

SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066 (831) 438-0211 Fax (831) 438-0383

Board of Directors Agenda Wednesday, January 10, 2018, 7:00 P.M. Scotts Valley City Hall One Civic Center Drive, Scotts Valley CA 95066

Board meetings are televised on Community Television, Channel 25. Agendas and Board Packets are available on the District's web site @ www.scottsvalleyfire.com

Any person who requires a disability related modification or accommodation in order to participate in a public meeting should make such a request to Steve M. Kovacs, Board Secretary, for immediate consideration.

1. Call to Order

- 1.1 Pledge of Allegiance and Moment of Silence
- 1.2 Roll Call

2. **Public Comment (GC §54954.3)**

This portion of the meeting is reserved for persons wishing to address the Board on any matter not on the agenda. Any matter that requires Board action will be referred to staff for a report and action at a subsequent Board meeting.

3. Agenda Amendments (GC §54954.2) – Discussion/Action

4. Consent Calendar

(Consent calendar items will be enacted upon by one motion. There will be no separate discussion on items unless a Board Member, Staff, or member of the public requests removal of the item for separate action.)

- 4.1 Minutes: Approve Regular Board Meeting Minutes of November 8, 2017
- 4.2 Payroll: Approve November Payroll 23 and 24 in the amount of: \$ 282,978.62
- 4.3 Payroll: Approve December Payroll 25 and 26 in the amount of: \$ 365,763.53
- 4.4 Expenditures: Approve Expenditures for November in the Amount of:

 General Fund:
 \$49,277.20

 SCHMIT:
 \$6,124.05

 TOTAL:
 \$55,401.25

4.5 Expenditures: Approve Expenditures for December in the Amount of:

 General Fund:
 \$148,892.76

 Capital Outlay:
 \$ 54.68

 SCHMIT:
 \$107,388.23

 TOTAL:
 \$256,335.67

Scotts Valley Fire Protection District Board of Directors Meeting for January 10, 2018 Agenda

5. Action Items

- 5.1 Standing Board Committee Appointments per Policy 2101, Discussion/Action
 - Finance and Planning
 - Organization and Personnel
 - Facilities and Equipment
- 5.2 Approve the Facilities Master Plan Professional Service Agreement with Group 4 Architecture Research and Planning Inc., Discussion/Action
- 5.3 Consider Revision to Policy 1601: Travel Request and Expense Reimbursement, Discussion/Action
- 5.4 Consider Revision to Policy 2100: Policy for Conducting Board Meetings, Discussion/Action
- 6. Board of Directors and Administrative Reports Information/Discussion (No action will be taken on any questions raised by the Board at this time.)
 - 6.1 Board of Directors Report *Directors*
 - 6.2 Administrative Report Chief Officers
- 7. Correspondence Information
 - 7.1 Thank You Letter from Kathleen Respini Response to the Napa Fire
- 8. Request for Future Agenda Items
- 9. Adjournment

Next Regularly Scheduled Board Meeting: Wednesday, February 14, 2018 at 7:00 p.m.



SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066

(831) 438-0211

Fax (831) 438-0383

MINUTES OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING OF November 8, 2017

1. Call to Order

The Regular Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, November 8, 2017 at the City of Scotts Valley Council Chambers. President Smith called the meeting to order at 6:30 p.m.

1.1 Pledge of Allegiance and Moment of Silence

President Smith called for the Pledge of Allegiance and a Moment of Silence to follow.

- 1.2 Roll Call
 - A. Directors Present:

Directors Campbell, Patterson, Pisciotta, Smith and Warren

B. Directors Absent:

None

C. Fire District Staff:

Chief Kovacs, Battalion Chief McNeil and Administrative Secretary

Walton

2. Public Comment (GC §54954.3)

None

3. Agenda Amendments (GC §54954.2) - Discussion/Action

None

- 4. Consent Calendar
 - 4.1 Minutes: Approve Regular Board Meeting Minutes of October 11, 2017
 - 4.2 Payroll: Approve October Payroll 21 and 22 in the amount of: \$ 372,113.60
 - 4.3 Expenditures: Approve Expenditures for October in the Amount of:

General Fund:

\$90,972.38

SCHMIT:

\$ 38.23

TOTAL:

\$91,010.61

- 4.4 Approve Payment in the amount of \$162,117.76 to Santa Cruz County Bank for the CalPERS Side Fund Loan
- 4.5 <u>Approve Plan Check/Inspection Fee Waiver Request for the Scotts Valley Education Foundation's Christmas Tree Lot</u>

Director Patterson requested an amendment to the October 11, 2017 minutes under the Board of Directors and Administrative Reports. The minutes indicated that Director Pisciotta will be attending the Scotts Valley Planning Meeting next month, which should have been Director Patterson.

On motion of Director Campbell seconded by Director Warren to Approve the Consent Calendar Items 4.1 Through 4.5 as Amended was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES:

None

ABSENT:

None

ABSTAIN:

None

SCOTTS VALLEY FIRE PROTECTION DISTRICT Regular Board Meeting November 8, 2017

5. Action Item

5.1 Approve Proposal for GASB 74/75 Actuarial Valuation Services, Discussion/Action

Chief Kovacs stated that GASB 74/75 Actuarial Valuations are required as part of the SVFPD financial reporting. Three Request for Proposals were received and the recommendation is to approve the lowest bid for Actuarial Services.

Director Campbell inquired why there was such a large cost difference between one of the bidders. Chief Kovacs stated that all bidders were given the same information and based on the bids, all responses seemed similar.

On motion of Director Warren seconded by Director Patterson to Approve the Proposal for GASB 74/75 Actuarial Valuation Services Using the RFP Bid from Total Compensation Systems was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES: ABSENT: None

ARSENT:

None

ABSTAIN: None

5.2 Approve the Purchase of a Utility Vehicle, Discussion/Action

Chief Kovacs stated that as part of the bid process, we received two out of the three bids that were requested from local Dealerships. At the Boards request, an additional request was submitted with no response.

The Board reviewed the bids from MY Jeep-Chrysler-Dodge-Ram in Salinas and Santa Cruz Dodge. The Board discussed awarding the bid to the local Santa Cruz Dealership. The Board also discussed that prior vehicles were purchased from MY Jeep-Chrysler-Dodge-Ram so a good working relationship had already been established with the Dealership.

On motion of Director Patterson seconded by Director Pisciotta to Approve the Purchase of a 2018 Utility Vehicle from My Jeep-Chrysler-Dodge-Ram was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES:

None

ABSENT:

None

ABSTAIN:

None

5.3 Consider Cancellation of the December 13, 2017 Regular Board Meeting, Discussion/Action

President Smith stated that it has been suggested to cancel the December 13, 2017 since Chief Kovacs will be at a Training Conference.

Chief Kovacs stated that the only pressing matter for the December Meeting might be the Facilities Consultant Contract once the SVFPD Attorney has completed the review. Even if approved in December, it is not likely that work will start until after the first of the year, so moving the matter forward to the January Meeting shouldn't be an issue.

The Board cancelled the December 13, 2017 Regular Board Meeting.

5.4 Approve Regular Board Meeting Dates for 2018 - Discussion/Action

The Board reviewed the Regular Board Meeting dates for 2018 and noted that the April 11, 2018 Board Meeting was cancelled due to the Fire Districts Association of California Conference.

On motion of Director Warren seconded by Director Pisciotta to Approve the Regular Board Meeting Dates for 2018 as Listed in the Packet for the Second Wednesday of Each Month was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES:

None

ABSENT:

None

ABSTAIN:

None

SCOTTS VALLEY FIRE PROTECTION DISTRICT

Regular Board Meeting November 8, 2017

6. Board of Directors and Administrative Reports – Information/Discussion

(No action will be taken on any questions raised by the Board at this time.)

6.1 Board of Directors Report - Directors

Director Patterson reported that he attended the Scotts Valley General Planning Meeting and they walked Scotts Valley Drive and discussed future plans for residential development and new businesses to Scotts Valley.

6.2 <u>Administrative Report - Chief Officers</u>

Chief Kovacs stated that the full Administrative Report was included in the packet and highlighted the following:

- Presentation at the Scotts Valley City Council on Fire Safety and the Bear Fire.
- Presentation at the Scotts Valley Chamber Breakfast State of the City Address.
- Six PCF Candidates are in the Background process.
- Next week will be attending the annual Training Officers Symposium in Fresno. Battalion Chief Theilen,
 Engineers Duncan and Todd and Firefighter Green will be attending various training for part of the week.
- Next month staff will be attending a Health and Wellness Symposium in Southern California, which is in line with one of the 2018 Goals.
- The Compressor we purchased last month has been installed and is working beautifully.

7. Correspondence - Information

- 7.1 Thank You Letter from Baymonte Tech Trek Fundraiser
- 7.2 Thank You Letter from Petaluma School Response to Tubbs Fire

The Board received and filed the correspondence.

8. Request for Future Agenda Items

President Smith requested a future agenda item to discuss changing the Regular Board Meeting Time.

9. Election of Board Officers for Calendar Year 2018, per Board Policy 2100 – Discussion/Action

9.1 President

Director Pisciotta nominated Director Patterson for Board President.

On motion of Director Pisciotta seconded by Director Warren to *Elect Director Patterson for Board President* was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES:

None

ABSENT:

None

ABSTAIN: None

9.2 <u>Vice-President</u>

Director Patterson nominated Director Pisciotta for Board Vice-President.

On motion of Director Patterson seconded by Director Warren to *Elect Director Pisciotta for Board Vice-President* was approved by the following vote:

AYES:

Campbell, Patterson, Pisciotta, Smith and Warren

NOES:

None

ABSENT:

None

ABSTAIN:

None

10. Adjournment

The meeting was adjourned at 6:52 p.m.

ATTEST

Alan Smith

Board President

Steve M. Kovacs Board Secretary

	Date Range fro	om 10/21/2	017 To 11/22/2017
PAYROLL	ACCT.#	PP	TOTALS
Regular Pay	51000	23	\$117,570.66
		24	\$117,660.42
Overtime	51005	23	\$8,828.99
		24	\$5,646.98
Regular Pay, Extra Help (PCF)	51010	23	\$9,802.50
		24	\$0.00
Regular Pay, Sick Leave	51015	23	\$0.00
		24	\$0.00
Regular Callback Pay	51025	23	\$2,034.65
		24	\$1,577.48
Holiday Pay	51035	23	\$0.00
		24	\$0.00
Differential Pay	51040	23	\$5,770.88
		24	\$5,770.88
Regular Pay, Sick Leave Reserve	55020	23	\$0.00
		24	\$0.00
Misc Benefits, Vacation Payoff	55021	23	\$4,157.59
		24	\$4,157.59
Directors Fees	62327	23	\$0.00
		24	\$0.00

TOTAL PAYROLL

\$282,978.62

	Date Range fro	om 11/07/2	017 To 12/29/2017
PAYROLL	ACCT.#	PP	TOTALS
Regular Pay	51000	25	\$114,379.83
		26	\$113,248.23
Overtime	51005	25	\$6,706.82
		26	\$60,764.62
Regular Pay, Extra Help (PCF)	51010	25	\$864.00
		26	\$0.00
Regular Pay, Sick Leave	51015	25	\$0.00
		26	\$0.00
Regular Callback Pay	51025	25	\$6,756.12
·		26	\$6,856.86
Holiday Pay	51035	25	\$0.00
		26	\$0.00
Differential Pay	51040	25	\$5,595.50
		26	\$5,551.65
Regular Pay, Sick Leave Reserve	55020	25	\$0.00
		26	\$0.00
Misc Benefits, Vacation Payoff	55021	25	\$22,372.25
		26	\$22,667.65
Directors Fees	62327	25	\$0.00
		26	\$0.00

TOTAL PAYROLL

\$365,763.53

CLAIMS BY GL OBJ 12/01/2017	Filter: (Claim Date is between and 11/30/2017)(Pre-Appro	
Claim Date Vendor	Message	Amount
GL Key: 685010		
GL Obj: 53010 Group Health - Dent	al Insurance	
11/03/2017 HEALTH CARE EMPLOYEES/EMPLOYE DENTAL TRUST		\$5,085.06
11/16/2017 BRUCE SCOTT	Reimbursment for Prepaid	\$5.25
	LifeInsurance-12/2017	
11/16/2017 FDAC EBA	Life & Vision Ins12/2017	\$1,209.84
11/22/2017 JIM DELUCCHI	Retiree Health Ins12/2017	\$805.39
11/22/2017 MIKE BIDDLE	Retiree Health Ins12/2017	\$1,436.54
11/22/2017 MICHAEL MCMURRY	Retiree Health Ins12/2017	\$1,543.10
11/22/2017 SAL LOFRANCO	Retiree Health Ins12/2017	\$558.04
11/22/2017 SUSAN DOWNEY	Retiree Health Ins12/2017	\$416.81
11/22/2017 MIKE PHINN	Retiree Health Ins12/2017	\$867.85
	SubObject Total	\$11,927.88
GL Obj: 61110 Clothing & Personal	Supplies	
11/03/2017 ALLSTAR FIRE EQUIPMENT, INC.	Turnouts-Kovacs	\$2,408.90
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	L.N.Curtis-Boots-Green	\$459.98
	SubObject Total	\$2,868.88
GL Obj: 61125 Uniform Clothing All	lowance	
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Summit Uniforms-Kovacs	\$894.76
	SubObject Total	\$894.76
GL Obj: 61221 Telephone & Telegra	aph	
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Comcast-VF1-Internet&Phone-9/21-10/20/17 Comcast-VF2-Internet&Phone-9/21-10/20/17 Verizon-Cellular 9/5-10/4/17	\$921.82
	SubObject Total	\$921.82
GL Obj: 61310 Food		
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Costco-Strike team supplies Rite Aid-Strike team supplies	\$149.93
	SubObject Total	\$149.93
GL Obj: 61425 Household Expense		

Costco-Station supplies

\$54.49

\$54.49

SubObject Total

11/03/2017 U.S. BANK CORPORATE PAYMENT

SYSTEM

12/01/2017

Claim Date Vendor	Message	Amount
GL Obj: 61720 Maintenance - Mobile	Equipment	
11/03/2017 GOLDEN STATE EMERGENCY VEHICLE SERVICE		\$233.09
11/03/2017 SCARBOROUGH LUMBER & BUILDING	Parts	\$74.70
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Larry's Auto Care-Smog fee U2593,2595,2596 Golden State-E2512 Def cap/retrofit kit W.S. Darley-E2537 4 way valve Golden State-E2512 rocker switch	\$638.35
11/09/2017 WINCHESTER AUTO STORES	Parts	\$636.84
	SubObject Total	\$1,582.98
GL Obj: 61725 Maintenance - Office	Equipment	
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Kmart-Cable VF2	\$16.34
11/03/2017 PAGODA TECHNOLOGIES INC.	Computer Management-11/2017	\$1,011.12
	SubObject Total	\$1,027.46
GL Obj: 61730 Maintenance - Other B	Equipment	
11/03/2017 SCARBOROUGH LUMBER & BUILDING	Chainsaw Safety	\$234.29
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	HoneyWell-SCBA Posicheck calibration Complete Wireless-Repair pagers(4) UPS- Ship BK portable radios	\$1,120.56
	SubObject Total	\$1,354.85
GL Obj: 61845 Maintenance - Buildin	gs & Grounds	
11/03/2017 SCARBOROUGH LUMBER & BUILDING	Parts,Supplies	\$307.75
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Rayne of SC-VF1 water softner Pure Valley Water-VF2 filter Granite Rock-VF2 Concrete Ferguson-VF2 Part	\$257.20
11/09/2017 GREG BELLOWS PLUMBING INC	VF2- Plumbing Repairs	\$9,891.96
11/16/2017 WESTERN EXTERMINATOR COMPANY 11/16/2017 WESTERN EXTERMINATOR COMPANY	Bug Service-VF2-10/2017 Bug Service-VF1-10/2017	\$51.00 \$51.00
	SubObject Total	\$10,558.91
GL Obj: 61920 Medical Supplies		* 40.05
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Analgesic Services-O2 Cylinder	\$49.25
11/16/2017 BOUND TREE MEDICAL, LLC	Medical Supplies	\$134.30
	SubObject Total	\$183.55
GL Obj: 62020 Memberships		
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	IAFC Membership-Renewal 9/17-10/18	\$304.00
11/29/2017 NFPA INTERNATIONAL	Membership- Kovacs-11/17-11/18	\$175.00
	SubObject Total	\$479.00

12/01/2017

Claim Date	Vendor		Message	Amount
GL O	bj: 62111 Mis	scellaneous Expens	ses	
11/03/2017 (J.S. BANK CORPO SYSTEM		Cal Chief's Conference Meals	\$167.70
			SubObject Total	\$167.70
GL O	bj: 62219 PC	Software		
11/03/2017	CALLBACK STAFF	ING SOLUTIONS LLC	Monthly Pro Support-11/3-12/2/17	\$99.99
	J.S. BANK CORPO SYSTEM	PRATE PAYMENT	Network Solutions-Monthly renewal	\$19.99
11/03/2017 (CALLBACK STAFF	ING SOLUTIONS LLC	Pro Quarterely Subscription-11/3-2/2/18	\$521.13
			SubObject Total	\$641.11
GL O	bj: 62223 Off	fice Supplies		
· · · · · · · · · · · · · · · · · · ·	J.S. BANK CORPO	RATE PAYMENT	Quill-Supplies	\$408.49
\$	SYSTEM		Amazon-Anti-fatigue mats	
			Cost Plus-Table	
			USPS-Stamps,postage CalOES	£400.40
			SubObject Total	\$408.49
11/03/2017 เ	bj: 62358 La u J.S. BANK CORPC SYSTEM	undry Service PRATE PAYMENT	Bariteau's-Shop towels	\$42.00
`	71012		SubObject Total	\$42.00
GL O	bj: 62367 Me	dical Services	•	
11/09/2017 E	•	SUPATIONAL MEDICAL	Medical Physical/Vacination	\$240.00
11/09/2017 E		SUPATIONAL MEDICAL	Physical/Vacination	\$750.00
	EMERYVILLE OCC CENTER	SUPATIONAL MEDICAL	Vacination	\$140.00
	EMERYVILLE OCC CENTER	SUPATIONAL MEDICAL	Vacination	\$160.00
(CENTER	UPATIONAL MEDICAL	Vaccination	\$160.00
(CENTER	UPATIONAL MEDICAL	Medical Physical	\$635.00
	EMERYVILLE OCC CENTER	CUPATIONAL MEDICAL	Medical Physical	\$595.00
			SubObject Total	\$2,680.00
	_	ofessional & Specia		
11/09/2017 \	/OYA NATIONAL 1	FRUST COMPANY	Voya Loan Program-7/1/17-9/30/17(Employee Paid)	\$187.50
11/09/2017 (GENE MICHALAK		BRD Video-11/8/17	\$110.00
11/29/2017	CSG CONSULTAN	TS, INC.	Fire Inspection-Rough 800Bethany-Redwood Rough Hydro2nd floor-Redwood Fire Plan Review-4678,5015,4402 SV Drive	\$285.00

12/01/2017

Claim Date Vendor	Message	Amount
	SubObject Total	\$582.50
GL Obj: 62500 Rents & Leases, Equ	uipment	
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	D&G Sanitation-PP Rental 9/1-9/6/17	\$28.21
	SubObject Total	\$28.21
GL Obj: 62715 Small Tools & Equip	oment	
11/03/2017 U.S. BANK CORPORATE PAYMENT	Amazon-Leaf Blowers	\$1,256.71
SYSTEM	Amazon-VF1-Tool/Socket set	
	VF2-Tool set	
	SubObject Total	\$1,256.71
GL Obj: 62888 District Special Exp	ense	
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Modern Marketing-Pub EdStickers(2000)	\$613.79
	SubObject Total	\$613.79
GL Obj: 62890 Subscriptions		
11/09/2017 NFPA	Fire Codes	\$1,466.60
	SubObject Total	\$1,466.60
CL Obj. 62044 Education 9 Trainin	•	* - ,
GL Obj: 62914 Education & Trainin 11/03/2017 U.S. BANK CORPORATE PAYMENT	Lorman-Webinar	\$407.24
SYSTEM	LCW-CalPERS webinar	Ψ-01.2-
11/03/2017 ACTIVE WELLNESS LLC	Yoga-10/17	\$1,080.00
	SubObject Total	\$1,487.24
GL Obj: 62920 Gas, Oil & Fuel	•	
11/03/2017 FLYERS ENERGY LLC	Fuel/Gasoline	\$1,086.20
11/03/2017 U.S. BANK CORPORATE PAYMENT	SafetyKleen-Antifreeze waste p.up	\$157.21
SYSTEM	BCTexaco-WT2550 fuel	•
	Shell-Fuel/Bear Fire	
	SubObject Total	\$1,243.41
GL Obj: 62930 Conference Tuition	- Registrations	
11/03/2017 U.S. BANK CORPORATE PAYMENT	SouthwestAir-Kovacs	\$1,373.50
SYSTEM	Marriot-Lodging Cal Chief's-Kovacs	
	League of CA-Registration-Kovacs	
	Marriot-Lodging Cal Chief's-BC McNeil	
	SubObject Total	\$1,373.50
GL Obj: 63070 Utilities		
11/03/2017 U.S. BANK CORPORATE PAYMENT	SV Water District-RW VF2-9/1-9/29/17	\$447.69
SYSTEM	Greenwaste-VF1-Trash&Recycle 9/1-9/30/17	
	Greenwaste-VF2-Trash&Recycle	
AAIDDIDAAZ COOTTO VALLEVAMATED DIOTDIOT	10/1-12/31/17 Webs VE1 8/4 10/3/17	\$295.51
11/09/2017 SCOTTS VALLEY WATER DISTRICT	Water-VF1-8/4-10/3/17 Fire Service-VF1-8/4-10/3/17	\$295.51 \$16.30
11/09/2017 SCOTTS VALLEY WATER DISTRICT	FILE 361 VICE-V F 1-0/4-10/3/17	φ10.30

12/01/2017

Claim Date Vendor	Message	Amount
11/09/2017 SCOTTS VALLEY WATER DISTRICT	Water-VF2-8/9-10/10/17	\$91.99
11/09/2017 SCOTTS VALLEY WATER DISTRICT	Fire Service-VF2 8/9-10/10/17	\$16.30
11/16/2017 PG&E	Electric-VF1-10/5-11/2/17	\$813.77
11/16/2017 PG&E	Electric-VF2-10/5-11/2/17	\$434.34
11/16/2017 PG&E	Gas-VF2- 10/6-11/3/17	\$69.46
11/16/2017 PG&E	Gas-VF1-10/6-11/3/17	\$89.90
11/29/2017 CITY OF SCOTTS VALLEY	Sewer-VF1-9/21-11/15/17	\$112.73
11/29/2017 CITY OF SCOTTS VALLEY	Sewer-VF2-9/21-11/15/17	\$70.32
	SubObject Total	\$2,458.31
GL Obj: 86204 Equipment		
11/03/2017 L.N. CURTIS & SONS	RAE gas monitors	\$1,962.00
	SubObject Total	\$1,962.00
GL Obj: 86222 Furniture		
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Varidesk-Stand Up(2)	\$861.12
	SubObject Total	\$861.12
	Index Total	\$49,277.20

12/01/2017

Claim Date Vendor	Message		Amount
GL Key: 685040			
GL Obj: 61221 Telephone & Telegra	aph		
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Verizon-Cellular 9/5-10/4/17	7	\$38.23
		SubObject Total	\$38.23
GL Obj: 62920 Fuel			
11/03/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Valero-HM2560 Fuel		\$48.31
		SubObject Total	\$48.31
GL Obj: 86204 Equipment			
11/03/2017 L.N. CURTIS & SONS	RAE gas monitors		\$5,492.51
11/16/2017 L.N. CURTIS & SONS	RAE Gas Monitors		\$545.00
		SubObject Total	\$6,037.51
		Index Total	\$6,124.05
		Grand Total	\$55,401.25

CLAIMS BY GL OBJ Filter: (Claim Date is between 12/01/2017 and 12/31/2017)(Pre-Approved Excluded) 01/03/2018 Amount Claim Date Vendor Message GL Key: 685010 GL Obj: 53010 **Group Health - Dental Insurance** 12/14/2017 HEALTH CARE EMPLOYEES/EMPLOYER Dental Ins.-1/2018 \$4,624.12 **DENTAL TRUST** Retiree Health Ins.-1/18 \$538.18 12/21/2017 SAL LOFRANCO 12/21/2017 JIM DELUCCHI Retiree Health Ins.-1/18 #13 of 30 \$776.26 Life & Vision Ins.-1/18 \$1,048.53 12/21/2017 FDAC EBA 12/21/2017 CALPERS RETIREMENT SYSTEM Health Ins.-12/17&1/18 \$99,968.55 12/21/2017 MICHAEL MCMURRY Retiree Health Ins.-1/18 \$1,480.29 Retiree Health Ins.-1/18 \$834.90 12/21/2017 MIKE PHINN Retiree Health Ins.-1/18 \$1,378.37 12/21/2017 MIKE BIDDLE SubObject Total \$110,649.20 Clothing & Personal Supplies GL Obj: 61110 12/08/2017 U.S. BANK CORPORATE PAYMENT Fire Store-Wolfpack daybag(2) \$583.14 Fire Store-Structure Hoods (2) **SYSTEM** Gloves-PPE \$1,301.84 12/21/2017 L.N. CURTIS & SONS Helmet replacement order-2017 \$8,850.80 12/22/2017 L.N. CURTIS & SONS SubObject Total \$10,735.78 Uniform Clothing Allowance GL Obi: 61125 1 1

GL Obj: 61125 Uniform Clothing Alic	owance	
12/08/2017 U.S. BANK CORPORATE PAYMENT	Summit Uniforms-Evans-Shirts(2)	\$150.77
SYSTEM		40.000.00
12/08/2017 SUMMIT UNIFORMS	Uniform Order-2017	\$6,263.30
	SubObject Total	\$6,414.07
GL Obj: 61221 Telephone & Telegrap	ph	
12/08/2017 U.S. BANK CORPORATE PAYMENT	Comcast-Internet&Phone-VF1-10/20-11/19/17	\$446.94
SYSTEM	Comcast-Internet&Phone-VF2-10/21-11/20/17	
	SubObject Total	\$446.94
GL Obj: 61310 Food		
12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Costco-Water	\$19.96
	SubObject Total	\$19.96
GL Obj: 61425 Household Expense		
12/08/2017 U.S. BANK CORPORATE PAYMENT	Kmart-Toaster-VF1	\$212.13
SYSTEM	Amazon-Brown paper towels	•
STOTEW	Costco-Station supplies	
	SubObject Total	\$212.13

01/03/2018

Claim Date Vendor	Message	Amount
GL Obj: 61720 Maintenance - Mobile	Equipment	
12/08/2017 WINCHESTER AUTO STORES	Parts-E2512 Wiper blades	\$49.92
	SubObject Total	\$49.92
GL Obj: 61725 Maintenance - Office	•	
12/08/2017 PAGODA TECHNOLOGIES INC.	Computer Management-12/2017	\$1,011.12
12/08/2017 U.S. BANK CORPORATE PAYMENT	Amazon-Toner/Cad printer-VF1	\$439.24
SYSTEM	Quill-Color toner-3pk-VF1	
	SubObject Total	\$1,450.36
GL Obj: 61730 Maintenance - Other I	Equipment	
12/08/2017 SCARBOROUGH LUMBER & BUILDING	Hydrant Maintenance	\$66.05
12/08/2017 U.S. BANK CORPORATE PAYMENT	AGT Battery-Pager batteries(12)	\$2,368.39
SYSTEM	Amazon-Narcotic locks,Costco-Batteries	
	Cascade Fire-SCBA cleaner	
	Amazon-Radio antenna(2)	
	Relm Wireless-Repair BK radios(6)	
12/21/2017 SANTA CRUZ FIRE EQUIPMENT	Battery Universe-BK radio batteries(12) Extinguisher service-12/6/17	\$306.04
12/2/1/2017 SANTA CROZ FIRE EQUIPMENT	SubObject Total	\$2,740.48
CI Ohi: 64945 Maintenance Buildin	· · · · · · · · · · · · · · · · · · ·	\$2,110.10
GL Obj: 61845 Maintenance - Buildin 12/08/2017 SCARBOROUGH LUMBER & BUILDING	Station Maintenance supplies	\$331.99
12/08/2017 SCARBORGOGH EUMBER & BOILDING	Rayne of SC-VF1 Water softner	\$371.99
SYSTEM	Granite Rock- VF2Concrete,stain,sealer	Ψον 1.00
12/14/2017 WESTERN EXTERMINATOR COMPANY	Bug Service-VF1-11/2017	\$51.00
12/14/2017 WESTERN EXTERMINATOR COMPANY	Bug Service-VF2-11/2017	\$51.00
	SubObject Total	\$805.98
GL Obj: 61920 Medical Supplies		
12/08/2017 BOUND TREE MEDICAL, LLC	Medical Supplies	\$106.14
12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Analgesic Services-Oxygen Cylinder-10/17	\$49.25
12/21/2017 BOUND TREE MEDICAL, LLC	Medical Supplies	\$522.72
	SubObject Total	\$678.11
GL Obj: 62020 Memberships		
12/08/2017 U.S. BANK CORPORATE PAYMENT	Safety Belt-2018 Membership-Bridges	\$295.00
SYSTEM	CCAI-Membership renewal-Griggs,LoFranco	
12/21/2017 AFSS NORTHERN DIVISION ATT: PAULA FORENCICH	AFSS Membership- Evans 17/18 FY	\$65.00
	SubObject Total	\$360.00

01/03/2018

Claim Date Vendor	Message	Amount
GL Obj: 62111 Miscellaneous Expen	ses	
12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	NobHill-Zone meeting refreshments Peet'sCoffee-Zone meeting refreshments SJ Airport-Parking/Prebuild trip engine	\$108.97
	SubObject Total	\$108.97
GL Obj: 62219 PC Software 12/08/2017 CALLBACK STAFFING SOLUTIONS LLC 12/08/2017 U.S. BANK CORPORATE PAYMENT	Monthly Pro Support-12/3-1/2/18 Network Solutions-Monthly support	\$99.99 \$19.99
SYSTEM		·
	SubObject Total	\$119.98
GL Obj: 62223 Office Supplies 12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Brinks-Retirement plaque-Crivello J.	\$125.35
○ · ○ · <u>□</u> · · ·	SubObject Total	\$125.35
GL Obj: 62367 Medical Services	•	
12/14/2017 EMERYVILLE OCCUPATIONAL MEDICAL CENTER	Vaccination	\$60.00
	SubObject Total	\$60.00
GL Obj: 62381 Professional & Specia	alized Services	
12/14/2017 DEPARTMENT OF JUSTICE ACCOUNTING OFFICE CASHIERING UNI	Live Scans-New Hire PCF's-17/18 FY T	\$196.00
	SubObject Total	\$196.00
GL Obj: 62715 Small Tools & Equipm 12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	nent Kmart-E2511Charge cable	\$7.89
	SubObject Total	\$7.89
GL Obj: 62888 District Special Experimental District Special District Special Experimental District Special District District Special D	nse StopPainting-Blue hydrant markers	\$164.66
	SubObject Total	\$164.66
GL Obj: 62914 Education & Training 12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	·	\$2,170.73
	SubObject Total	\$2,170.73
	SubObject Total	ΨΖ, 110.10

01/03/2018

Claim Date Vendor	Message	Amount
GL Obj: 62920 Gas, Oil & Fuel		
12/08/2017 FLYERS ENERGY LLC	Fuel-Gasoline/Diesel	\$1,685.65
12/14/2017 FLYERS ENERGY LLC	Oil/Equipment Fuel	\$526.59
12/21/2017 FLYERS ENERGY LLC	Fuel	\$702.99
	SubObject Total	\$2,915.23
GL Obj: 62930 Conference Tuition -	Registrations	
12/08/2017 U.S. BANK CORPORATE PAYMENT	LCW-Public sector course-Walton	\$590.64
SYSTEM	Doubletree-Training officers conference-Meals	
12/21/2017 AFSS NORTHERN DIVISION ATT: PAULA FORENCICH	AFSS Admin Conference-Evans	\$325.00
12/21/2017 AFSS NORTHERN DIVISION ATT: PAULA FORENCICH	AFSS Admin Conference-Bridges	\$325.00
12/21/2017 AFSS NORTHERN DIVISION ATT: PAULA FORENCICH	AFSS Admin Conference- Walton	\$325.00
	SubObject Total	\$1,565.64
GL Obj: 63070 Utilities		
12/08/2017 U.S. BANK CORPORATE PAYMENT	SV Water-VF2 RW 9/30-10/31/17	\$338.75
SYSTEM	Greenwaste-Trash&Recycle	
	VF1-10/1-10/31/17	
12/14/2017 PG&E	Gas-VF2-11/4-12/5/17	\$183.14
12/14/2017 PG&E	Gas-VF1-11/4-12/5/17	\$172.02
12/14/2017 PG&E	Electric-VF1-11/3-12/4/17	\$735.88
12/14/2017 PG&E	Electric-VF2-11/3-12/4/17	\$426.90
	SubObject Total	\$1,856.69
GL Obj: 86204 Equipment		
12/21/2017 PINNACLE PEAK HOLDING CORPORATION	Wireless Headsets- E2511, E2512	\$5,038.69
SOM SIGNISM	SubObject Total	\$5,038.69
	Index Total	\$148,892.76

CLAIMS BY GL OBJ 01/03/2018 Filter: (Claim Date is between 12/01/2017 and 12/31/2017)(Pre-Approved Excluded) Claim Date Vendor Message Amount GL Key: 685030 GL Obj: 86209 Mobile Equipment 12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM UPS-Overnight check new engine deposit \$54.68

SubObject Total

Index Total

\$54.68

\$54.68

01/03/2018

Claim Date Vendor	Message	Amount
GL Key: 685040		
GL Obj: 61221 Telephone & Telegra	ph	
12/08/2017 U.S. BANK CORPORATE PAYMENT SYSTEM	Verizon-Cellular&jetpack 10/5-11/4/17	\$38.23
	SubObject Total	\$38.23
GL Obj: 62365 Management Service	S	
2/14/2017 SCOTTS VALLEY FIRE DISTRICT	17/18-SCHMIT Differential Reimbursement-Management	\$4,500.00
	SubObject Total	\$4,500.00
GL Obj: 62914 Education & Training		
12/08/2017 RW JONES AND ASSOCIATES HEALTH SAFETY TRAINING CONSULTANTS LLC		\$3,850.00
	SubObject Total	\$3,850.00
GL Obj: 75268 Reimb of Costs to Ag	gencies en company of the company of	
2/14/2017 SCOTTS VALLEY FIRE DISTRICT	17/18- SCHMIT Differential Reimbursement	\$27,000.00
2/14/2017 SANTA CRUZ FIRE DISTRICT	17/18-SCHMIT Differential Reimbursement	\$40,500.00
2/14/2017 WATSONVILLE FIRE DEPARTMENT	17/18-SCHMIT Differential Reimbursement	\$27,000.00
12/14/2017 APTOS/LA SELVA FIRE DISTRICT	17/18- SCHMIT Differential Reimbursement	\$4,500.00
	SubObject Total	\$99,000.00
	Index Total	\$107,388.23
	Grand Total	\$256,335.67

Scotts Valley Fire Protection District

POLICY: 2101

SUBJECT: Committees of the Board of Directors

DATE APPROVED: 9/12/2012

BOARD PRESIDENT: AMMUNICATION FIRE CHIEF: Multiple Policy Committees of the Board of Directors

Policy 2101: Committees of the Board of Directors

The Board of Directors of the Scotts Valley Fire Protection District hereby authorizes the following standing committees:

Finance and Planning Committee

The primary role of the Finance and Planning Committee of the Board is to work with staff on development of budgets, financial projections, and financial strategic planning. Recommendations are made to the Board of Directors with regard to budgeting and allocation of financial resources. The Finance and Planning Committee may also meet with the District's auditor, the Santa Cruz County Auditor and other related entities for the purpose of financial planning.

The Board Finance and Planning Committee will conduct routine quarterly reviews of the current financial status of the District as well as spot checking invoices, statements and warrants for conformance with District policies and procedures.

Organization and Personnel Committee

Maintains sufficient policies and procedures to assure efficient personnel management and leadership. Recommends organizational structures to the full Board.

Facilities and Equipment Committee

Conducts capital planning on the replacement, procurement and construction of facilities, apparatus and equipment.

Audit Committee

The Audit Committee of the Board of Directors is hereby established as the full Board of Directors of the Scotts Valley Fire Protection District. The purpose of establishing the Audit

Scotts Valley Fire Protection District			E.R.E. DIST	
POLICY:	2101	SUBJECT:	Committees of the Board of Directors	

Committee is to formally identify that the entire Board of Directors has the fiduciary responsibility for oversight of District administration, governance and financial accountability in the interest of the public.

The role of the Audit Committee is to provide oversight and accountability for all aspects of fiscal affairs including:

- Selection and hiring of the financial audit firm
- Audits are performed on an annual basis
- Formal acceptance, in open session, of the audit report
- Assurance that fiscal processes are adequate and being followed
- Payments are made accurately and promptly
- Records and reports are accurate

The purpose of the committee is to conduct detailed analysis and study in the appointed area of District functions and report the findings to the full Board for action.

Meetings of the committees shall be posted to meet the Brown Act provisions of the California Government Code. Minutes of committee meetings are not required to be taken.

Committees shall be appointed by the Board President at the January Board meeting for the calendar year. Each committee shall be composed of two Board members except the Audit Committee which shall be the full Board.

Ad Hoc committees may be established from time to time to deal with specific issues as determined by the Board. The Board President will make such appointments to Ad Hoc committees as required.

Committees of the Board are required to carry out the Board's wishes in the best interest of the District. The committees will report back to the Board monthly based on activities. Committees may not take any formal action. Any action requires a majority vote of the full Board in open or closed session (and reported in open session) as appropriate.

POLICY No. 2101 Page 2 of 2

Scotts Valley Fire Protection District

Facilities Master Plan PROFESSIONAL SERVICE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Between

THE SCOTTS VALLEY FIRE PROTECTION DISTRICT

And

Group 4 Architecture, Research + Planning, Inc.

For

Scotts Valley Fire Protection District Facilities Master Plan

January 10, 2018

Scotts Valley Fire Protection District

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

AR	<u>r title</u> <u>PA</u>	<u>GE</u>
1	RECITALS	. 1
2	PROJECT AUTHORIZATION, TERM, MAXIMUM COMPENSATION	1
3	FIRE DISTRICT'S RESPONSIBILITIES.	1
4	CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES	2
5	CONSULTANT'S SCHEDULE	. 2
6	INDEMNIFICATION & INSURANCE	. 3
7	HAZARDOUS MATERIALS	. 5
8	COMPENSATION & PAYMENT	. 5
9	TERMINATION	. 7
10	DISPUTE RESOLUTION	. 8
11	MISCELLANEOUS PROVISIONS	8
12	NOTICES	.10
13	LIMITS OF AGREEMENT	.10
14	EXHIBITS	.10
15	SIGNATURES	11

END TABLE OF CONTENTS

LIST OF EXHIBITS

<u>EXHIBIT</u>	TITLE	PAGE
Α	SCOPE OF WORK	A1
В	SCHEDULE	B1
С	COMPENSATION	C1
D	CONSULTANT'S STAFF & SUBCONSULTANTS	D1
Е	NOTICES	E1

END LIST OF EXHIBITS

PROFESSIONAL SERVICES AGREEMENT

FOR

ARCHITECTURAL/ENGINEERING CONSULTING SERVICES

- PART 1 This is an agreement between THE SCOTTS VALLEY FIRE PROTECTION DISTRICT (hereinafter "Owner" or "Fire District") and Group 4 Architecture, Research + Planning, Inc., 211 Linden Avenue, South San Francisco, CA 94080 (hereinafter "Consultant").
- WHEREAS, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide design services and related professional design services (hereinafter "Services") for the Scotts Valley Fire Protection District (hereinafter "Fire District") for a Facilities Master Plan.
 - 1.01 WHEREAS, Consultant was selected by means of the Fire District's consultant selection process, represents itself as a Design Professional having the requisite qualifications, and agrees to perform such Services as described in Exhibit A- Project Scope.

NOW, THEREFORE, Fire District and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 AGREEMENT FOR SERVICES

2.02 The PSA sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide services to the Fire District.

2.03 MAXIMUM COMPENSATION

A. The sum of this PSA shall not exceed seventy nine thousand two hundred twenty dollars (\$79,220). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense, and is solely responsible for any such services and expenses incurred.

2.04 TERM

A. This Agreement is effective upon approval by the Board of Directors, and shall remain in effect for a period of 12 months ("Term"), unless earlier terminated under Section 12 of this Agreement.

2.05 SCOPE

- A. The Services and Deliverables as identified in Exhibit A: "Scope of Work", as attached, hereto, constitute the Scope and Deliverables under the PSA.
 - 1. The full range of Services and Deliverables the Fire District may authorize are within the scope of this PSA.

PART 3 - FIRE DISTRICT'S RESPONSIBILITIES

3.01 Fire District Provided Information

- A. If required for a Project and specified in the Project Agreement, Fire District may provide, or direct Consultant to provide, any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.
 - (ii) A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and

- other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including inverts and depths.
- B. Consultant must make a written recommendation to the Fire District regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

A. Fire District will pay all fees required by any jurisdiction having authority over a Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

PART 4 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

4.01 Consultant as Independent Contractor

A. Consultant is performing all Services as an independent contractor and not an agent or employee of the Fire District. The professional ability and experience of Consultant are material considerations for the Fire District's execution of this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the Fire District, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.

4.02 Consultant's Use of Sub Consultants

A. Notwithstanding the foregoing, Consultant may use Sub consultants in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized sub consultants, and for any compensation due to sub consultants. The Fire District assumes no responsibility whatsoever concerning such compensation. Consultant may add sub consultants to those identified in Exhibit D, only with the prior written approval of the Fire District's Project Manager, and shall be responsible for payment of all costs and expenses for any and all Sub consultants.

4.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

A. Standard of Care

- Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession in the State of California.
- Consultant must use its best efforts to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.

PART 5 - CONSULTANT'S SCHEDULE

5.01 Consultant's Schedule

- A. Consultant shall perform all Services and Deliverables within the time and project schedule stated in Exhibit A of the Project Agreement, including milestones, if any. Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project; the use of sub consultants shall not alter this requirement.
- B. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule; the use of sub consultants shall not alter this requirement.

PART 6 - INDEMNIFICATION & INSURANCE

6.01 Indemnification Requirements

A. As respects professional liability:

To the extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify and defend the Scotts Valley Fire Protection District (hereinafter "Fire District"), its officers, agents and employees, from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Fire District. It is the intent of the parties to this agreement to provide the broadest possible coverage for the Fire District. The Consultant shall reimburse the Fire District for all costs, attorney's fees, expenses and/or liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Fire District under this agreement.

6.02 Insurance Requirements

Without limiting the Consultant's indemnification of the Fire District, the Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Consultant shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate. In addition, a certified copy of the policy or policies shall be provided by the Consultant upon request.

This verification of coverage shall be sent to the Fire District, Attention: Fire Chief, unless otherwise directed. The Consultant shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Fire District. This approval of insurance shall neither relieve nor decrease the liability of the Consultant.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Fire District's Fire Chief, and approved by the Board of Directors of the District.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Fire District insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Fire District, or their designated agent, by the Consultant.

D. <u>Insurance Required</u>

 Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows: a. Each occurrence - \$2,000,000 b. General aggregate - \$4,000,000 c. Products /Completed Operations aggregate - \$2,000,000 d. Personal Injury - \$1,000,000

- 2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
- General liability coverage shall include the following endorsement, a copy of which shall be provided to the Fire District:

Additional Insured Endorsement, which shall read:

"Scotts Valley Fire Protection District, and members of the Board of Directors of Scotts Valley Fire Protection District, the officers and employees of the Scotts Valley Fire Protection District, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Fire District, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the Fire District of these requirements.

4. Automobile Liability Insurance

Automobile Liability covering vehicles owned and non-owned vehicles used by the Consultants, with policy limits of the following: For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles, arising out of the ownership, maintenance and use of those motor vehicles.

- Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) each employee and one million dollars (\$1,000,000) policy limit.
- 6. Professional Liability Insurance covering Negligent Acts, Errors and Omissions
 - a. Coverage shall be in an amount of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate.
 - If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per claim; Consultant shall be responsible for payment of any and all deductibles.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement. The insurance requirements herein shall also cover any work or services performed by Sub consultants.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that the:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- The foregoing requirements as to the types and limits of insurance coverage to be
 maintained by the Contractor and any approval of said insurance by the Fire District or its
 insurance consultant(s) are not intended to and shall not in any manner limit or qualify the
 liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement,
 including but not limited to the provisions concerning indemnification and use of Sub
 consultants.
- 2. The Fire District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by the Fire District upon satisfactory evidence of financial capacity. Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions, and Consultant shall identify any such self- insurance provisions and provide that information to the District.
- 3. Should any of the work under this Agreement be sublet, the Consultant shall require each of its Sub-consultants of any tier to carry the aforementioned coverages, or Consultant may insure Sub-consultants under its own policies.

The Fire District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

PART 7 - HAZARDOUS MATERIALS

- A. The Fire District acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless the Fire District has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials, Consultant and its Sub-consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 8 - COMPENSATION & PAYMENT

8.01 Compensation

- A. Payments will be made as set forth in <u>Exhibit C</u>,
 - 1. Consultant's Hourly Rate Schedule

8.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense in a Project Agreement, Consultant agrees to comply with the Fire District's travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement.
- B. When authorized in the Project Agreement, the Fire District will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with the Fire District's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit of any Project Agreement:
 - 1. Extra-ordinary "office" expenditures specifically related to executing the scope of work in Project Agreements, including overnight mailing such as Federal Express, and additional copies of Deliverable Documents, over and above those required by the terms of the Project Agreement; and mileage reimbursement to attend meetings beyond those specified in the scope of Project Agreements. Any individual expense in excess of \$10.00 must be supported by a copy of the receipt.
- C. Reimbursable Expenses must be part of the maximum compensation limit identified in the agreement and not an amount that is in addition to the maximum compensation limit amount.

8.03 Payment

A. Payment Requests

The Fire District will endeavor to make payments within thirty (30) Days after the approval of the Consultant's correct Payment Request.

B. Invoices

Consultant will submit Payment Requests not more than once each month.

C. Progress Payments

The Fire District may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by the Fire District.

D. Neither Consultant, nor authorized Sub consultants, may provide services to the Construction Contractor or any Subcontractor pursuant to separate agreement for any part of the Project.

8.04 Release of All Claims

A. Prior to final payment under any Project Agreement, Consultant must execute and deliver to the Fire District a release of all claims arising under the Project Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

8.05 Timely Billings

- A. Consultant agrees to bill the Fire District on a timely basis and not later than sixty (60) Days after:
 - Services are performed;
 - 2. Reimbursable Expenses are incurred; or
 - 3. Billings are otherwise due pursuant to the terms of the Project Agreement.
- B. The Fire District has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of this sixty (60) day period.

8.06 Consultant's Accounting Records

- A. Accounting System & Records Retention
 - Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services

authorized under this PSA. Consultant must retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

B. Owner's Auditing Rights

 Upon service of a written Notice to Consultant, the Fire District, and persons authorized by the Fire District, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

 Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

PART 9 - TERMINATION

9.01 Fire District's Rights

A. Termination for Convenience

- The Fire District, through its Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for the Fire District's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
- 2. If this PSA is so terminated. Consultant will be compensated as set forth below.

B. Termination for Breach

- If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails
 to fulfill in a timely and proper manner, its obligations pursuant to this PSA and does not
 cure such failure or violation within thirty (30) days, or such shorter period as the Fire
 District may determine is necessary and appropriate, after receipt of written notice from the
 Fire District's Authorized Representative specifying such failure or violation, the Fire District
 may terminate this PSA.
- The Fire District will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
- 3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for the Fire District's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.
- C. The rights and remedies provided herein to the Fire District are in addition to any other rights and remedies provided by law, or this PSA.

9.02 Consultant's Compensation Upon Termination

- A. In the event of the Fire District's termination of this PSA, Consultant will receive compensation as follows:
 - For fully performed, accepted and approved items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
 - 2. For items of Service on which the Fire District has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by the Fire District in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in the applicable Project Agreement for that item of Service.

9.03 Delivery of Documents

A. Upon any termination of this PSA, Consultant must furnish the Fire District, all documents and Instruments of Service prepared pursuant to this PSA or such Project Agreement(s), whether complete or incomplete. Consultant may retain a copy for its records.

PART 10 - DISPUTE RESOLUTION

- 10.01 The parties will attempt to resolve any disputes related to this Agreement informally, to the extent possible, and will act in good faith to resolve such disputes in a mutually satisfactory manner.
 - A. Alternate Dispute Resolution (ADR)
 - 1. The Fire District intends to use ADR techniques including Partnering and Mediation during the course of this PSA.
 - Consultant and its Sub-consultants are expected to participate in all ADR efforts.

B. Voluntary Mediation

- In the event a dispute or issue is not resolved by negotiation, the Fire District and Consultant agree to attempt to resolve the matter by Mediation, conducted by an experienced private mediator that both the District and Consultant mutually agree to; the cost of the mediator shall be borne equally by the District and Consultant.
- 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
- These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration. Any discussions in such a mediation process is not admissible in any subsequent formal legal proceeding.
- 4. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by the Fire District and Consultant. Any settlement agreement reached by the Consultant and Fire District shall be reduced to a written settlement agreement signed by both parties.

PART 11 - MISCELLANEOUS PROVISIONS

11.01 Capitalization and Formatting

- A. Terms capitalized in this PSA and subsequent Project Agreement include those that are:
 - 1. Specifically defined; or
 - Titles of Parts or paragraphs; or
 - 3. Titles of reports or Deliverables
 - 4. Titles of other documents.
- B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or <u>underlined</u> text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or guickly reference selected text.
- C. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

11.02 Force Majeure

A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees, agents, or representatives.

11.03 Waiver

A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.

B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

11.04 Timely Approvals

A. Whenever the approval of the Fire District or Consultant is required pursuant to this PSA or any Project Agreement, such approval must not be unreasonably withheld or delayed.

11.05 Ownership & Use of Instruments of Service

- A. All Instruments of Service and other materials prepared by Consultant, in whatever media, are the property of the Fire District. Consultant must provide the Fire District with such Instruments of Service and materials at appropriate times during this PSA, and on termination or suspension of this PSA. Consultant may retain a copy for its records. Consultant does not convey, assign or transfer the intellectual property rights it has so as to limit its ability or right to develop, design or work on other projects of or for its other clients.
- B. In the event the Fire District desires to re-use the Instruments of Service, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation, the Fire District will defend, indemnify, and hold Consultant, and its employees and sub consultants harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from misuse or unapproved modifications of Consultant prepared documents, unless the Fire District enters into an agreement with Consultant for Services in connection therewith.
- C. Consultant is not entitled to any fees for the Fire District's use of Instruments of Service unless the Fire District enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through and between the Fire District and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

11.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by the Fire District or the Fire District's consultants.
- B. Consultant and Fire District acknowledge that remodeling or rehabilitation work may require visual inspection to verify adequacy of "as-built" conditions and that Consultant cannot be responsible for those conditions not visible without exposing concealed conditions or destructive investigation. If the Fire District OAR authorizes in writing, any opening of concealed conditions or destructive testing, Consultant will be responsible for accurately documenting the condition of those areas inspected.

11.07 Smoking Prohibited

Consultant and its employees, agents and subcontractors, shall comply with the Fire District's No-Smoking Policy.

Equal Opportunity/Non-Discrimination

No party contracting with the Fire District will discriminate against any subcontractor, employee, or applicant for employment, because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. It is further the policy of the Fire District, that no party contracting with the Fire District may discriminate in the provision of services under the contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

11.08 Contracting Principles

The Consultant shall agree to Contracting Principles that require, among other things, that Consultant be a fiscally responsible entity and treat its employees fairly. Consultant is also required to:

- a. Comply with all applicable federal, state and local rules, regulations and laws;
- b. Maintain financial records, and make those records available upon request;
- c. Provide to Fire District, copies of any financial audits that have been completed during the term of the contract; and upon the Fire District's request, provide the Fire District reasonable access, through representatives of the Consultant, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

11.09 Budget Contingency

This Agreement is contingent upon the appropriation of sufficient funding by the Fire District for the services covered by this Agreement. Notwithstanding the termination provisions above, if funding is reduced, depleted or deleted by the Fire District for services covered by this Agreement, the Fire District has the option to either terminate this Agreement without notice (except that necessary to transition any projects in the discretion of the Fire District) and with no liability occurring to the Fire District, or to offer an amendment to this Agreement indicating the reduced amount. This shall not be considered a Termination of Convenience as described herein.

11.10 Assignment of Clayton Act, Cartwright Act Claims

Consultant hereby assigns to the Fire District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Consultant for sale to the Fire District pursuant to this Agreement.

11.11 Authority

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

PART 12 - NOTICES

A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of the Fire District and Consultant at their respective addresses as shown in Exhibit E: "Notices."

PART 13 - LIMITS OF AGREEMENT

- A. This PSA constitutes the entire and integrated Agreement between the Fire District and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA or any Project Agreement.
- B. This PSA only by written agreement signed by Fire District and Consultant or as otherwise authorized herein.

PART 14 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:
 - 1. Exhibit A, "Scope of Work"
 - 2. Exhibit B "Schedule"
 - 3. Exhibit C, "Compensation"
 - 4. Exhibit D. "Consultant's Staff & Sub Consultants
 - 5. Exhibit E, "Notices"

PART 15 - SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have entered into this Professional Services Agreement on			
Russ Patterson, President Board of Directors Scotts Valley Fire Protection District	Jonathan Hartman, Principal, Group 4 Architecture, Research + Planning, Inc.		
ATTEST:			
Steve M. Kovacs, Secretary to the Board			
APPROVED AS TO FORM			
Phillip A. Passafuime, Attorney for the District Dawson, Passafuime, Bowden & Martinez	Group 4 Architecture		

END OF PART 15
END OF AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Project Description

The goals of the project are to create a master plan that would be used to guide development of projects such as new construction, remodeling, upgrading, repairing, expanding and modifying any Scotts Valley Fire Protection District (Fire District) facility. This project, once completed, will provide a plan to be used for future changes and needs of the Fire District.

BASIC SERVICES

Phase One: Data Collection and Analysis (8 weeks)

- Consultant shall:
 - 1.1 Project Initiation Conduct a kickoff meeting with the Project Management Team (PMT) to confirm project goals and opportunities, as well as the project work plan, schedule and participation plan. Gather and review District-provided and other available information. Initiate site and facility base sheets for use in our analysis.
 - 1.2 Technical and Operational Analysis Prepare a checklist to guide tours of the District's two facilities that includes site and architectural conditions as well as operational considerations, such as: amount and type of space, adjacencies, acoustics, etc. Tour the District's two stations with District representatives familiar with operations and facility conditions. Following the tours, we will complete our observations.
 - 1.3 Facility Condition Assessments Prepare a written and graphic summary of existing conditions at Station 1 and Station 2 based on observations, as well as review of available drawings and maintenance records. Summarize the effective age and life space of building systems, general accessibility, known deferred maintenance issues, site opportunities and constraints and suggested areas of future work or additional study at each facility. The analysis will summarize whether each facility generally complies with codes, such as Cal OSHA, NFPA, Cal Green and California Building Codes.
 - 1.4 Space Needs Assessments Prepare current program summaries for each facility, based on observations and available information, for discussion with the PMT. In technical meetings with District representatives, we will review current space allocations and discuss current and future needs for space for emergency response operations, administration, training and support functions, as well as opportunities to provide community meeting space. Prepare a summary list of space needs for each of the functional areas, broken down by major space group as appropriate.
 - 1.5 Workshop #1 Facilitate a working meeting with District staff and the District Facility Committee to review the preliminary findings of this phase, including the technical and operational analysis of Station 1 and Station 2, current space allocations and draft space needs. Confirm the range of scenarios to be explored in the next phase (e.g., relocate Station 1 to La Madrona; develop consolidated, one-station concept at Erba Lane; etc.), and identify the criteria that will be used to evaluate each scenario (e.g., capital costs, functionality, phasing requirements, etc.).

Meetings: Three PMT Web conferences; Workshop #1; Technical Meetings as needed.

Deliverables: Project management and communications tools; site/facility base sheets; facility

condition summaries; statement of current space allocations and space needs;

meeting agendas, exhibits and summary minutes.

Phase Two: Development Options (8 weeks)

2. Consultant shall:

- 2.1 Bubble Diagrams Develop program concepts for each proposed facility type (e.g, one-story station, two-story station with Admin offices, etc.) Prepare site bubble diagrams to test the capacity and feasibility for each of the proposed facility types on their respective candidate sites.
- 2.2 Cost Model Work with our cost consultant to develop a schedule of per-square-foot costs for the different development concepts, including new construction (to non-essential and essential facilities level); renovation of existing facilities to for non-essential uses; and upgrade of the Erba Lane Station to meet essential facilities standards. Develop unit cost associated with the deferred maintenance and ongoing life cycle replacement needs at Erba Lane and Glenwood stations.
- 2.3 Workshop #2 Facilitate the second working meeting with district staff and District's Facilities Committee to review the program concepts, site and facility bubble diagrams, and associated project cost model. Evaluate each option using the criteria confirmed at Workshop #1, and select a preferred option for retirement into recommendations.

Meetings: Three PMT Web conferences; Workshop #2; technical meetings as needed.

Deliverables: Site and facility program concepts and bubble diagrams; development options;

project cost model; meeting agendas, exhibits and summary minutes.

Phase Three: Recommendations (4 weeks)

3. Consultant shall:

- 3.1 Refine Preferred Strategy Refine the program concepts, site and facility bubble diagrams, and prepare strategic project budgets for the preferred master plan projects.
- 3.2 Workshop #3 Presentation of the draft Facilities Master Plan findings and recommendations to the District Board for confirmation.
- 3.3 Summary Report Prepare a draft document summarizing the master plan purpose, methodologies, findings and recommendations for PMT review. Revise the draft based on PMT review comments and prepare the final report document.

Meetings: Two PMT Web conferences; Workshop #3.

Deliverables: Recommended project programs; site and facility concepts, and project budgets; draft and final report; meeting agendas, exhibits and summary minutes.

OPTIONAL SERVICES

4. Upon the District's written authorization, Consultant can provide, with additional compensation, optional additional services to enhance the project. Such services may include a fire operations consultant for Fire District organizational analysis; space needs assessment/space programming; geographic coverage and response times; and other related issues. Other master plan enhancements may include more in-depth analysis by our engineeering consultant team, or by engineers other than those listed in Exhibit D; more detailed design work associated with the recommended facility strategies; additional project management workshops and/or technical meetings, etc.

End of Exhibit A

EXHIBIT B

SCHEDULE

1.0 PROJECT SCHEDULE

The CONSULTANT shall perform the services described in project tasks so as to complete each milestone within the time duration specified. The time to complete each task may be increased or decreased by mutual written agreement of the CONSULTANT and the Scotts Valley Fire Protection District. The CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 14 days of receipt of the Notice to Proceed.

Task Nos.	TASKS	DATE OR TASK DURATION				
	NOTICE TO PROCEED	February 1, 2018				
1	Data Collection & Analysis	1-1/2 Months (2/1 – 3/15)				
2	Development Options	1-1/2 Months (3/15 – 5/1)				
3	Recommendations, Final Report & Recommendations	1-1/2 Months (5/1 – 6/15)				

END EXHIBIT B

EXHIBIT C

COMPENSATION

1. BASIC SERVICES

a. Consultant's Fixed Fee (Maximum Fee for the Basic Services described in Exhibit A, shall be:

Phase 1:	Data Collection and Analysis	\$36,745
Phase 2:	Data Analysis	\$22,770
Phase 3:	Recommendations, Final Report and Presentation	\$14,705

SUBTOTAL: Fixed Fee for Basic Services	\$74,220

b. Allowance for Reimbursable Expenses

Data Collection & Analysis: **Development Options:**

\$ 2,000

Recommendations:

\$ 2,000 \$ 1,000

2. | MAXIMUM COMPENSATION (a+b)

\$79,220

3. PROGRESS PAYMENTS

a. For FIXED FEE portion, Progress Payments will be Monthly and based on the percent of work completed during the billing period.

END EXHIBIT C

EXHIBIT D

CONSULTANT'S STAFF & SUBCONSULTANTS

A. The following rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services and additional services. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Bay area, and are subject to approval as an administrative modification to the PSA by the District.

CONSULTANT FIRM NAME: Group 4 Architecture, Research + Planning, Inc.

Consultant/Job Title	Billable Hourly Rate (\$) Year 2018
Principal in Charge	\$220
Principal	\$220
Associate	\$200
Project Manager	\$175
Architect Levels I-III	\$150-170
Intern I-III	\$120-\$140
Administrative Support	\$100

- B. Consultant declares that the Principal-in-Charge will be Jonathan Hartman and Consultant's Project Director/Project Manager will be Jill Eyres.
- C. Consultant will employ Sub-consultants it deems appropriate to the complexity and nature of the required Services and said Sub-consultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain the Fire District's approval of all Sub-consultants. Upon the Fire District's request Consultant must provide copies of all Sub-consultant contract agreements to Fire District.

Cost Consulting

Bogard Construction
350 Coral St.
Santa Cruz. CA 95060

D. None of the above named Staff or Sub-consultants shall be replaced without Fire District's approval pursuant to an administrative amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Sub-consultant fails to perform to the satisfaction of the Fire District, on written notice from Fire District's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person or the Sub-consultant from the Project and provide a replacement acceptable to the Fire District. In that event, Consultant must submit the name of a qualified replacement for Fire District approval.

END EXHIBIT D

EXHIBIT E

NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. Owner:

Scotts Valley Fire Protection District 7 Erba Lane Scotts Valley, California 95066

Attention: Steve Kovacs, Fire Chief

b. <u>Consultant</u>:

Group 4 Architecture, Research + Planning, Inc. 211 Linden Avenue
South San Francisco, CA 94080

Attention: Jonathan Hartman, Principal

END EXHIBIT E

Scotts Valley Fire Protection District		Policy: 1601	
Subject:	Travel Request and Expense Reimbursement	DATED: May 11, 2005	

Policy 1601:

PURPOSE

- A. The purpose of this policy is to describe the policy and procedures by which approved expenses of employees and Board Members will be paid for local or overnight conferences/meetings, or schools/seminars. The approved expenses incurred will relate only to events regarding District business.
- B. The purpose of this policy is also to comply with regulations of the Internal Revenue Service.

POLICY

The District will reimburse for all actual approved expenses as described herein. Exceptions may be granted by the Board of Directors.

1. Registration

The District will pay registration fees for conferences/meetings or schools/seminars. A course announcement of the conference agenda must be submitted with the Request for Travel Authorization Form. A receipt must be obtained.

2. Lodging

Overnight lodging may be approved for events that are 50 or more miles from the District boundaries. The District will pay reasonable lodging rates for the area. Typically, conference attendees will stay at the host hotel to achieve maximum benefit of the conference. Every effort will be made to utilize the most economical lodging option.

3. Transportation

- a. The form of transportation utilized shall be the most practical for the situation. Air travel may be used to reduce the amount of absent time or when the cost is less than mileage. If the attendee chooses to drive, mileage reimbursement may be limited to what the cost of air fare would have been.
- b. Transportation expenses include common carrier cost, parking, airporter, bridge tolls, etc.

Revised: 05/03/2005 Board Chairperson:	Page: 1 of 2 All Line Physics 2 FORMS All	4

Scotts Valley Fir	re Protection District	Policy: 1601	
_	Request and Expense irsement	DATED: May 11, 2005	

- c. Private vehicle mileage is the reimbursement per mile as allowed by the Internal Revenue Service. Mileage is to be documented.
- d. Receipts shall be obtained for all transportation related costs where reasonably available.

4. Meals

- a. The amount granted to cover meals will be adjusted to take into account any meals included in the meeting or conference registration fee.
- b. Attendees will be required to specifically account for actual meal expenses, and not to exceed reasonable amounts. Alcoholic beverages are not reimbursable.
- c. The Internal Revenue Service guidelines for meal cost will be used.

PROCEDURE

- A. Travel expenses will be handled on a reimbursement basis. A Request for Travel Authorization Form must be completed and approved prior to travel. The travel form must be approved by the Battalion Chief and the Fire Chief. Authorized travel by the Fire Chief must be approved by the Chair or Vice Chair of the Board of Directors. Authorized travel by Board members requires approval by the Fire Chief.
- B. A Claim Form is to be completed following the trip, listing actual expenses incurred, together with required receipts. A copy of the approved Travel Authorization should also be attached. Reimbursement will be made based on actual expenses.
- C. District Cal Card may be utilized when appropriate for travel expenses. Charges shall not exceed those allowed herein. Appropriate documentation is required and all receipts are required to be submitted. Unauthorized expenditures will be cause for disciplinary action and expenses will be disallowed.

Revised: 05/03/2005

Page: 2 of 2

Plus 2 FORMS

Board Chairperson: Multiplication of the control of the contro

Scotts Valley Fire Protection District

POLICY: 2100

SUBJECT:

Policy For Conducting **Board Meetings**

DATE APPROVED:

BOARD PRESIDENT:

9/12/2012

FIRE CHIEF

Policy 2100:

Policy For Conducting Board Meetings

Regular Meetings

The regular meetings of the Board of Directors will be on the second Wednesday of the month at 7:00 P.M. at Scotts Valley City Hall.

Seating of New Directors and Election of Officers

- 1. The term of office of newly elected directors shall begin at 12:00 A.M. the first Friday of December following their election. Newly elected directors shall be sworn in as the first order of business during the regular December meeting of the Board. In the event that current officers are not present to conduct the December meeting, the meeting will temporarily be conducted by the most senior sitting member of the Board.
- As the last order of business at the December meeting, the current or temporary President shall preside over the election of Board Officers. The Board shall select one of its members as President and one of its members as Vice President. The Fire Chief shall be the Secretary to the Board.

Selection of Board President

- a. Should a director desire to serve as an officer he/she has the responsibility to express such a desire to the rest of the Board
- b. It is desirable that directors take turns as Board President
- c. An officer may be removed from an officer's position by a 2/3 vote of the Board
- 3. The newly elected Board President and Vice President shall assume their positions on January 1st. The Vice President shall preside over meetings in the absence of the elected Board President. Board officers shall serve a term of one year. In the event the Board President and Vice President are not in attendance, the senior member in attendance will preside at the meeting.
- 4. The Board President shall appoint standing and ad hoc committees as established in Policy 2101.

Scotts Valle	ey Fire Protection District		FEEE DIST
POLICY:	2100	SUBJECT:	Policy For Conducting Board Meetings

- Meetings of standing and ad hoc committees shall comply with any and all notice and posting requirements which may be required for such committees by the Ralph M. Brown Act
- b. Committees shall act on behalf of the board as a whole, shall make regular reports and inform the board, make recommendations and receive direction from the Board.

Rules of Procedure and Conduct for Meetings:

- 1. Meetings of the Board as well as meetings of those committees appointed by the Board, shall be conducted in accordance with those sections and parts of the Ralph M. Brown Act and the Fire Protection District Act within the California Health and Safety code 13800 et. seq. which might apply.
- 2. The agenda of all regular board meetings shall contain an opportunity for the public to make comments to the Board on any items of interest or concern EXCEPT on matters concerning complaints or charges against any District Employee. Complaints against any District Employee shall be handled in accordance with Policy 903 (Complaints) or Policy 902 (Grievance Procedure).
- 3. The Board will normally allow a limited amount of time for any member of the public to make oral comments relative to specific items agendize for action prior to such action being taken.
- 4. Meetings of the Board shall be conducted by the Board President in a manner consistent with the adopted rules. In the event an issue, point of order, or question arises which is not covered within the scope of rules adopted by the Board, not covered by the Brown Act or not covered within the Fire Protection District Act, the Board President shall rule on the point of order, issue or question.
- 5. Questions pertaining to a director's right to vote on items because of the potential of Conflict of Interest shall be decided as follows:
 - a. Director disqualifies himself/herself
 - b. The Board President disqualifies the director from voting
- 6. Should any director be disqualified from voting or be overruled on a point of order by the President, he/she may move to appeal the ruling to the full board. The Board President has the right to vote on the appeal and a majority vote of the board overrules the Board

POLICY No. 2100 Page 2 of 4

Scotts Valle	y Fire Protection District		
POLICY:	2100	SUBJECT:	Policy For Conducting Board Meetings

President. A tie vote sustains the ruling of the President. In either case, the minutes shall reflect why a director was disqualified to vote.

- 7. There must be a quorum of 3 members present to conduct business.
- 8. A majority vote means 3 affirmative votes.
- 9. A 2/3 vote means 4 affirmative votes.
- 10. A unanimous vote means 5 affirmative votes.

BOARD MEETING CONDUCT

- 1. Any action taken by the Board shall be initiated by a motion, introduction of a resolution or introduction of an ordinance.
 - a. The Board President shall be allowed to make motions
- 2. The recording secretary shall document the names of those who make motions and second motions in the minutes.
- 3. Once the President calls for remarks on a motion, the maker of the motion is entitled to speak first. Speakers shall be recognized by the President before making their remarks.
- 4. Secondary motions pertaining to the main motion may be introduced before the main motion is voted. The last motion stated shall be the first pending motion and the main motion shall be voted upon last.
- 5. A motion to amend must have the approval of the person making the original motion or a majority vote of the board.
- 6. An amendment to a motion may only be made once.
- 7. To be deemed an official action of the board, all action items must receive a majority vote of the elected number of directors serving on the board. **EXCEPTIONS.** Motions requiring a 2/3 vote (super-majority) to pass:
 - a. Motion to adopt or amend any policy
 - b. Motion to suspend or amend any rule
 - c. Motion to reconsider a previously considered motion

POLICY No. 2100 Page 3 of 4

Scotts Valley Fire Protection District	FIRE DIST
POLICY: 2100	SUBJECT: Policy For Conducting Board Meetings

- 8. Motions requiring a unanimous vote to pass:
 - a. Motion to discontinue or transfer funds designated as Capital Outlay reserves
- 9. Motions to Reconsider: Except in the case of specific agenda items requiring a noticed public hearing, the board may reconsider any vote taken at the same session to correct an inadvertent error or consider new information not available at the time of vote. A motion to reconsider must receive a majority vote prior to a motion being reconsidered.
- 10. The Board may rescind, repeal or annul actions taken at previous meetings by:
 - a. Passing a motion to place the item on a future agenda
 - b. Passing the motion to rescind, repeal or annul with the appropriate number of votes
- 11. The recording secretary shall record votes by name on each motion. If the vote is unanimous, the secretary will document the vote as being unanimous.

POLICY No. 2100



SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066 (831) 438-0211 Fax (831) 438-0383

Steve M. Kovacs Fire Chief

Date:

January 10, 2018

To:

Board of Directors

From:

Chief Kovacs

Subject:

Administrative Report

Incident Type		October November		mber	December			Year T	o Date	
		2016	2017	2016	2017	2016	2017		2016	2017
Fires		3	10	2	4	6	3		56	59
Explosion / Rupture		0	0	0	0	0	0		2	3
EMS		114	102	107	104	111	109		1205	1368
Hazardous Condition		10	11	9	6	16	5		85	123
Service Calls		19	13	19	15	10	23	EX.	171	213
Good Intent		44	38	26	31	31	42		414	441
False Alarms		6	6_	6	8	16	9		91	119
Severe Weather		1	0	0	0	2	0		4	2
Totals		197	180	169	168	192	191		2028	2328

Operations

Engineer Cortes completed annual fit testing for all shifts and Paid Call Firefighters.

On November 18th, A-shift responded to a structure fire at 444 Whispering Pines to find a working fire underneath a double wide mobile home, extending into a bedroom. Crews made an aggressive attack and held the fire to the exterior with little extension to the interior. Santa Cruz City Fire assisted with Branciforte Fire providing district coverage.

On November 18th, Captain John Crivello retired after 36 years of service.

After 20 years of fleet service, Bud Abbott has retired. Chiefs Kovacs and Theilen met with Central Fire District for future fleet services.

January 10, 2018 Administrative Report Page 2 of 3

E2512 as part of strike team 2329A with Captain Theilen, Engineer Sundermier, Firefighters Crivello and Pedemonte responded to the Thomas Fire in Ventura County for fourteen days.

Captain Petteys and Chief Theilen completed the pre-build on the new type three engine at the KME factory in Pennsylvania.

The body work on Water Tender 2550 was completed after damage from the Bear fire.

E2537 had a new ECM installed at Peterson International.

Training

Firefighter/Paramedic Green and Chief Theilen attended the Fresno Training Symposium the second week of November. Firefighter Green completed two classes: Fireline Medic and Firefighter Survival. Chief Theilen completed three, one day, continuing education classes. Firefighter Green also completed a SLICERS/Fire Control class in Petaluma.

Prevention

- Preliminary plans for a new development on Mt. Hermon Rd. (Old Suburban site) called "The Hanger" were reviewed. This is the first building in development of what could become the new Scotts Valley Town Center. The project includes a 13,000 square foot multi-tenant building which will include a new restaurant. There will also be a 2400 square foot drive thru Starbucks located on the property. SVFD initial review comments have been submitted to the City.
- 501 Sims Rd. Pasatiempo water treatment facility. \$9 Million water treatment facility using treated waste water from SVWD to irrigate the golf course. The facility includes a 500,000 gallon storage tank, filter room and pump house.
- 3 New large Single Family Dwelling (SFD) homes on Timber Ridge were finalized.
- New SFD on Sugar Pine Rd was finalized.
- "The Grove" condominiums off of Santa's Village Rd. have started construction on the first set of homes. All fire service infrastructure is in place.
- Site work for the new townhomes at the end of Lundy Ln. is nearly done. Vertical construction is to begin soon.
- Work at the new hotel at 5030 SV Dr. continues. Met with the new owners of the development and working with the contractors to get the fire sprinkler system working.
- Rough sprinkler system inspection has been completed at the Redwood Auditorium at the 1440 Campus. This is the final building under construction and should be completed by Feb or Mar of 2018.
- Annual engine company inspections of Group B occupancies will begin in February. Each engine company will be assigned a consecutive group of businesses each month.

Engineer Cortes completed a public CPR/First Aid class to nine (9) students on December 16th. Crews provided Pub-Ed for the Montessori Preschool and a station tour for the Boy Scouts.

EMS

A new Narcotics tracking system will be implemented in early 2018. A two day workshop happened in early December with EMSIA representatives and the software company. SVFD will be testing the system first.

January 10, 2018 Administrative Report Page 3 of 3

New iPads were deployed in the field to document Electronic Patient Care Records at the patient's bedside. SCO and CTL are testing the new E-PCR program along with AMR and the local hospitals. All agencies should be online soon.

Administration

Administrative Staff have been working on setting up claims, insurance and payroll for the new calendar year. New hire orientation for the Paid Call Firefighters is scheduled for January 25, 2018.

Administrative Secretary Walton, Secretary/Receptionists Bridges and Evans attended the Santa Cruz County Fire Chiefs Association Administrative Fire Services Section meeting on December 4th for the annual goal setting meeting.

Child Passenger Safety Program - Secretary/Receptionist Bridges inspected 5 car seats in November and 3 car seats in December and attended a Safe Kids meeting on December 11th.

Fire Chief Activities:

- Attended the League of Cities Fire Chief's Section Conference in December.
- Attended the OES Region 2 Post Fire Season meeting.
- Scotts Valley Staff Meetings.
- Branciforte Staff meeting and Board Meeting.
- Meeting with CERT.
- Meeting with Administrative Fire Service Section (AFSS).
- The district received an offer from Zayante Fire District for the used Type 1 fire engine (E-2513) for \$25,000. The engine has been for sale nationally for eight months, with zero inquiries or offers. The offer is accepted and we are processing the paperwork.
- FDAC quarterly meeting.
- SCCFAIG meeting.
- The Firefighter Safety, Health and Welfare Committee is being formed and the first meeting will be January 24th.
- Meeting with Falk Ambulance.
- EMSIA Meeting.
- County Chief's Meeting.
- Valley Council Annual Dinner.
- FDAC Legislative Conference Call.
- FDAC EBA Board Meeting Conference Call.
- Chief's Interviews for Entry Level Firefighter.
- Met with State Legislators and Lt. Governor regarding upcoming legislation.



ZAYANTE FIRE PROTECTION DISTRICT

7700 East Zayante Road Felton, CA 95018 Ph: 831-335-5100 Fx: 831-335-5199

December 11, 2017

To: Chief Kovacs

Re: Surplus engine 2513

Chief,

Please consider this letter as an official offer to purchase your surplus engine 2513. The Zayante Fire Protection District is offering to purchase said engine for \$25,000. Thanks for your consideration and I look forward to hearing from you.

Regards,

John Stipes Fire Chief

RECEIVED

NOV 2 0 2017

SCOTTS VALLEY FIRE PROTECTION DISTRICT

Hannah's Children 191 Pickwick Drive Napa, California 94558

Kathleen Respini

15 November 2017

Dear Responders,

This is to all of you who are not only first responders, but responders of every area and of every expertise, on the front lines, or behind the scenes, who responded in one way or another, during the wild fire crisis in Northern California during the month of October, 2017.

I am an ordinary citizen of the city of Napa. I was very fortunate in that my home happens to be in a neighborhood that was untouched by the fire. We also had cell phone service and electricity during the entire crisis. That's not to say we weren't very nervous as the situation remained fluid for so many days.

As I had errands to take care of during these days, I couldn't help but notice the multitude of police, sheriff, fire, news, and many other vehicles that originated from so many places...with city or county names I didn't even recognize. It was this that touched me to my core. I know you all will say you were just doing your jobs, but to me, you all are the heroes who came to our aide in our most desperate hours. I thought of the families you left behind, some under evacuation. And I thought of those of you whose homes were burned to the ground as you fought to save our communities. I thought of your selflessness as you worked long hours in unforgiving conditions. I saw the many white tents and the trucks all lined up at the Town and Country Fair Grounds in Napa. As I drove past, I willed my truck to be quiet so as not to disturb your sleep. It felt as though even the ground you slept on was sacred, bringing much needed rest.

I have never witnessed such sacrifice by so many for communities where they are not even known. This is humanity at its best, while in the worst of circumstances. This was nothing short of amazing.

I wish to convey my deepest appreciation to all of you, each and every one, although I doubt there are words adequate to this task.

Thank you from the bottom of my heart.

Sincerely,

Kathleen Respini