



**NORTH CENTRAL FIRE PROTECTION DISTRICT
MEETING AGENDA**

October 24, 2024

4:30 p.m.

15850 W. Kearney Blvd., Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Invocation – Pastor Timothy McDonald
- D. Flag Salute

2. AGENDA APPROVAL

3. PUBLIC COMMENTS/PRESENTATIONS

Anyone wishing to address the Board on any agenda item, can do so by written communication or in person during a Board of Directors meeting. In order to allow time for all public comments, individuals are limited to five minutes total for each action item.

4. CONSENT ITEMS

Matters listed under the Consent Calendar are routine and will be enacted by one motion and vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Board Member may request an item be removed from the Consent Items, and it will be considered separately.

A. [Minutes – August 2024](#)

B. [Disbursement List - August/September 2024](#)

C. Monthly Financial Reports

- 1. [Fresno County: Cash Balances – All Funds](#)
- 2. [Budget Variance Report: YTD Expenses Compared to Budget](#)
- 3. [Revenue and Reimbursement Report](#)

Recommendation: Board approve consent items as presented.

D. **Subject:** [Resolution 24-11 Authorizing the Disposition of Excess Property](#)

Recommendation: Board adopt Resolution No. 24-11, declaring the listed items as surplus and authorizes District staff to dispose of the property in a manner consistent with State law, this resolution, and in the best interest of the District.

E. **Subject:** [Fourth Amendment to Tower Lease Contract with Unwired Broadband, Inc.](#)

Recommendation: Board approve the Fourth Amendment to Contract with Unwired Broadband, Inc.

5. PUBLIC HEARINGS

None

6. ACTION ITEMS

A. **Subject:** [Board Meeting Dates for 2025](#)

Recommendation: Board consider and approve the dates and times scheduled for the 2025 Board meetings.

7. FIRE CHIEF REPORT

- A. [Fire Incident/Fire Prevention Report](#)
- B. Operational Update
- C. Property Update
- D. Fee Study Update

8. BOARD MEMBER COMMENTS/REPORTS/ANNOUNCEMENTS

9. CLOSED SESSION

None

10. ADJOURNMENT

PUBLIC COMMENTS AND INQUIRIES. At a Board meeting, those who wish to be heard on the agenda should indicate their desire to speak when the item is ready for discussion. If, at the meeting, you want to discuss an item that is not on the agenda, you may indicate your desire to do so under “Public Comments.” To allow time for all public comments and inquiries, the time for individual comments may, at the discretion of the Chairman of the Board, be limited to five minutes. If you wish to request time on an upcoming Board Agenda to present a particular item or matter to the Board, you may contact the District by 5:00 p.m., seven business days before the scheduled Board meeting, to do so. If the matter is within the Board’s jurisdiction, and the Board has not taken action or considered the item at a recent meeting, the District may place the item on the agenda. When addressing the Board, you are requested to come forward to the speaker’s podium, state your name and address, and proceed with your presentation.

ADA Compliance and Reasonable Accommodation. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the District at 559-878-4550. Notification provided a minimum of 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.

AGENDA POSTING CERTIFICATION

I, Amanda Souza, Secretary for North Central Fire Protection District, do hereby declare under penalty of perjury that I caused the above agenda to be posted at North Central Fire Station at 15850 W. Kearney Blvd., Kerman, CA 93630 and on the website at [www.https://www.northcentralfire.org](https://www.northcentralfire.org).

Date: October 21, 2024

/s/ Amanda Souza, Secretary



NORTH CENTRAL FIRE PROTECTION DISTRICT

MINUTES

August 22, 2024, 4:30 p.m.
15850 W. Kearney Blvd., Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order – **4:38 p.m.**
- B. Roll Call – **All present**
- C. Invocation – **Pastor Brian Arabian**
- D. Flag Salute – **Chief Henry**

2. AGENDA APPROVAL

Motion made by Director Golden, Seconded by Director Folio, Voting Aye, Director Golden, Director Folio, Director Nonini, Director Souza Chairman Abrahamian

3. PUBLIC COMMENTS/PRESENTATIONS

4. CONSENT ITEMS

- A. Minutes – July 25, 2024
- B. Disbursement List – July 2024
- C. Monthly Financial Reports
 - 1. Fresno County: Cash Balances – All Funds
 - 2. Budget Variance Report: YTD Expenses Compared to Budget
 - 3. Revenue and Reimbursement Report

Recommendation: Board approve consent items as presented.

Motion made by Director Nonini, Seconded by Director Souza, Voting Aye, Director Golden, Director Folio, Director Nonini, Director Souza Chairman Abrahamian

5. PUBLIC HEARINGS

A. Weed Abatement Public Hearing and Notices

Recommendation: Conduct Public Hearing.

Opened PH at 4:39 p.m. No public comments. Closed PH at 4:44 p.m.

6. ACTION ITEMS

A. 2024-25 Fiscal Year Final Budget

Recommendation: Board adopt the 2024-25 Final Budget as presented.

Motion made by Director Golden, Seconded by Director Nonini, Voting Aye, Director Golden, Director Folio, Director Nonini, Director Souza Chairman Abrahamian

7. FIRE CHIEF REPORT

A. Fire Incident/Fire Prevention Report

B. Operational Update

C. Kyle Crivello v. North Central Fire Protection District

8. BOARD MEMBER COMMENTS/REPORTS/ANNOUNCEMENTS

9. CLOSED SESSION

10. ADJOURNMENT

Motion made by Director Golden, Seconded by Director Nonini, Voting Aye, Director Golden, Director Folio, Director Nonini, Director Souza Chairman Abrahamian

5:48 p.m.

MINUTES CERTIFICATION

I, Amanda Souza, Secretary for North Central Fire Protection District, do hereby declare under penalty of perjury that the above Minutes are a true depiction of all actions taken at the Board meeting held on the first date above written at North Central Fire Protection District, 15850 W. Kearney Boulevard, Kerman, CA 93630.

Date: _____

Amanda Souza, Secretary

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
August 1, 2024 - August 31, 2024**

Date	Num	Name	Memo	Amount
08/01/2024	10933	Barrios Site Services, Inc.	Portable Restroom Service	100.00
08/01/2024	10934	Basilea Consulting	Fire Inspection Consulting	2,130.00
08/01/2024	10935	Biola CSD	Utilities: Water	514.79
08/01/2024	10936	California State Disbursement Unit	Child Support	100.50
08/01/2024	10937	Cheryl Carlson	Financial Consulting	2,613.75
08/01/2024	10938	City of Fresno - Utilities	Utilities: Water	86.68
08/01/2024	10939	ESRI	ArcGIS Network Analyst	4,762.67
08/01/2024	10940	Fastenal Company	Station Supplies	1,704.23
08/01/2024	10941	Gill Chevrolet	Vehicle Maint & Repair	1,170.40
08/01/2024	10942	John Hancock USA	Plan Contribution - 457	7,594.82
08/01/2024	10943	L.N. Curtis, Inc.	Apparatus Equipment	3,890.04
08/01/2024	10944	Lithia Ford Lincoln of Fresno	Vehicle Maintenance	261.99
08/01/2024	10945	Mac's Equipment	Part for Apparatus	102.01
08/01/2024	10946	Metro Uniform	Employee Uniforms	381.41
08/01/2024	10947	ODP Business Solutions	Office Supplies	91.12
08/01/2024	10948	Overhead Door, Inc.	Repair - Station Rollup Door	1,605.39
08/01/2024	10949	Priceless Kreaions, Inc.	Employee Uniform	3,482.54
08/01/2024	10950	Employee Reimbursement	Employee Reimbursement Flex	462.35
08/01/2024	10951	ROBERT V. JENSEN	Fuel	1,492.16
08/01/2024	10952	Slumberger	Station Supplies & Maintenance	234.39
08/01/2024	10953	The Leadership Collaborative, LLC	Leadership Training - Payment three of three	20,940.45
08/01/2024	10954	U.S. Bank PARS	Pension Plan Contributions	58,257.70
08/01/2024	10955	UBEO West, LLC	Copier Maintenance	498.42
08/01/2024	10956	Verizon	Toughbooks Data Plan	646.17
08/01/2024	10957	Verizon Wireless	Cell Phone - Operations	18.35
08/01/2024	10958	Vestis	Linen Service	213.25
08/01/2024		QuickBooks Payroll Service	Bank Fees - Direct Deposit	1.75
08/02/2024		NCPFA, LOCAL 5260	Union Dues	3,047.50
08/02/2024		QuickBooks Payroll Service	Payroll Taxes	277.04
08/05/2024	E-pay	United States Treasury	Taxes QB Tracking # -461844990	45.92
08/08/2024	10959	ARBA	Group Life Insurance	189.23
08/08/2024	10960	ASi Administrative Solutions	Dental/Vision Premiums	2,822.00
08/08/2024	10961	Cheryl Carlson	Financial Consulting	2,188.75
08/08/2024	10962	Employee Reimbursement	Employee Reimbursement	755.88
08/08/2024	10963	City of Fresno - Utilities	Utilities: Water	128.29
08/08/2024	10964	Dunn - Edwards Corporation	Station Maint.	608.10
08/08/2024	10965	Employee Reimbursement	Uniform Reimbursement	350.00
08/08/2024	10966	Fire Safety Solutions Inc.	County Plan Reviews	2,535.00
08/08/2024	10967	Employee Reimbursement	Employee Reimbursement	550.00
08/08/2024	10968	Employee Reimbursement	Employee Reimbursement	550.00
08/08/2024	10969	Employee Reimbursement	Board Health Insurance Reimbursement	957.92
08/08/2024	10970	Mac's Equipment	Part for Apparatus	335.88
08/08/2024	10971	Mayson Ace Hardware	Station Maintenance	178.93
08/08/2024	10972	Employee Reimbursement	Board Health Insurance Reimbursement	1,030.17
08/08/2024	10973	Employee Reimbursement	Board Health Insurance Reimbursement	196.22
08/08/2024	10974	Mid Valley	Utilities: Trash Disposal	109.18
08/08/2024	10975	Mid Valley	Trash	496.60
08/08/2024	10976	NBS	Consulting Services	2,323.75
08/08/2024	10977	Nwestco LLC	Apparatus Maint	238.83

Date	Num	Name	Memo	Amount
08/08/2024	10978	ODP Business Solutions	Office Supplies	951.22
08/08/2024	10979	ORKIN, LLC	Pest Control Services	199.97
08/08/2024	10980	PG&E	Utilities	2,530.80
08/08/2024	10981	Real-Time, Inc.	Computer Support/Maintenance	1,510.00
08/08/2024	10982	REPUBLIC	Utilities - Trash Disposal	170.08
08/08/2024	10983	ROBERT V. JENSEN	Fuel	1,465.32
08/08/2024	10984	Employee Reimbursement	Board Health Insurance Reimbursement	957.92
08/08/2024	10985	Seal Rite Paving	Parking Lot Improvement at St. #55	43,852.00
08/08/2024	10986	Sebastian	Phone & Long Distance Service	168.99
08/08/2024	10987	Sierra Data Management	Storage of Scanned Documents	79.64
08/08/2024	10988	Sierra HR Partners, Inc.	HR Consultant	125.00
08/08/2024	10989	Slumberger	Station Supplies & Maintenance	67.36
08/08/2024	10990	Standard Insurance Company	Life & LTD Insurance	2,088.00
08/08/2024	10991	Streamline	Web Maintenance	497.00
08/08/2024	10992	Employee Reimbursement	Employee Health Ins.	2,248.00
08/08/2024	10993	U.S. Bank Cal-Card	Credit Card Payment	12,384.86
08/08/2024	10994	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, Apparatus	275.11
08/08/2024	10995	Vestis	Linen Service	338.59
08/13/2024	E-pay	EDD	Payroll Taxes	20,974.32
08/13/2024	E-pay	United States Treasury	Taxes QB Tracking # 102864010	52,167.74
08/14/2024		QuickBooks Payroll Service	Employee Payroll	241,633.07
08/15/2024	10996	AT&T	Phone & Long Distance Service	63.12
08/15/2024	10997	AT&T Mobility	Phone & Long Distance Service	1,495.65
08/15/2024	10998	Baker Manock & Jensen	Legal Service	3,972.33
08/15/2024	10999	Basilea Consulting	Fire Inspection Consulting	120.00
08/15/2024	11000	California State Disbursement Unit	Child Support	100.50
08/15/2024	11001	City of Kerman	Utilities: Water	757.41
08/15/2024	11002	County of Fresno - POB	POB Payment	35,056.16
08/15/2024	11003	CSG Consultants, Inc	Plan Consultants	3,417.50
08/15/2024	11004	Fastenal Company	Station Supplies	1,766.95
08/15/2024	11005	Fire Apparatus Solutions	Apparatus Repairs	55,144.73
08/15/2024	11006	Helio's TFB Inc	Phone Repair & Maintenance	57.50
08/15/2024	11007	John Hancock USA	Plan Contribution - 457	4,959.19
08/15/2024	11008	John Nipp	Station 54 Rent	3,400.00
08/15/2024	11009	L.N. Curtis, Inc.	Apparatus Equipment	1,458.09
08/15/2024	11010	Loperena Antenna Sites	Owens Mountain Antenna Site Lease	1,853.00
08/15/2024	11011	Mac's Equipment	Part for Apparatus	38.29
08/15/2024	11012	Mid Valley	Dumpster Rental	186.98
08/15/2024	11013	Quad knopf, Inc	Consulting Fee	2,418.00
08/15/2024	11014	Raul Herrera	Polygraph Services	1,250.00
08/15/2024	11015	ROBERT V. JENSEN	Fuel	882.79
08/15/2024	11016	Rotary Club of Kerman	Membership Dues	354.00
08/15/2024	11017	Slumberger	Station Supplies & Maintenance	99.21
08/15/2024	11018	Streamline	Web Maintenance	497.00
08/15/2024	11019	U.S. Bank PARS	Pension Plan Contributions	57,939.83
08/15/2024	11020	U.S. Bank Voyager Fleet Systems	Voyager Card Fuel Purchases	5,655.54
08/15/2024	11021	Vestis	Linen Service	338.59
08/15/2024		QuickBooks Payroll Service	Bank Fees - Direct Deposit	1.75
08/16/2024		NCPFA, LOCAL 5260	Union Dues	3,047.50
08/22/2024	11022	Antonio Robinson	ROP Instructor	1,190.00
08/22/2024	11023	Comcast	Internet & Phone Services	240.66
08/22/2024	11024	Comcast Business	Internet & Phone Services	1,855.28
08/22/2024	11025	Department of Justice	Finger Prints	49.00
08/22/2024	11026	Iron Cross Tractor Services LLC	Weed Abatement Contractor	6,846.57

Date	Num	Name	Memo	Amount
08/22/2024	11027	Liebert Cassidy Whitmore	Legal Services	22,812.50
08/22/2024	11028	ODP Business Solutions	Office Supplies	541.74
08/22/2024	11029	PG&E	Utilities	4,199.97
08/22/2024	11030	Real-Time, Inc.	Computer Support/Maintenance	1,320.50
08/22/2024	11031	ROBERT V. JENSEN	Fuel	2,496.88
08/22/2024	11032	Slumberger	Station Supplies & Maintenance	151.72
08/22/2024	11033	Sparkletts	Drinking Water	548.85
08/22/2024	11034	UNITEDHEALTHCARE INS	Prior Board Member Insurance	519.50
08/22/2024	11035	UnWired Broadband, LLC	Radio Communication	9.98
08/22/2024	11036	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, Apparatus	25.04
08/22/2024	11037	Vestis	Linen Service	523.16
08/29/2024	11038	Cheryl Carlson	Financial Consulting	6,630.00
08/29/2024		QuickBooks Payroll Service	Employee Payroll	223,033.35
08/30/2024	11039	911 Safety Equipment LLC	ROP Turnouts	11,750.00
08/30/2024	11040	Biola CSD	Utilities: Water	483.89
08/30/2024	11041	California State Disbursement Unit	Child Support	100.50
08/30/2024	11042	City of Fresno - Utilities	Utilities: Water	208.90
08/30/2024	11043	Fresno County DPH - EMS Division	Dispatch Service	16,078.00
08/30/2024	11044	Gill Chevrolet	Vehicle Maint & Repair	1,048.44
08/30/2024	11045	Iron Cross Tractor Services LLC	Weed Abatement Contractor	1,500.00
08/30/2024	11046	John Hancock USA	Plan Contribution - 457	7,359.19
08/30/2024	11047	L.N. Curtis, Inc.	Apparatus Equipment	577.24
08/30/2024	11048	Mac's Equipment	Part for Apparatus	213.24
08/30/2024	11049	Metro Uniform	Employee Uniforms	648.40
08/30/2024	11050	Monster City Studios, Inc.	Stations Signs	8,668.00
08/30/2024	11051	Nwestco LLC	Station Maintenance	156.28
08/30/2024	11052	PG&E	Utilities	4,111.27
08/30/2024	11053	Slumberger	Station Supplies & Maintenance	260.68
08/30/2024	11054	Standard Insurance Company	Life & LTD Insurance	2,146.00
08/30/2024	11055	U.S. Bank PARS	Pension Plan Contributions	57,346.67
08/30/2024	11056	U.S. Bank Voyager Fleet Systems	Voyager Card Fuel Purchases	5,997.44
08/30/2024	11057	UBEO West, LLC	Copier Maintenance	328.96
08/30/2024	11058	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, Apparatus	12.97
08/30/2024	11059	Vestis	Linen Service	110.47
08/30/2024	11060	X-Grain Sportswear	Backpacks for ROP	1,159.51
08/30/2024	E-pay	EDD	Payroll Taxes	19,096.25
08/30/2024	E-pay	United States Treasury	Taxes QB Tracking # 484795010	46,179.76
08/30/2024		QuickBooks Payroll Service	Bank Fees - Direct Deposit	1.75
08/30/2024		QuickBooks Payroll Service	Payroll Taxes	346.32
				\$ 1,163,173.95

Board Action: To approve disbursements from West America general account as presented for the total amount of \$1,163,173.95 for August 2024.

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
September 1, 2024 - September 30, 2024**

Date	Num	Name	Memo	Amount
09/03/2024		NCPFA, LOCAL 5260	Union Dues	2,882.50
09/03/2024		QuickBooks Payroll Service	Created by Direct Deposit Service on 08/30/2024	1.75
09/04/2024	11061	Void	Void	0.00
09/04/2024	11062	Antonio Robinson	ROP Instructor	2,932.50
09/04/2024	11063	Barrios Site Services, Inc.	Portable Restroom Service	100.00
09/04/2024	11064	Bulldog Towing	Apparatus Maint.	1,000.00
09/04/2024	11065	Failsafe Testing, LLC	Ladder Testing & Maintenance	3,395.44
09/04/2024	11066	Fastenal Company	Station Supplies	517.38
09/04/2024	11067	Gill Chevrolet	Vehicle Maint & Repair	5,772.97
09/04/2024	11068	ImageTrend	Computer Software	5,350.00
09/04/2024	11069	John Nipp	Station 54 Rent	3,400.00
09/04/2024	11070	Employee Reimbursement	Board Health Insurance Reimbursement September	957.92
09/04/2024	11071	L.N. Curtis, Inc.	Apparatus Equipment	2,818.17
09/04/2024	11072	Loperena Antenna Sites	Owens Mountain Antenna Site Lease	1,853.00
09/04/2024	11073	Mayson Ace Hardware	Station Supplies & Maintenance	156.83
09/04/2024	11074	Metro Uniform	Employee Uniforms	1,525.64
09/04/2024	11075	Employee Reimbursement	Board Health Ins. Reimbursement September	1,030.17
09/04/2024	11076	Employee Reimbursement	Board Health Insurance Reimbursement September	196.22
09/04/2024	11077	Mid Valley	Utilities: Trash Disposal	496.60
09/04/2024	11078	ODP Business Solutions	Office Supplies	304.11
09/04/2024	11079	PG&E	Utilities	2,179.44
09/04/2024	11080	REPUBLIC	Utilities - Trash Disposal	153.30
09/04/2024	11081	ROBERT V. JENSEN	Fuel	3,094.83
09/04/2024	11082	Employee Reimbursement	Board Health Ins. Reimbursement September	957.92
09/04/2024	11083	Sebastian	Phone & Long Distance Service	168.93
09/04/2024	11084	Slumberger	Station Supplies & Maintenance	33.31
09/04/2024	11085	Streamline	Web Maintenance	497.00
09/04/2024	11086	Employee Reimbursement	Employee Health Ins. September	1,948.00
09/04/2024	11087	U.S. Bank Cal-Card	Credit Card Payment	14,976.55
09/04/2024	11088	Verizon	Toughbooks Data Plan	646.19
09/04/2024	11089	Verizon Wireless	Cell Phone - Operations	18.35
09/04/2024	11090	Vestis	Linen Service	441.37
09/04/2024		Clyde Lansing	Consultant	1,320.00
09/11/2024	E-pay	United States Treasury	Taxes QB Tracking # 2143589814	44,346.92
09/11/2024	E-pay	EDD	698-1613-0 QB Tracking # 2143505814	17,728.23
09/12/2024		QuickBooks Payroll Service	Created by Payroll Service on 09/11/2024	213,151.23
09/12/2024		QuickBooks Payroll Service	Created by Direct Deposit Service on 09/11/2024	1.75
09/13/2024	11091	AT&T	Phone & Long Distance Service	66.12
09/13/2024	11092	AT&T Mobility	Phone & Long Distance Service	1,495.65
09/13/2024	11093	California State Disbursement Unit	Child Support	100.50
09/13/2024	11094	Employee Reimbursement	Employee Reimbursment	541.74
09/13/2024	11095	Cook's, Inc.	Radio Maintenance	1,409.54
09/13/2024	11096	Dunn - Edwards Corporation	Station Maintenance	343.77
09/13/2024	11097	Fastenal Company	Station Supplies	245.59
09/13/2024	11098	Fresno County Fire Protection Dist.	Training Facility Rental	3,965.28
09/13/2024	11099	ImageTrend	Computer Software	20,077.63
09/13/2024	11100	John Hancock USA	Plan Contribution - 457	4,959.19
09/13/2024	11101	KerWest	Legal Notice for preliminary Budget	190.00
09/13/2024	11102	L.N. Curtis, Inc.	Apparatus Equipment	632.70

Date	Num	Name	Memo	Amount
09/13/2024	11103	Employee Reimbursement	Travel and Expenses	60.00
09/13/2024	11104	Mac's Equipment	Part for Apparatus	76.59
09/13/2024	11105	Mid Valley	Utilities: Trash Disposal	109.18
09/13/2024	11106	ODP Business Solutions	Office Supplies	69.85
09/13/2024	11107	ORKIN, LLC	Pest Control Services	478.94
09/13/2024	11108	Overhead Door, Inc.	Repair - Station Rollup Door	822.35
09/13/2024	11109	Quad knopf, Inc	Consulting Fee	22,397.00
09/13/2024	11110	Real-Time, Inc.	Computer Support/Maintenance	1,172.25
09/13/2024	11111	ROBERT V. JENSEN	Fuel	1,757.89
09/13/2024	11112	San Joaquin Valley Air Control Dist.	Permit to Operate Fee	143.00
09/13/2024	11113	Sierra Data Management	Storage of Scanned Documents	79.64
09/13/2024	11114	Sierra HR Partners, Inc.	HR Consultant	125.00
09/13/2024	11115	Slumberger	Station Supplies & Maintenance	270.09
09/13/2024	11116	U.S. Bank PARS	Pension Plan Contributions	58,471.68
09/13/2024	11117	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, Apparatus	307.23
09/13/2024	11118	Vestis	Linen Service	463.93
09/13/2024		NCPFA, LOCAL 5260	Union Dues	2,990.00
09/19/2024	11119	Antonio Robinson	ROP Instructor	2,592.50
09/19/2024	11120	ARBA	Group Life Insurance	213.80
09/19/2024	11121	ASi Administrative Solutions	Dental/Vision Premiums	5,539.30
09/19/2024	11122	Baker Manock & Jensen	Legal Service	11,615.06
09/19/2024	11123	Employee Reimbursement	Employee Reimbursement	286.12
09/19/2024	11124	Cheryl Carlson	Financial Consulting	4,313.75
09/19/2024	11125	City of Kerman	Utilities: Water	781.63
09/19/2024	11126	Comcast Business	Internet & Phone Services	1,397.98
09/19/2024	11127	CSG Consultants, Inc	Plan Consultants	455.00
09/19/2024	11128	Donnoe & Associates, Inc.	Recruitment services	385.00
09/19/2024	11129	Fastenal Company	Station Supplies	1,292.53
09/19/2024	11130	Fire Apparatus Solutions	Apparatus Repairs	35,676.38
09/19/2024	11131	Fire Risk Management Services (FR	Health Insurance September	79,295.56
09/19/2024	11132	Fire Specialties	Fire Investigations	403.32
09/19/2024	11133	Industrial Electrical Company	Generator	3,923.38
09/19/2024	11134	Iron Cross Tractor Services LLC	Weed Abatement Contractor	4,750.00
09/19/2024	11135	Lexipol LLC	Fire Policy Manual & Procedures 22-23	9,991.81
09/19/2024	11136	Liebert Cassidy Whitmore	Legal Services	6,258.00
09/19/2024	11137	Mac's Equipment	Part for Apparatus	26.08
09/19/2024	11138	Metro Uniform	Employee Uniforms	9,176.78
09/19/2024	11139	Mid Valley (2)	Dumpster Rental	186.98
09/19/2024	11140	ODP Business Solutions	Office Supplies	226.03
09/19/2024	11141	PG&E	Utilities	3,771.44
09/19/2024	11142	Real-Time, Inc.	Computer Support/Maintenance	139.00
09/19/2024	11143	ROBERT V. JENSEN	Fuel	1,715.52
09/19/2024	11144	Slumberger	Station Supplies & Maintenance	254.07
09/19/2024	11145	Sparkletts	Drinking Water	572.99
09/19/2024	11146	UnWired Broadband, LLC	Radio Communication	5.86
09/19/2024	11147	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, Apparatus	10.88
09/19/2024	11148	Vestis	Linen Service	213.25
09/26/2024	11149	California State Disbursement Unit	Child Support	100.50
09/26/2024	11150	Comcast	Internet & Phone Services	240.66
09/26/2024	11151	County of Fresno - POB	POB Payment	17,528.08
09/26/2024	11152	CSFA	Membership	6,290.00
09/26/2024	11153	CSG Consultants, Inc	Plan Consultants	2,831.25
09/26/2024	11154	Department of Justice	Finger Prints	49.00

Date	Num	Name	Memo	Amount
09/26/2024	11155	Fastenal Company	Station Supplies	914.94
09/26/2024	11156	Fire Risk Management Services (FR Health Insurance October		82,557.65
09/26/2024	11157	Fire Specialties	Fire Investigations	650.84
09/26/2024	11158	Fresno County DPH - EMS Division	Dispatch Service	16,078.00
09/26/2024	11159	Iron Cross Tractor Services LLC	Weed Abatement Contractor	5,213.64
09/26/2024	11160	L.N. Curtis, Inc.	Apparatus Equipment	157.48
09/26/2024	11161	Mac's Equipment	Part for Apparatus	12.42
09/26/2024	11162	Mayson Ace Hardware	Station Supplies & Maintenance	22.28
09/26/2024	11163	Overhead Door, Inc.	Repair - Station Rollup Door	2,755.00
09/26/2024	11164	PG&E	Utilities	3,202.56
09/26/2024	11165	ROBERT V. JENSEN	Fuel	3,923.90
09/26/2024	11166	Slumberger	Station Supplies & Maintenance	414.36
09/26/2024	11167	Standard Insurance Company	Life & LTD Insurance	2,146.00
09/26/2024	11168	Target Solutions Learning LLC	Vector LMS - Annual	1,618.33
09/26/2024	11169	U.S. Bank Voyager Fleet Systems	Voyager Card Fuel Purchases	4,342.34
09/26/2024	11170	UNITEDHEALTHCARE INS	Prior Board Member Insurance	519.50
09/26/2024	11171	Vestis	Linen Service	338.59
09/26/2024	E-pay	United States Treasury	Taxes QB Tracking # 1348446010	44,220.94
09/26/2024	E-pay	EDD	698-1613-0 QB Tracking # 1348424010	18,059.37
09/27/2024		QuickBooks Payroll Service	Created by Payroll Service on 09/26/2024	214,661.34
09/27/2024		QuickBooks Payroll Service	Created by Direct Deposit Service on 09/26/2024	1.75
09/30/2024	11172	Void	Void	0.00
09/30/2024	11173	Employee Payroll	Employee Payroll	1,161.94
09/30/2024		NCPFA, LOCAL 5260	Union Dues	2,990.00
				<u>1,078,649.51</u>

Board Action: To approve disbursements from West America general account as presented for the total amount of \$1,078,649.51 for September 2024.

**NORTH CENTRAL FIRE PROTECTION DISTRICT
FUND CASH BALANCES**

FUND CASH BALANCES	GENERAL	CAPITAL EQUIPMENT	BUILDING	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY	TOTAL OF ALL FUNDS
FUND CLASS #	10000	20000	41400	41410	41420	41430	41440	
Beg Balance 9/1/2024	\$ 3,361,905.00	\$ 4,760,874.13	\$ 358,287.96	\$ 682,033.71	\$ 36,692.42	\$ 363,908.35	\$ 127,438.77	\$ 9,691,140.34
Ending Balance 9/30/2024	\$ 2,606,091.69	\$ 4,785,084.11	\$ 360,790.30	\$ 694,627.50	\$ 36,951.00	\$ 366,472.84	\$ 128,336.84	\$ 8,978,354.28

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SERVICES, SUPPLIES AND MAINTENANCE
BUDGET - TO - ACTUAL
JULY 2024 - JUNE 2025**

4. C 2

Services, Supplies and Maintenance	Fiscal Year 2024 - 2025 Budget	Activity thru August	September	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Pension Obligation Bonds	\$ 211,200	\$ 35,056.16	\$ 17,528.08	\$ 52,584.24	24.9%	\$158,615.76	75.1%
Property, Auto & Liability Insurance	208,700	208,648.00	0.00	208,648.00	100.0%	52.00	0.0%
Personal Protective Equipment	65,000	7,007.39	632.70	7,640.09	11.8%	57,359.91	88.2%
Health, Fitness and Safety	28,000	0.00	0.00	0.00	0.0%	28,000.00	100.0%
Fire Prevention	154,200	15,583.50	4,340.41	19,923.91	12.9%	134,276.09	87.1%
Communications	308,000	15,671.58	5,902.85	21,574.43	7.0%	286,425.57	93.0%
Food	6,000	2,051.28	0.00	2,051.28	34.2%	3,948.72	65.8%
Apparatus Maintenance	420,000	68,057.93	39,186.91	107,244.84	25.5%	312,755.16	74.5%
Apparatus Tools, Equipment & Hose	118,100	4,621.46	0.00	4,621.46	3.9%	113,478.54	96.1%
Equipment Maintenance	30,100	2,344.29	252.84	2,597.13	8.6%	27,502.87	91.4%
SCBA Masks & Maintenance	59,000	0.00	36,288.68	36,288.68	61.5%	22,711.32	38.5%
Computers & Office Equipment	99,000	43,091.24	12,787.88	55,879.12	56.4%	43,120.88	43.6%
Facility Maintenance	222,000	23,431.00	9,291.32	32,722.32	14.7%	189,277.68	85.3%
Station Supplies	62,000	12,122.55	4,609.22	16,731.77	27.0%	45,268.23	73.0%
Fuel	155,000	29,726.16	11,739.65	41,465.81	26.8%	113,534.19	73.2%
Utilities	130,000	20,741.21	7,368.21	28,109.42	21.6%	101,890.58	78.4%
Training	240,800	20,294.93	12,163.64	32,458.57	13.5%	208,341.43	86.5%
Travel Expenses	25,000	2,080.43	0.00	2,080.43	8.3%	22,919.57	91.7%
Membership Dues & Subscriptions	19,100	2,886.50	6,290.00	9,176.50	48.0%	9,923.50	52.0%
Professional Services	400,000	94,500.08	43,798.99	138,299.07	34.6%	261,700.93	65.4%
County of Fresno - Dispatch Services	193,000	48,234.25	16,078.00	64,312.25	33.3%	128,687.75	66.7%
Office Supplies and Postage	24,300	6,633.51	274.13	6,907.64	28.4%	17,392.36	71.6%
Station 54 Lease	45,000	6,800.00	3,400.00	10,200.00	22.7%	34,800.00	77.3%
FCERA Payment Financing	416,800	207,612.65	0.00	207,612.65	49.8%	209,187.35	50.2%
Apparatus Financing Payment	408,700	179,724.92	0.00	179,724.92	44.0%	228,975.08	56.0%
Totals	\$ 4,049,000	\$ 1,056,921.02	\$ 231,933.51	\$ 1,288,854.53	31.8%	\$ 2,760,145.47	68.2%

3rd month of fiscal year - average = 25%

**NORTH CENTRAL FIRE PROTECTION DISTRICT
WAGES, BENEFITS, POB AND FUND EXPENDITURES
BUDGET - TO - ACTUAL
JULY 2024 - JUNE 2025**

Wages, Benefits and POB	Fiscal Year 2024 - 2025 Budget	Activity thru August	September	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	\$ 58,000	\$ 8,636.89	\$ 4,194.95	\$ 12,831.84	22.1%	\$ 45,168.16	77.9%
Prior Board Member Benefits	6,000	1,037.61	537.50	1,575.11	26.3%	4424.89	73.7%
Surviving Spouse Benefits	13,000	2,006.44	1,016.72	3,023.16	23.3%	9976.84	76.7%
Employee Wages and Benefits	9,781,500	2,088,351.10	773,558.83	2,861,909.93	29.3%	6,919,590.07	70.7%
Total Wages and Benefits	\$ 9,858,500	\$ 2,100,032.04	\$ 779,308.00	\$ 2,879,340.04	29.2%	\$ 6,979,159.96	70.8%
Fund Expenditures per Budget							
CDBG Off-Road Water Tender	\$ 350,500	0.00	\$ -	\$ -	0.0%	\$ 350,500	100.0%
Misc Building Fund Expenditures	10,000	0.00	0.00	0.00	0.0%	10,000.00	100.0%
Misc Capital Improvement Projects	100,000	0.00	0.00	0.00	0.0%	100,000.00	100.0%
Station 55 Improvements	33,000	0.00	0.00	0.00	0.0%	33,000.00	100.0%
NCFPD Microwave Upgrades	-	0.00	0.00	0.00	0.0%	0.00	
Stations 58 Roof	38,400	0.00	0.00	0.00	0.0%	38,400.00	100.0%
Land Purchase Finance Payment	327,000	0.00	0.00	0.00	0.0%	327,000.00	100.0%
Preliminary Land Studies	350,000	0.00	0.00	0.00	0.0%	350,000.00	100.0%
Total Fund Expenditures	\$ 1,208,900	\$ -	\$ -	\$ -	0.0%	\$ 1,208,900.00	100.0%

**NORTH CENTRAL FIRE PROTECTION DISTRICT
REVENUE AND REIMBURSEMENTS
BUDGET - TO - ACTUAL
JULY 2024 - JUNE 2025**

Revenue	Fiscal Year 2024 - 2025 Budget	Activity thru August	September	YTD Total	% of Budget Received	Budget Remaining	%
Property Taxes	\$ 12,721,900	\$ 60,717.62	\$ -	\$ 60,717.62	0%	\$ 12,661,182.38	100%
Interest (County Investment Pool)	240,000	0.00	0.00	0.00	0%	240,000.00	100%
Fees, Permits, Plan Checks & Cost Recovery	100,000	25,177.25	6,521.00	31,698.25	32%	68,301.75	68%
Ambulance Station Lease	21,000	5,071.50	1,690.50	6,762.00	32%	14,238.00	68%
Tower Rental	34,000	5,506.00	2,753.00	8,259.00	24%	25,741.00	76%
FCC ISA/Training Reimbursement	189,600	19,324.67	129,631.40	148,956.07	79%	40,643.93	21%
Reimbursement for Priority One Calls	15,000	4,013.65	0.00	4,013.65	27%	10,986.35	73%
Miscellaneous Income	35,000	3,065.52	12,661.09	15,726.61	45%	19,273.39	55%
Revenue Totals	\$ 13,356,500	\$ 122,876.21	\$ 153,256.99	\$ 276,133.20	2.07%	\$ 13,080,366.80	97.9%
Reimbursable Items							
SHSGP and OES Grant Reimbursements	\$ 29,600	\$ 28,965.40	\$ -	\$ 28,965.40	98%	\$ 634.60	2%
Strike Team Reimbursement	72,800	0.00	70,901.03	70,901.03	97%	1,898.97	
2020 SAFER Grant	742,000	125,602.91	0.00	125,602.91	17%	616,397.09	83%
2022 AFG Training Grant	140,500	89,700.00	0.00	89,700.00	64%	50,800.00	36%
Reimbursement Totals	\$ 984,900	\$ 244,268.31	\$ 70,901.03	\$ 315,169.34	32.00%	\$ 669,730.66	68%



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden
Michael Foglio • Rusty Nonini • Amanda Souza
Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
15850 W. Kearney Boulevard
Kerman, California 93630-9335
(559) 275-5531 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: October 24, 2024

SUBJECT: Resolution 24-11 Authorizing the Disposition of Excess Property

District staff has identified surplus items for sale, donation, or disposal.

Resolution No. 24-11 designates certain items as surplus and authorizes their disposal by District staff.

The list of surplus property is listed as Exhibit A of the resolution.

Recommended Action: Board adopt Resolution No. 24-11, declaring the listed items as surplus and authorizes District staff to dispose of the property in a manner consistent with State law, this resolution, and in the best interest of the District.

"To protect and put service above all else"

RESOLUTION NO. 24-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH CENTRAL FIRE PROTECTION DISTRICT AUTHORIZING THE DISPOSITION OF EXCESS PROPERTY

WHEREAS, the North Central Fire Protection District (the "District"), a California fire protection district, owns the excess property described in Exhibit A; and

WHEREAS, Health and Safety Code section 13861 governs fire protection Districts disposal of assets and states that "A district shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the district's purposes," including the power to "acquire any property" and to "dispose of the property for the benefit of the district; and

WHEREAS, the excess property is not needed for any purposes of the District; and

WHEREAS, the District desires to sell, donate, or dispose of the property and retain any revenues from such sale in the District's General Fund; and

WHEREAS, the District's Board delegates to its staff any reasonable means of selling, donating, or disposing of such property.

NOW, THEREFORE, BE IT RESOLVED by the North Central Fire Protection District Board of Directors:

1. Declares the excess property described in Exhibit A no longer needed for the purposes of the District.
2. Releases all District's rights, title, and interest in the property.
3. Authorizes District staff to dispose of the property in a manner consistent with State law, this resolution, and in the best interest of the District.

PASSED and ADOPTED at a regular meeting of the Board of Directors of the North Central Fire Protection District, held this 24th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Attestation on separate page.]

The foregoing resolution is hereby approved.

Board Chairperson

Ken Abrahamian

ATTEST:

Amanda Souza
Board Secretary

Exhibit A

Surplus List – Resolution 24-11

Number	Quantity	Model/Year/Description
1.	1	Destroyit -Paper Shedder 2601A
2.	1	Panasonic Elec. Typewriter Model #RK-T33
3.	3	Metal File Cabinets
4.	1	3 Drawer Metal File Cabinet
5.	1	Fax Machine HP LaserJet 3050
6.	70+	Various Binders
7.	7	Excess office supplies: folders, file folder- paper fasteners 4- 23/4 x 2” cap, 1-2 3/4 x 31/2 cap, 2-81/2 x 31/2 cap.
8.	1	Wire File Sorter
9.	1	Mobile Roll file sorter 50 compartments
10.	1	Corner desk – 48” gray
11.	5	Folding Plastic Chairs
12.	3	Folding Metal Padded Chairs
13.	2	Metal frame (Formica top) Folding Tables
14.	11	Wall Mounts File pockets in box 60001 Lorell
15.	6	Used Wall Mounts
16.	2	Cyron Toner GPR-28
17.	1	Magenta Toner GPR-28
18.	2	Phone message books w/carbon
19.	2	Boxes of envelopes, 1/100 and 1/44-43/8 x 5 3/4
20.	5	Picture Frames 8 1/2 x 10
21.	1	Document holder – Plastic/Upright
22.	1	Casio Calculator HR-150TM
23.	1	Canon Calculator P170-DH
24.	1	Letter Feed folder
25.	1	Binder Maker EB-19
26.	1	Magnavox Radio w/Cassette/CD Player
27.	2	Metal Cart banker box carrier
28.	8	Office supplies – tabbed file dividers
29.	3	16 - Legal file folders w/fasteners, 25 – legal hanging file (yellow), 93 -1/3-tab file folders
30.	7	Clear report folders – plastic
31.	10	Blue & Blk SQ clear front for clip-on report holder
32.	6	Amazon basics blk Clear front report folders w/fasteners
33.	3	Stand-up organizer- 2 plastic & 1-paper
34.	1	Small blue binder w/clear sleeves
35.	1	Number 1-31 desk file sorter
36.	3	Corn Hole Sets Beyond Outdoors
37.	1	Tuff Stuff Roman Chair

38.	1	Tuff Stuff Weight Bench
39.	1	Weight Tree Series No. ZJHS0803
40.	2	25 Pound weight plates
41.	2	10 Pound weight plates
42.	1	Metal basket
43.	9	Paper Trays
44.	1	Dyno Office Mate II Label Maker
45.	2	Books "Think Again" by Adam Grant
46.	1	Black Scissors
47.	1	Note pad black portfolio
48.	1	Green Rolling Chair
49.	1	Fellows Powershred PS75
50.	2	Schwinn Spinner Pro bike
51.	1	10 x 1 x 4 Wood Cabinet
52.	1	Samsonite Carry-on Bag
53.	1	Run fast Weight Vest
54.	2	Triceps' Press Down Bar
55.	3	Bicep Bar
56.	1	Cable Handle
57.	2	Pull down Bar
58.	3	Adjustable Dumbbells
59.	1	3" Curl Bar
60.	1	Smart Table by ABCO Office Furniture 59"x23"
61.	1	Desk – 5 compartments 60"x30"
62.	1	Work light with Stand (Burnt Bulb)
63.	2	Small tool boxes
64.	1	Craftsman Compressor, Slow to build air
65.	1	Dolley
66.	4	Metal Hose protectors
67.	Multiple	Boxes of Floor(linoleum) tiles and bathroom wall tiles
68.	1	Craftsman wired weedwhacker
69.	1	Solo Weed Sprayer (Backpack Edition)
70.	1	Partner Circular Saw
71.	1	Trimmer Reel Mower 24in w/Honda GX 160
72.	1	KNAPP (Floor Polisher)
73.	1	Old office Chair (Pleather)
74.	1	Sterilite 3 drawer Plastic Drawer set
75.	1	Small Donyer Space heater
76.	2	Marcy weight plates
77.	10	Invonko weights and dumbbell bars
78.	1	Craftsman 30-gallon air compressor
79.	1	Wooden 2-shelf stand w/rollers



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden
Michael Foglio • Rusty Nonini • Amanda Souza
Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
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MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: October 24, 2024

SUBJECT: Fourth Amendment to Tower Lease Contract with Unwired Broadband, Inc.

The current contract between the District and Unwired Broadband, Inc. is due for renewal.

The Fourth Amendment and the original agreement and amendments are attached for the Board's review.

Recommended Action: Board approve the Fourth Amendment to Contract with Unwired Broadband, Inc.

"To protect and put service above all else"

**FOURTH AMENDMENT TO TOWER LEASE CONTRACT BETWEEN NORTH
CENTRAL FIRE PROTECTION DISTRICT AND UNWIRED BROADBAND, INC.**

This FOURTH AMENDMENT TO TOWER LEASE CONTRACT (this "Fourth Amendment") made and entered into this 1st day of April 2024 (the "Effective Date") by and between the NORTH CENTRAL FIRE PROTECTION DISTRICT, a California Fire Protection District (hereinafter "Lessor"), and UNWIRED BROADBAND INC., a California corporation (hereinafter "Lessee"). Lessor and Lessee may sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 27, 2014, the Parties entered into that certain Tower Lease Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, between Lessor and Lessee exclusively for the use of facilities for housing and operating certain communications equipment on Towers located at 15850 W. Kearney Blvd., Kerman, CA 93630, and 7285 W. Shields Ave., Fresno, CA 93722, a First Amendment dated May 15, 2015 located at 4555 N. Biola Ave., Biola, CA 93606, a Second Amendment dated August 24, 2017, and a Third Amendment dated April 1, 2019 (collectively, the "Lease"); and

WHEREAS, by this Fourth Amendment, the Parties desire to amend the Lease. NOW, THEREFORE, it is agreed as follows:

1. Definitions. Capitalized terms used but not defined in this Fourth Amendment shall have the meaning given to them in the Lease.

2. Amendments. The Lease is hereby amended as follows:

A. Term: The term of the Lease pursuant to this Fourth Amendment shall commence on April 1, 2024, and terminate on March 31, 2029. The Term shall automatically extend for one (1) renewal period of five (5) years unless either Party provides written notice to the other of its election not to renew the Term, at least Three Hundred Sixty-Five (365) days prior to the end of the current Term. If automatically extended, each renewal term shall be on the same terms and conditions as contained in this Agreement, except that in each year of any renewal term the rent will increase by a rate of three percent (3%) per year. At the end of the Term or renewal term, if applicable, this Lease shall continue on a month-to-month basis and then may be terminated at any time, with or without cause, by either Party providing the other Party with thirty (30) days written notice of intent to terminate.

B. Base Rent: The monthly rent ("Base Rent") to be paid by Lessee to Lessor shall be payable on the first (1st) day of each month. A late charge will be due if postmarked after the tenth (10th) day of each month. Base Rent shall be paid at the following rates, subject to the annual three percent (3%) increases:

Date	Kearney Blvd. Tower & Shields Ave. Tower Monthly Base Rent	Biola Ave. Tower Monthly Base Rent
4/1/24 - 3/31/25	\$1,594 (Utilities Included)	\$ 1,090 (Utilities included)
4/1/25 - 3/31/26	\$1,642 (Utilities Included)	\$ 1,123 (Utilities Included)
4/1/61- 3/31/27	\$1,691 (Utilities Included)	\$ 1,157 (Utilities Included)
4/1/27 - 3/31/28	\$1,742 (Utilities Included)	\$ 1,192 (Utilities Included)
4/1/28 - 3/31/29	\$1,794 (Utilities Included)	\$ 1,228 (Utilities Included)

3. **Interference with Communications:** Lessor shall not permit the use of or any activity upon any portion of Lessor's Property in a way that interferes with the communications operations of Lessee. If such interference occurs due to a new Lessee, Lessor will cooperate to every extent possible to resolve the interference with Lessee's communications. Such interference of Lessee's operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference will cause irreparable harm to Lessee's operation and equipment, and therefore, Lessee shall have the right to terminate the Lease immediately upon notice to Lessor and seek monetary compensation equal to the loss of business and relocation of antennae. Lessee can provide the list of frequencies used upon request by Lessor.

4. **Amendment to Add Section 30 to the Lease:** The Lease is hereby amended so that the following section is added as a new Section 30 to the Lease in its entirety:

“**30. Termination.** During the Term or any renewal term of this Lease, this Lease may be terminated as follows:

- a. By either Party upon thirty (30) days written notice of default if the other Party remains in default of any covenant or term under this Lease with an opportunity to cure within ten (10) days of written notice; or
- b. By either Party upon ninety (90) days written notice to the other Party for any reason or no reason.”

5. **Effect of Amendment:** Except as provided in this Fourth Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. The Parties acknowledge and agree that, except as expressly set forth herein, the Lease has not been modified, amended, or supplemented. This Fourth Amendment is intended to be construed as consistent with the terms of the Lease wherever possible, but in the event of any inconsistency between the terms of this Fourth Amendment and the Lease, the terms of this Fourth Amendment shall govern.

6. **Counterparts:** This Fourth Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7. **Other Agreements Superseded; Wavier and Modification, Etc.** This Fourth Amendment constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Fourth Amendment shall be binding unless executed in writing by all Parties. No waiver of any condition or

provision shall be enforceable unless made in writing. Nothing in this Fourth Amendment shall be construed to give any person or entity other than the Parties hereto any rights or remedies.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to be effective as of the Effective Date.

NORTH CENTRAL FIRE
PROTECTION DISTRICT

By _____
Title: District Board Chair

UNWIRED BROADBAND, LLC.

By _____
Title: CEO

Exhibit A

TOWER LEASE CONTRACT
North Central Fire Protection District
Kerman, CA

Basic Lease Information

Date: March 27, 2014

Lessee: unWired Broadband, Inc.

Address: 215 W. Fallbrook Ave., Ste. 203
Fresno, CA 93711

Lessor: North Central Fire Protection District

Address: 15850 W. Kearney Blvd.
Kerman, CA 93630

Premises: 15850 W. Kearney Blvd., Kerman, CA 93630
7285 W. Shields, Fresno, CA 93722

Term Commencement Date: April 1, 2014
Term Expiration Date: March 31, 2019

Base Rent: Rent is due on the first day of each month, a \$941.50 charge for wireless radio antennas mounted at the tower locations identified in Section 2 (below).

Base Rent Adjustment Date: Rent will increase 3 percent on April 1 of each year that this Contract is in effect.

Security Deposit: N/A.

This Agreement is made and entered into on the date hereinafter stated and by and between North Central Fire Protection District ("Lessor") and unWired Broadband, Inc. ("Lessee").

1. **Parties and Purpose.** Lessor hereby agrees to provide Lessee with facilities for housing and operating certain communications equipment, including installation of antennas or antenna systems and the space required to run cables between the equipment and the antenna or antenna systems. said facilities being more specifically described in Exhibit A, which is attached hereto and specifically incorporated herein. Lessee agrees to accept such purposes, subject to the considerations, terms and conditions specified in the lease.

2. **Location.**

- a. The facilities to be furnished by Lessee are located at 15850 W. Kearney Blvd., Kerman, CA 93630, and 7285 W. Shields, Fresno, CA 93722. At each location, there is a "Building" and a "Tower". This Lease is for particular areas upon each Tower. These particular areas, which are made available for Lessee's equipment, and to which Lessee has a right of access, are hereinafter referred to as the "Premises".
- b. Lessor owns two other facilities with a Tower and Building that may be provided to Lessee for housing and operating certain communication equipment. These two facilities are located at 4555 N. Biola, Biola CA 93606 and 806 S. Garfield, Fresno CA 93706. If Lessee so chooses to use either or both facilities, the Lessee must first obtain written consent from Lessor. Furthermore, if Lessee is granted permission to use either or both facilities, the Base Rent at the time equipment is installed on Lessor's facilities will be increased at a rate of \$100 per antenna installed. The new Base Rent amount will then be subject to the three percent (3%) annual increase. Such an increase in Base Rent shall become effective and due the first day of the month immediately following the installation of the added equipment.

3. **Term.** This lease shall continue for a term of five (5) years commencing on April 1, 2014. At the end of the term, unless it has been renewed as provided in Paragraph 8 hereof, this Lease shall continue for month-to-month terms, and may then be terminated at any time, with or without cause, by either party upon providing the other party with thirty (30) days written notice of intent to terminate. This written notice shall be sent by certified mail to the party at the following address:

Lessor's Address: **North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630**

Telephone: (559) 275-5531

Lessee's Address: **unWired Broadband, Inc.
215 W. Fallbrook Ave., Suite 203
Fresno, CA 93711**

Telephone: (559) 261-4444 Fax: (559) 261-4445 Cell: (559) 217-3412
Contact: Peter L. Sorensen
e-mail: pls@unwiredbb.com

4. **Base Rent.** The monthly rent ("Base Rent") to be paid by Lessee to Lessor shall be payable on the first day of each month. A late charge will be due if postmarked after the 10th of each month. Base Rent shall be paid at the following rates, subject to any increases pursuant to Section 2(b):

		(Monthly) Base Rent
Year One:	4/1/14 - 3/31/15	\$941.50 Utilities Included
Year Two:	4/1/15 - 3/31/16	\$970.00 Utilities Included
Year Three:	4/1/16 - 3/31/17	\$999.00 Utilities Included
Year Four:	4/1/17 - 3/31/18	\$1,029.00 Utilities Included
Year Five:	4/1/18 - 3/31/19	\$1,060.00 Utilities Included

5. **Late Payments.** Lessor shall have the right to add to the amount of any payment required to be made by Lessee hereunder, and which is not paid on or before the 10th day of each month, an amount equal to ten percent (10%) of the Base Rent for the month or the total amount of delinquency that remains outstanding. The late charge shall be due upon demand by Lessor at any time after Lessee fails to pay the Base Rent by the 10th day of each month.

6. **Option to Renew.** Lessee shall have the option to renew this Agreement on the same terms and conditions as contained herein for an additional five (5)-year term, except that if this option is exercised, in each year of the additional term the rent will increase by a rate of 3%. Lessee may exercise this option to renew by giving written notice to Lessor at least ninety (90) days before the expiration of the previous term herein.

7. **Expiration or Termination of Agreement.** Upon expiration or termination of this Agreement, Lessee will remove all property from the site which was placed there by Lessee and will reasonably restore the site to its original condition.

8. **Assignment and Sublease.** Lessee may assign, sublease, or transfer this lease or any interest the Lessee holds in this lease if, (1) Lessee gives Lessor written notice at least thirty (90) days before any requested assignment and (2) Lessor approves of such assignment in writing.

9. **Operation of Equipment.** Lessor grants Lessee the right to operate the radio transmitting equipment and antenna systems identified in Exhibit A. In the event additional equipment is added, Lessee must negotiate with Lessor a separate agreement covering said equipment. Said equipment shall be located on the tower of the Premises.

11. **Condition of Leased Space, Alterations.** Lessee agrees that said Premises are in good and tenantable condition. Lessee shall not alter or change said Premises without the written consent of Lessor. Lessee agrees to clearly identify equipment and cables per Exhibit A. Lessor has the right to remove any equipment not identified without notice, interruption or liability. All alterations, improvements or changes shall be done either by or under the direction of Lessor, but at the cost of Lessee, and all alterations, additions or improvements shall be the property of Lessor. Lessor and Lessee shall each have the option upon termination of the Lease to restore the Premises at Lessee's sole cost and expense; this includes, but is not limited to, Lessee's right to remove any antenna mast, equipment, and machinery.

11. **Maintenance and Surrender of Leased Properties.** Lessor shall at its sole cost and expense keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, and without limiting the generality of the forgoing, all plumbing, electrical and lighting

facilities and equipment upon Premises, except that installed by Lessee. Lessor shall be responsible for the structure of the building. Lessee shall, upon termination of the Lease, whether by lapse of time or otherwise, surrender to the Lessor the Premises, together with all replacements thereto, in good order, condition and repair, except for ordinary wear and tear and loss by fire or other casualty. Lessee shall remove its trade fixtures at the end of the term if not in default under this Lease and at the time of such removal shall repair any damage caused thereby.

12. Entry of Premises. Lessor shall have the right with or without notice to enter said Premises to make repairs, alterations, erect additions, or to make structural or other changes in said building. Lessee shall not claim or be allowed damages for any injury or inconvenience occasioned thereby. Lessor agrees to give Lessee at least two (2) weeks written notice prior to undertaking any repairs, alterations, additions or changes pursuant to this paragraph, if reasonably possible.

13. Condemnation. If all of the Premises are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "Condemnation") this lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If all of the tower space and/or floor space is taken such that Lessee cannot operate the equipment set forth in Exhibit A, then Lessee shall have the right to terminate this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect with no reduction in Base Rent. Any award for the taking of all or any part of the Premises under condemnation or any payment made under threat of the exercise of such power shall be the property of the Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, for taking the property owned by Lessor, or as severance damages; provided, however, the Lessee shall be entitled to any award for loss of or damage to Lessee's equipment, trade fixtures and other personal property. Notwithstanding any provision hereof to the contrary, Lessee shall have the right to assert with the condemning authority an independent claim for the value of its leasehold interest and its improvements to the Premises.

14. Fire Damage. In the event said Premises or any building of which said Premises are a part, be damaged or destroyed by fire or other casualty, Lessor may terminate this Lease upon written notice to Lessee and in such event Lessor shall refund to Lessee all unearned rent; or Lessor may repair or reconstruct said Premises and continue this Lease in effect, in which event a pro rata proportion of the rent for the part of said Premises of which Lessee was deprived shall be remitted to Lessee, during any time that Lessee is deprived of the use of such part; but otherwise Lessor shall not be liable to the Lessee for any damage that may be suffered by Lessee by reason of any such injury or the repair thereof. Lessor reserves the right to enter upon said Premises at all reasonable times to make repairs that may be considered necessary or advisable on account of or caused by fire, casualty or otherwise, or for the preservation of said Premises or Building of which said Premises are a part; and for that purpose, to erect in or about said Premises any necessary scaffolding or other temporary structures; and Lessor shall not be liable to the Lessee for any damage or inconvenience there from.

15. Insurance.

- a. Lessee agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Lessor and Lessee as the designated insured, general liability insurance against any and all claims for injury to or death of any person or persons or damage to property occurring in, upon, or about the Premises, during the term of this Lease, in an amount not less than two million dollars (\$2,000,000.00) per occurrence. The policy shall also insure the performance by Lessee of the indemnity provisions of this Lease.

Such insurance shall be written by company or companies acceptable to Lessor and there shall be delivered to Lessor customary certificates evidencing such paid up insurance.

which certificates are to be issued by the insurance companies. Such policies shall contain a waiver of subrogation against Lessor, its employees and agents. Such insurance shall contain a provision requiring written notice to Lessor at least fifteen (15) days prior cancellation. The policy or policies of insurance provided herein shall be for a period of not less than one (1) year, it being understood and agreed that fifteen (15) days prior to the expiration of any such policy, Lessee shall deliver to Lessor a renewal certificate or a new policy to take the place of the policy expiring and should Lessee fail to furnish said certificate or policy as herein provided, Lessor may obtain such insurance and Lessee shall reimburse Lessor for the premiums on such insurance upon demand.

- b. Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, (except for Lessee's fixtures, equipment or tenant improvements which Lessee shall insure separately) in the amount of the full replacement value thereof, as the same may exist from time-to-time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and "all risks" as such term is used in the insurance industry. Lessor may at its discretion obtain earthquake insurance covering the Premises. Said insurance shall provide for payment of loss therein to Lessor or to the holders of mortgages or deeds of trust on the Premises. Lessor may, in addition, obtain and keep in force during the term of this lease a policy of rental value insurance with loss payable to Lessor.

16. **Liability and Indemnification.** Lessee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation and removal of its equipment and antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify Lessor against any and all loss, cost or expense that may be sustained or incurred as a result of the installation, operation or removal of said equipment of said antenna system. Except for the acts of Lessor's agents or employees, Lessor shall not be liable to the Lessee for any loss or damages arising out of personal injuries or property damage on the Premises.

17. **Unlawful and Objectionable Practice.** The Premises shall not be used for any purpose which may be noisy, odorous, dangerous, or otherwise objectionable to Lessor or Lessor's other tenants or in any unlawful manner, or in violation of ordinances or restrictions affecting the Premises, nor shall any animals be brought into the Building.

18. **Violating Rules and Regulations.** It is expressly agreed that as to each and every promise herein contained, time is of the essence, and in the event of default in excess of 30 days at any time by Lessee in payment of any of the Base Rent or moneys provided to be paid hereunder, or should Lessee or any of the Lessee's officers, agents or employees violate any of the terms or conditions of the Lease or any of the rules or regulations for the Building, or exhibits made a part of this Lease, or should Lessee move out, vacate or abandon said Premises or any part thereof (absence for ten days after default in the payment or rent shall constitute abandonment), Lessor may at Lessor's option, and without notice or process of law, re-enter and take possession of said Premises, remove Lessee's signs and property there from, including, without limitation, the property described in Exhibit A, place Lessee's property in storage in a public warehouse or store the same elsewhere all at the expense and risk of the Lessee, and Lessor may, at Lessor's option, either terminate and cancel this Lease, or may, without terminating this Lease, relet said Premises or any part thereof, on such terms, conditions and rentals as Lessor may deem proper. Should such net monthly rentals so collected by Lessor be less than that herein agreed to be paid by Lessee, Lessee hereby agrees to pay and reimburse Lessor for said deficit, together with all reasonable expenses incurred by Lessor in reletting the Premises, and on the first day of each month, pay Lessor any such monthly deficiency in said rent, plus said expenses.

19. **Taxes.** It is understood and agreed that Lessee shall be liable for all taxes levied against personal property, trade fixtures and improvements placed by Lessee in, on or about the Premises. If any such taxes on such personal property, trade fixtures or improvements are levied against Lessor or Lessor's property, and if Lessor pays the same, which Lessor shall have the right to do, regardless of the validity of such levy, or if the assessed value of the Lessor's Premises is increased by the inclusion therein of a value placed on such property and if Lessor pays the taxes based on such increased assessment, which Lessor shall have the right to do, regardless of the validity thereof, Lessee, upon demand, shall repay to Lessor the taxes levied against Lessor or the proportion of such taxes resulting from such increase in the assessment.

20. **Use of Building Name.** Lessee shall not be allowed to use the name of the Building in which the demised Premises are located except that the name of the Building may be used for address purposes. Lessor reserves the right to change the name and title of the Building at any time during the term of said Lease and Lessee hereby expressly consents to such change at the option of Lessor and waives any and all damages occasioned thereby.

21. **Installation Drawings.** Lessor must approve in writing Lessee's installation drawings prior to the installation of Lessee's equipment.

22. **Utilities.** Lessee shall be responsible for utilities used by its installed equipment pursuant to the Lease. Therefore, Lessee shall currently pay \$1,200.00 per year (included in the Base Rent) for the use of these utilities. This utilities amount is determined by kilowatt usage multiplied times unit cost provided by local utility company, and is subject to change should a rate increase occur. Should Lessor choose to separately meter the electricity for each user, Lessee shall pay for its own electricity and the utility (electricity) charge shall be removed from the lease and the monthly rent adjusted downward accordingly. Should Lessor choose to separately meter the electricity for the communication users in the building, Lessee and other communication users shall pay a prorate percentage share of the monthly electricity charges based upon each Lessee's proportionate usage as determined by the amount of communication equipment that each Lessee rents space for on the tower and building (monthly rental in dollars) divided by the total of all of the communication equipment on the tower and building for all of the communication users (monthly rent in dollars). The Lessee's percentage of the total communication equipment (based upon a percentage of Lessee's monthly rent divided by the total rent for all communication users) times the monthly electricity bill for communication users on the tower and building, shall result in Lessee's monthly electricity bill.

23. **Access and Security.** Lessee shall have the unrestricted right, twenty-four hours a day, seven days a week, to enter or leave the Premises where its equipment is located. Lessee agrees to take, at its sole cost and expense, all measures and precautions which it believes reasonably necessary to render its equipment inaccessible to unauthorized persons.

24. **Waiver.** Failure or delay on the part of the Lessor or Lessee to insist on performance by the other party or to exercise any right or remedy shall not operate as a waiver of such performance, right or remedy.

25. **Attorneys' Fees.** If either party commences an action against the other to enforce any of the terms hereof, or because of the breach by the other party of any of the terms hereof, the prevailing party in any such action shall recover from the other party its reasonable attorneys' fees and expenses which shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

26. **Prior Negotiations.** This Contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

27. **Amendment.** No revision of this contract shall be valid unless made in writing and signed by Lessor and an authorized agent to the Lessee.

28. **Non-Disturbance.** Lessee agrees that its operation under this Agreement will not interfere with the operation of Lessor, or any of Lessor's lessees sharing the use of this location. Should any interference occur, the Lessee shall, as soon as reasonably possible under the circumstances, remedy the same, or the Lease may be cancelled by the Lessor forthwith, and Lessor shall reimburse Lessee for any unused portion of the consideration already paid to Lessor hereunder. In addition, should another tenant's (lessee's) telecommunication equipment interfere with Lessee's equipment, Lessee shall immediately notify Lessor in writing. If this interference cannot be remedied within seven days so that Lessee's equipment may be operated with the proper performance and effectiveness, then Lessee has the right to cancel this lease by giving Lessor a 30-day written notice.

29. **Relocation of Equipment Room.** During the term of the Lease, Lessor may build a new equipment room to house Lessee's equipment. Lessee shall not be charged any additional rent to have Lessee's equipment in the new equipment room, but shall assist with the moving of its equipment. Lessor warrants that the new equipment room shall be equal to or superior to the present equipment room in meeting Lessee's equipment needs.

ENTERED INTO this 27 day of March, 2014

NORTH CENTRAL FIRE PROTECTION DISTRICT

By: Ken Chahavi

Its: Board Chair

UNWIRED BROADBAND, INC.

By: Pat J. Shuman

Its: PRESIDENT

EXHIBIT "A"

Site	Qty	Manufacturer	Model	Description
Kerman	2	MTI	MT4840342-NV	P2MP 90 degree Sector Panel Antenna
Kerman	2	Ubiquiti	PS5-EXT Radio	P2MP Access Point
Kerman	4	Ubiquiti	M5 Rocket Radio	P2MP Access Point
Kerman	3	Ubiquiti	5G20	90 degree Antenna
Kerman	1	Ubiquiti	RD-5G30	2ft Parabolic Antenna
Kerman	1	Radiowaves Inc	SPD3-5.2	3ft Parabolic Antenna to Ave 12 Hwy 99
Kerman	1	Radiowaves Inc	SPD2-5.2	2ft Parabolic Antenna to Shield/Grantland
Kerman	1	Motorola	54500	PTP Radio for Kerman to Shields/Grantland
Kerman	1	Motorola	54500	PTP Radio for Kerman to Ave 12
Shields/Grantland	4	Ubiquiti	M5 Rocket Radio	P2MP Access Point
Shields/Grantland	4	Ubiquiti	5G20	P2MP 90 degree Sector Panel Antenna
Shields/Grantland	1	Ubiquiti	RD-5G30	2ft Parabolic Antenna
Shields/Grantland	1	Trango	M900S-AP	P2MP Access Point- Integrated antenna
Shields/Grantland	1	Trango	M2400S-AP	P2MP Access Point- Integrated antenna
Shields/Grantland	1	Motorola	54500	PTP Radio for Kerman to Shields/Grantland
Shields/Grantland	1	Motorola	54500	PTP Radio for Kerman to Fresno Pacific
Biola	1	Ubiquiti	M5 Rocket Radio	Subscriber Unit connected to Kerman AP
Biola	1	Ubiquiti	RD-5G30	2ft Parabolic Antenna
Kearney Park	1	Ubiquiti	M5 Rocket Radio	Subscriber Unit connected to Kerman AP
Kearney Park	1	Ubiquiti	RD-5G30	2ft Parabolic Antenna

**FIRST AMENDMENT TO TOWER LEASE CONTRACT
BETWEEN NORTH CENTRAL FIRE PROTECTION DISTRICT AND
UNWIRED BROADBAND, INC.**

This FIRST AMENDMENT TO TOWER LEASE CONTRACT (this "First Amendment") made and entered into this 1 day of May, 2015 (the "Effective Date"), by and between the NORTH CENTRAL FIRE PROTECTION DISTRICT, a California Fire Protection District, (hereinafter "Lessor"), and UNWIRED BROADBAND, INC., a California corporation (hereinafter "Lessee"). Lessor and Lessee may sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 27, 2014, the Parties entered into that certain Tower Lease Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, between Lessor and Lessee for the use of facilities for housing and operating certain communications equipment on Towers located at 15850 W. Kearney Blvd., Kerman, CA 93630, and 7285 W. Shields Ave., Fresno, CA 93722 (the "Lease"); and

WHEREAS, the Lease provides in Section 2(b) that Lessor owns two other facilities with a Tower and Building that may be provided, subject to Lessor's prior written consent, to Lessee for housing and operating certain communication equipment; and

WHEREAS, by this First Amendment the Parties desire to amend the Lease.

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** Capitalized terms used but not defined in this First Amendment shall have the meaning given to them in the Lease.
2. **Location; Consent.** Lessor hereby consents, pursuant to Section 2(b) of the Lease, to Lessee's use of the Tower and Building located at 4555 N. Biola Ave., Biola, CA 93606, subject to the terms and conditions of the Lease.
3. **Amendments.** The Lease is hereby amended as follows:
 2. **Location.**
 - a. The facilities to be furnished by Lessee are located at 15850 W. Kearney Blvd., Kerman, CA 93630; 7285 W. Shields Ave., Fresno, CA 93722; and 4555 N. Biola Ave., Biola, CA 93606. At each location, there is a "Building" and a "Tower." This Lease is for particular areas upon each Tower. These particular areas, which are made available for Lessee's equipment, and to which Lessee has a right of access, are hereinafter referred to as the "Premises."

b. Lessor owns one other facility with a Tower and Building that may be provided to Lessee for housing and operating certain communication equipment. That facility is located at 806 S. Garfield, Fresno, CA 93706. If Lessee so chooses to use this facility, the Lessee must first obtain written consent from Lessor. Furthermore, if Lessee is granted permission to use this facility, the Base Rent at the time equipment is installed on Lessor's facility will be increased at a rate of One Hundred Dollars (\$100) per antenna installed. The new Base Rent amount will then be subject to the three percent (3%) annual increase. Such an increase in Base Rent shall become effective and due the first day of the month immediately following the installation of added equipment.

4. **Base Rent.** The monthly rent ("Base Rent") to be paid by Lessee to Lessor shall be payable on the first (1st) day of each month. A late charge will be due if postmarked after the tenth (10th) day of each month. Base Rent shall be paid at the following rates, subject to any increases pursuant to Section 2(b):

		Kearney Blvd. Tower & Shields Ave. Tower Monthly Base Rent	Biola Ave. Tower Monthly Base Rent
Year One:	4/1/14 - 3/31/15	\$941.50 (Utilities Included)	
Year Two:	4/1/15 - 3/31/16	\$970.00 (Utilities Included)	\$675.00 (Utilities Included)
Year Three:	4/1/16 - 3/31/17	\$999.00 (Utilities Included)	\$695.25 (Utilities Included)
Year Four:	4/1/17 - 3/31/18	\$1,029.00 (Utilities Included)	\$716.00 (Utilities Included)
Year Five:	4/1/18 - 3/31/19	\$1,060.00 (Utilities Included)	\$737.50 (Utilities Included)

4. **Effect of Amendment.** Except as provided in this First Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. The Parties acknowledge and agree that, except as expressly set forth herein, the Lease has not been modified, amended, or supplemented. This First Amendment is intended to be construed as consistent with the terms of the Lease wherever possible, but in the event of any inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern.

5. **Counterparts.** This First Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. **Other Agreements Superseded; Waiver and Modification, Etc.** This First Amendment constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this First Amendment shall be binding unless executed in writing by all Parties. No waiver of any

condition or provision shall be enforceable unless made in writing. Nothing in this First Amendment shall be construed to give any person or entity other than the Parties hereto any rights or remedies.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date.

NORTH CENTRAL FIRE
PROTECTION DISTRICT

By _____

Title _____

UNWIRED BROADBAND, INC.

By *Pat J. Starnes* *5/1/2015*

Title *PRESIDENT*

condition or provision shall be enforceable unless made in writing. Nothing in this First Amendment shall be construed to give any person or entity other than the Parties hereto any rights or remedies.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date.

NORTH CENTRAL FIRE
PROTECTION DISTRICT

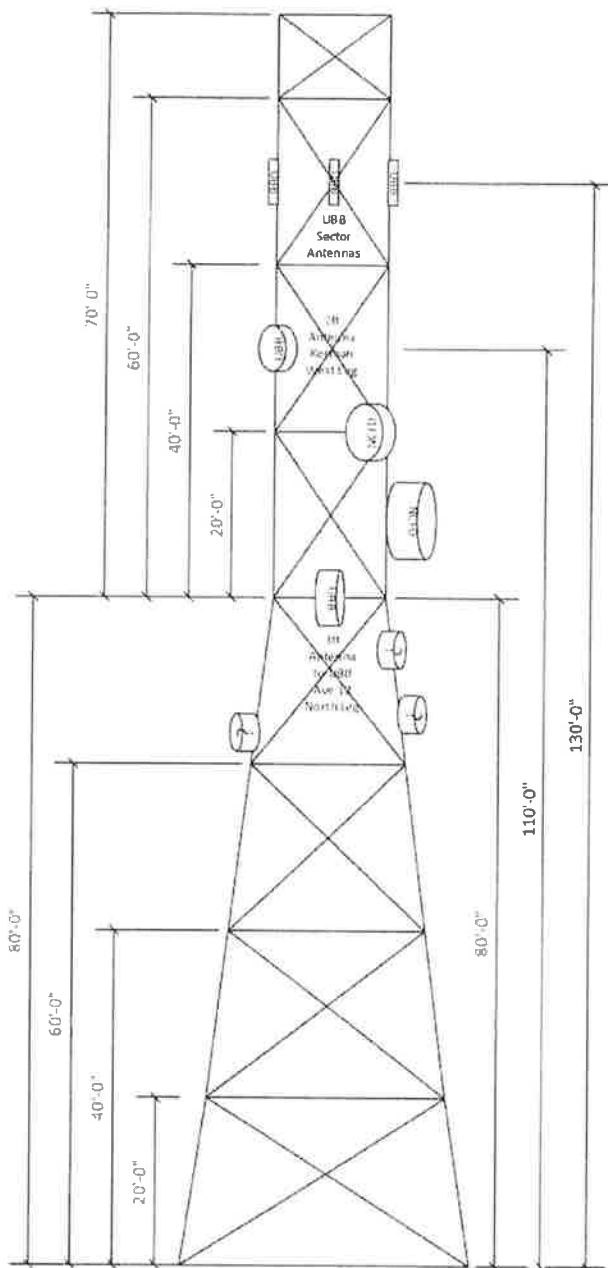
By 

Title District Board Chair

UNWIRED BROADBAND, INC.

By _____

Title _____



**SECOND AMENDMENT TO TOWER LEASE CONTRACT
BETWEEN NORTH CENTRAL FIRE PROTECTION DISTRICT AND
UNWIRED BROADBAND, INC.**

This SECOND AMENDMENT TO TOWER LEASE CONTRACT (this "Second Amendment") made and entered into this 24th day of August, 2017 (the "Effective Date"), by and between the NORTH CENTRAL FIRE PROTECTION DISTRICT, a California Fire Protection District, (hereinafter "Lessor"), and UNWIRED BROADBAND, INC., a California corporation (hereinafter "Lessee"). Lessor and Lessee may sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 27, 2014, the Parties entered into that certain Tower Lease Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, between Lessor and Lessee for the use of facilities for housing and operating certain communications equipment on Towers located at 15850 W. Kearney Blvd., Kerman, CA 93630, and 7285 W. Shields Ave., Fresno, CA 93722, and a First Amendment dated May 1st, 2015 located at 4555 N. Biola Ave., Biola, CA 93606 (the "Lease"); and

WHEREAS, by this Second Amendment the Parties desire to amend the Lease.

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** Capitalized terms used but not defined in this First Amendment shall have the meaning given to them in the Lease.
2. **Location; Consent.** Lessor hereby consents, pursuant to Section 2(b) of the Lease, to Lessee's addition of two (2) antennas, one located at 4555 N. Biola Ave., Biola, CA 93606, and one located at 15850 W. Kearney Blvd., Kerman, CA 93630, subject to the terms and conditions of the Lease.
3. **Amendments.** The Lease is hereby amended as follows:
 2. **Location.**
 - a. The facilities to be furnished by Lessee are located at 15850 W. Kearney Blvd., Kerman, CA 93630; and 4555 N. Biola Ave., Biola, CA 93606. At each location, there is a "Building" and a "Tower." This Second Amendment to the Lease is for the addition of two (2) antennas, one at each above location, to particular areas upon each Tower. These particular areas, which are made available for Lessee's equipment, and to which Lessee has a right of access, are hereinafter referred to as the "Premises."

b. That facility is located at 15850 W. Kearney Blvd., Kerman, CA 93630; and 4555 N. Biola Ave., Biola, CA 93606. Furthermore, if Lessee is granted permission to add these antennas, the Base Rent at the time equipment is installed on Lessor's facility will be increased at a rate of One Hundred Dollars (\$100) per antenna installed. The new Base Rent amount will then be subject to the three percent (3%) annual increase. Such an increase in Base Rent shall become effective and due the first day of the month immediately following the installation of added equipment.

4. **Base Rent.** The monthly rent ("Base Rent") to be paid by Lessee to Lessor shall be payable on the first (1st) day of each month. A late charge will be due if postmarked after the tenth (10th) day of each month. Base Rent shall be paid at the following rates, subject to any increases pursuant to Section 2(b):

		Kearney Blvd. Tower & Shields Ave. Tower Monthly Base Rent	Biola Ave. Tower Monthly Base Rent
Year One:	4/1/14 – 3/31/15	\$941.50 (Utilities Included)	
Year Two:	4/1/15 – 3/31/16	\$970.00 (Utilities Included)	\$675.00 (Utilities Included)
Year Three:	4/1/16 – 3/31/17	\$999.00 (Utilities Included)	\$695.25 (Utilities Included)
Year Four:	4/1/17 – 7/31/17	\$1,029.00 (Utilities Included)	\$716.00 (Utilities Included)
Year Four:	9/1/17 – 3/31/18	\$1,129.00 (Utilities Included)	\$816.00 (Utilities Included)
Year Five:	4/1/18 – 3/31/19	\$1,163.00 (Utilities Included)	\$840.50 (Utilities Included)

4. **Effect of Amendment.** Except as provided in this Second Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. The Parties acknowledge and agree that, except as expressly set forth herein, the Lease, including the First Amendment, has not been modified, amended, or supplemented. This Second Amendment is intended to be construed as consistent with the terms of the Lease wherever possible, but in the event of any inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall govern.

5. **Counterparts.** This Second Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. **Other Agreements Superseded; Waiver and Modification, Etc.** This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Second Amendment shall be binding unless executed in writing by all Parties. No waiver of any condition or provision shall be enforceable unless made in writing. Nothing in this Second

Amendment shall be construed to give any person or entity other than the Parties hereto any rights or remedies.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Effective Date.

NORTH CENTRAL FIRE
PROTECTION DISTRICT

By Ken Aluhanna

Title District Board Chair

UNWIRED BROADBAND, INC.

By Peter J. Freeman

Title PRESIDENT

**THIRD AMENDMENT TO TOWER LEASE CONTRACT
BETWEEN NORTH CENTRAL FIRE PROTECTION DISTRICT AND
UNWIRED BROADBAND, INC.**

This THIRD AMENDMENT TO TOWER LEASE CONTRACT (this "Third Amendment") made and entered into this 1st day of April, 2019 (the "Effective Date"), by and between the NORTH CENTRAL FIRE PROTECTION DISTRICT, a California Fire Protection District, (hereinafter "Lessor"), and UNWIRED BROADBAND, INC., a California corporation (hereinafter "Lessee"). Lessor and Lessee may sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 27, 2014, the Parties entered into that certain Tower Lease Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, between Lessor and Lessee for the use of facilities for housing and operating certain communications equipment on Towers located at 15850 W. Kearney Blvd., Kerman, CA 93630, and 7285 W. Shields Ave., Fresno, CA 93722, a First Amendment dated May 1st, 2015 located at 4555 N. Biola Ave., Biola, CA 93606, and a Second Amendment dated August 24, 2017 (collectively, the "Lease"); and

WHEREAS, by this Third Amendment the Parties desire to amend the Lease.

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** Capitalized terms used but not defined in this Third Amendment shall have the meaning given to them in the Lease.
2. **Amendments.** The Lease is hereby amended as follows:
 - A. **Term.** The term of this Agreement shall commence on April 1, 2019 and terminate on March 31, 2024.
 - B. **Base Rent.** The monthly rent ("Base Rent") to be paid by Lessee to Lessor shall be payable on the first (1st) day of each month. A late charge will be due if postmarked after the tenth (10th) day of each month. Base Rent shall be paid at the following rates, subject to the annual three percent (3%) increases pursuant to Section 2(b) of the Lease:

Date	Kearney Blvd. Tower & Shields Ave. Tower Monthly Base Rent	Biola Ave. Tower Monthly Base Rent
4/1/19 – 3/31/20	\$1,462 (Utilities Included)	\$940 (Utilities Included)
4/1/20 – 3/31/21	\$1,506 (Utilities Included)	\$968 (Utilities Included)
4/1/21 – 3/31/22	\$1,551 (Utilities Included)	\$997 (Utilities Included)
4/1/22 – 3/31/23	\$1,597 (Utilities Included)	\$1,027 (Utilities Included)
4/1/23 – 3/31/24	\$1,645 (Utilities Included)	\$1,058 (Utilities Included)

3. Effect of Amendment. Except as provided in this Third Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. The Parties acknowledge and agree that, except as expressly set forth herein, the Lease has not been modified, amended, or supplemented. This Third Amendment is intended to be construed as consistent with the terms of the Lease wherever possible, but in the event of any inconsistency between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall govern.

4. Counterparts. This Third Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. Other Agreements Superseded; Waiver and Modification, Etc. This Third Amendment constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Third Amendment shall be binding unless executed in writing by all Parties. No waiver of any condition or provision shall be enforceable unless made in writing. Nothing in this Third Amendment shall be construed to give any person or entity other than the Parties hereto any rights or remedies.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to be effective as of the Effective Date.

NORTH CENTRAL FIRE
PROTECTION DISTRICT

By Ken Alrahman

Title District Board Chair

UNWIRED BROADBAND, INC.

By Peter J. Simon

Title PRESIDENT



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Foglio
 Michael Golden • Rusty Nonini • Amanda Souza
Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
 15850 W. Kearney Boulevard
 Kerman, California 93630-9335
 (559) 878-4550 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: October 25, 2024

SUBJECT: Board Meeting Dates for 2025

The tentative dates for the 2025 regular Board meetings are listed below.

All meetings are scheduled for the fourth Thursday of each month at 4:30 p.m., except for the meetings in May, November, and December, which will be held on the third Thursday of their respective months.

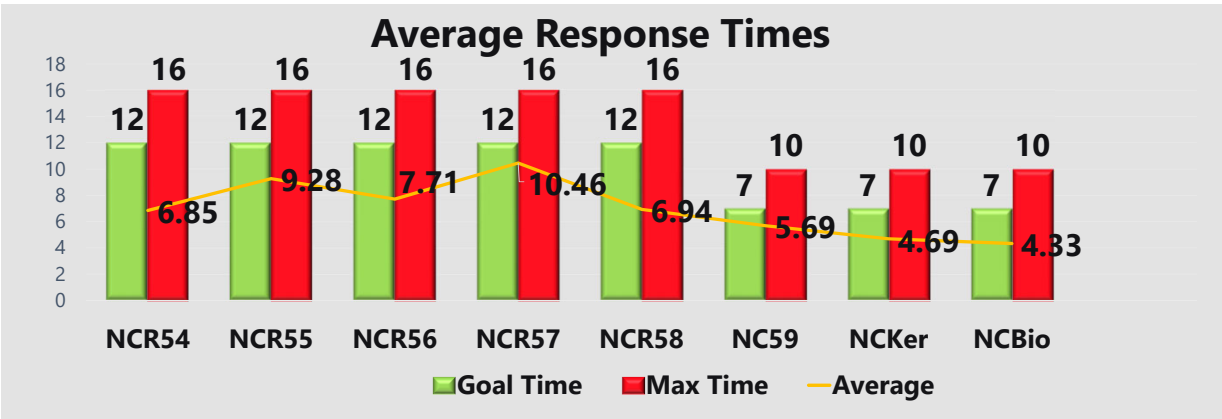
Please review the list for any possible conflicts with your schedules.

January 23, 2025	July 24, 2025
February 27, 2025	August 28, 2025
March 27, 2025	September 25, 2025
April 24, 2025	October 23, 2025
May 15, 2025	November 20, 2025
June 26, 2025	December 18, 2025

Recommended Action: Board consider and approve the dates and times scheduled for the 2025 board meetings.

September 2024

Total Calls 348	Fire/Other 17%	60 Fire Call Types	EMS/Rescue 52%	179 EMS/Rescue Call Types
		109 Other Types		



TOTAL FIRE LOSS

\$318,000

