lift assists, seized gate, stalled elevator, providing the Sheriff's Department with a ladder to enter a building.

Reg. Mtg. Pg. 236

