



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Board of Directors

Agenda

Wednesday, August 12, 2020, 6:00 P.M.

Complete Board Meeting packets are available upon request and on Scotts Valley Fire District's website. Call (831) 438-0211 or visit 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.

Notice of Teleconferenced Meeting

Pursuant to Governor Newsom's Executive Order N-25-20 regarding COVID-19, members of the Scotts Valley Fire Protection District Board of Directors and staff may participate in this meeting by teleconference. To reduce the spread of COVID-19, members of the public are encouraged to listen to the meeting from their homes via teleconference by calling +1 408-638-0968, enter the meeting number when prompted (98201736803) and entering Access Code **261307** or connecting to the meeting online via their computer, smart phone or tablet at the following link:

<https://zoom.us/j/98201736803?pwd=OHB5dU5VNWRyU0lYWVRlRjVUMW9sUT09>

1. Call to Order

2. Closed Session: Government Code §54957.7

- 2.1 Conference with Labor Negotiators: Government Code §54957.6
Agency Designated Representatives: Robert Campbell and Joe Parker
Employee Organization: All

3. Open Session: Call to Order

- 3.1 Pledge of Allegiance and Moment of Silence
3.2 Roll Call
3.3 Report on Closed Session: Government Code §54957.1

4. 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.

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

6. 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.)

- 6.1 Minutes: Approve Regular Board Meeting Minutes of July 8, 2020
6.2 Minutes: Approve Special Meeting Minutes of July 31, 2020
6.3 Payroll: Approve July Payroll 14, 15 and 16 in the amount of: \$520,575.27
6.4 Expenditures: Approve Expenditures for July in the Amount of:

General Fund:	\$1,374,661.81
Capital Outlay:	\$ 19,144.45
SCHMIT:	\$ 6,460.00
TOTAL:	\$1,400,266.26

Scotts Valley Fire Protection District
Board of Directors Meeting for August 12, 2020
Agenda

- 6.5 Approve the Memorandum of Understanding with the Administrative Secretary for July 1, 2020 through June 30, 2021
- 6.6 Approve the Memorandum of Understanding with the Secretary Receptionists for July 1, 2020 through June 30, 2021

7. Public Hearing/Action Item

Scheduled Public Hearing for the SVFPD Final Budget for Fiscal Year 2020/2021:

685010 General Fund:	\$ 9,645,454
685030 Capital Outlay Zone A:	\$ 1,445,106
685040 SCHMIT:	\$ 407,714

Public Hearing Process: SVFPD staff will make a summary of the proposed budget. The Board President will ask for public comment. Each speaker should raise their hand and state their name and address. Each speaker will be allowed three (3) minutes in an effort to have as much public input as possible. Upon completion of the public hearing, the matter will be brought before the Board for discussion and action.

- 7.1 Receive Public Comment and Adopt Resolution 2020-8: Resolution Adopting Final Budget for Fiscal Year 2020/2021, Discussion/Action

8. Action Items

- 8.1 Approve the following Revised SVFPD Policies:

Policy #	Subject	Policy #	Subject
504	Duty Chief Statement	1703	Battalion Chief Job Description
603	Acting Company Officers	1705	Fire Captain Job Description
1505	Career Development Guide	1706	Engineer Job Description
1505-1	Attachment	1708	Firefighter Job Description
1505-2	Attachment		

- 8.2 Consider Extending the Firefighter/Paramedic Eligibility List, per Policy 1501, Discussion/Action
- 8.3 SVFPD Response to the Findings and Recommendations Specified in the Grand Jury Report Titled: Ready? Aim? Fire! Santa Cruz County on the Hot Seat, Discussion/Action
- 8.4 SVFPD Response to the Findings and Recommendations Specified in the Grand Jury Report Titled: Fire and Safety Inspections in Santa Cruz County, Discussion/Action
- 8.5 Post-Employment Healthcare Benefits for Local 3577 Represented Unit and Chief Officers, Discussion/Action

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

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

- 9.1 Board of Directors Report – *Directors*
- 9.2 Administrative Report – *Chief Officers*

10. Correspondence

- 10.1 None

11. Request for Future Agenda Items

12. Closed Session: Government Code §54957.7

- 12.1 Public Employee Appointment / Public Employment (Government Code § 54957)
Title: Fire Chief

13. Open Session

- 13.1 Report on Closed Session: Government Code §54957.1

14. Adjournment

Next Regularly Scheduled Board Meeting:
Wednesday, September 9, 2020 at 6:00 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 July 8, 2020

Notice of Teleconferenced Meeting

Pursuant to Governor Newsom's Executive Order N-25-20 regarding COVID-19, members of the Scotts Valley Fire Protection District Board of Directors and staff participated in this meeting by teleconference. To reduce the spread of COVID-19, members of the public were encouraged to listen to the meeting from their homes via teleconference by calling +1 408-638-0968, enter the meeting number when prompted (94132902602) and entering Access Code 378973 or connecting to the meeting online via their computer, smart phone or tablet at the following link: <https://zoom.us/j/94132902602?pwd=NDV5REJucDhjYUhyYnpSTDJnUStvZz09>

1. Call to Order

The Regular Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, July 8 2020. President Pisciotta called the meeting to order at 6:00 p.m.

1.1 Pledge of Allegiance and Moment of Silence

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

1.2 Roll Call

A. Directors Present:	Directors Campbell, Harmon, Parker, Patterson and Pisciotta
B. Directors Absent:	None
C. Fire District Staff:	Chief Kovacs, Battalion Chief Whittle and Administrative Secretary Walton

2. Public Comment (GC §54954.3)

Chief Kovacs presented a public comment submitted by Christina Granados who is a Partnership Specialist with the U.S. Census Bureau. Christina thanked the SVFPD, as a trusted voice in our community, for spreading the word about the 2020 Census. Santa Cruz County has achieved a 65.7% self-response and by working with community leaders, hopes to raise that response by ten percent over the next thirty days. Christina stressed the importance of achieving a full and accurate count on the 2020 Census to help secure federal funding for programs that benefit Santa Cruz County Residents. You can respond to the 2020 Census in about 10 minutes over the phone, via paper form or online at 2020census.gov and it is strictly confidential and protected by law. Chief Kovacs concluded that we will include the 2020 Census information on the SVFPD Facebook page.

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

None

4. Consent Calendar

4.1 Minutes: Approve Regular Board Meeting Minutes of June 10, 2020

4.2 Minutes: Approve Special Board Meeting Minutes of June 16, 2020

4.3 Payroll: Approve June Payroll 12 and 13 in the amount of: \$295,210.62

4.4 Expenditures: Approve Expenditures for June in the Amount of:

General Fund:	\$40,057.44
Capital Outlay:	\$10,807.35
SCHMIT:	<u>\$ 1,504.66</u>
TOTAL:	\$52,369.45

SCOTTS VALLEY FIRE PROTECTION DISTRICT
Regular Board Meeting July 8, 2020

On motion of Director Campbell seconded by Director Parker to *Approve Consent Calendar Items 4.1 through 4.4* was approved by the following vote:

AYES:	Campbell, Harmon, Parker, Patterson and Pisciotta
NOES:	None
ABSENT:	None
ABSTAIN:	None

5. Action Item

5.1 None

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 Campbell reported that the Negotiations Committee met with the Administrative Staff and will have information to report in Closed Session. A tentative agreement has been reached with the Union and Chief Officers.

President Pisciotta reported that the Finance Committee met and reviewed the SVFPD financial status.

6.2 Administrative Report – Chief Officers

The Administrative Report for July was included in the board packet and Chief Kovacs added the following:

- New door locks have been installed at the stations and can be accessed with key fobs, cellphones and combos.
- The next federal stimulus package will include Special Districts but the details are not available at this time.
- The Board received the Grand Jury report and Administrative Captain Vandervoort is working on a response, which will be approved by the Board at the next Board Meetings.
- There has been an uptick in Covid cases so there will likely be a scaling back or additional closures.
- The Erba Station generator has been ordered and should be received and installed in the next few weeks.
- E2538 is on a Strike Team in Gilroy for a few more days, which is currently 60% contained.
- Battalion Chief McNeil's Mother-in-law passed away and we send our condolences.
- The Board Meeting documents for signature will be in the front office so please stop by and sign.

7. Correspondence – Information

7.1 Incident Thank You Letter

The Board received and filed the correspondence.

8. Request for Future Agenda Items – None

9. Closed Session: Government Code §54957.7

9.1 Conference with Labor Negotiators: Government Code §54957.6
Agency Designated Representatives: Robert Campbell and Joe Parker
Employee Organization: All

9.2 Fire Chief Performance Review: Government Code §54957

At 6:11 p.m., President Pisciotta announced that the Board would be going in to Closed Session for the Items listed in 9.1 and 9.2.

10. Open Session

10.1 Report on Closed Session: Government Code §54957.1

At 6:45 p.m., the Board reconvened to open session and President Pisciotta reported that no Action was taken for Item 9.1 and 9.2.

11. Adjournment

The meeting was adjourned at 6:46 p.m.

ATTEST

Daron Pisciotta
Board President

Steve M. Kovacs
Board Secretary



SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066

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MINUTES OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS SPECIAL MEETING OF July 31, 2020

Notice of Teleconferenced Meeting

Pursuant to Governor Newsom's Executive Order N-25-20 regarding COVID-19, members of the Scotts Valley Fire Protection District Board of Directors and staff participated in this meeting by teleconference. To reduce the spread of COVID-19, members of the public were encouraged to listen to the meeting from their homes via teleconference by calling +1 408-638-0968, enter the meeting number when prompted (98558144552) and entering Access Code 100461 or connecting to the meeting online via their computer, smart phone or tablet at the following link: <https://zoom.us/j/98558144552?pwd=MmtsQWM4WnJiT2hvc2FQTEJJRkxrZz09>

1. Call to Order

The Special Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Friday, July 31, 2020. President Pisciotta called the meeting to order at 6:03 p.m.

1.1 Roll Call

- | | |
|-------------------------|---|
| A. Directors Present: | Directors Campbell, Harmon, Parker, Patterson and Pisciotta |
| B. Directors Absent: | None |
| C. Fire District Staff: | Chief Kovacs, Battalion Chief McNeil, Battalion Chief Whittle |
| D. Legal Counsel: | Cepideh Roufougar |

2. Public Comment (GC §54954.3)

None

3. Closed Session: Government Code §54957.7

3.1 Conference with Legal Counsel – Existing Litigation (Government Code § 54956.9)

Name of case: International Association of Fire Fighters, Local 3577 v Scotts Valley Fire District (PERB Unfair Practice Charge)

3.2 Public Employee Appointment / Public Employment (Government Code § 54957)

Title: Fire Chief

At 6:06 p.m., President Pisciotta announced that the Board would be going in to Closed Session for the purpose listed in Item 3.1 and 3.2.

4. Open Session

4.1 Report on Closed Session: Government Code §54957.1

At 7:17 p.m., the Board reconvened to open session and President Pisciotta reported that for Item 3.1 and 3.2, no action was taken.

5. Adjournment

The meeting was adjourned at 7:18 p.m.

ATTEST

Daron Pisciotta
Board President

Steve M. Kovacs
Board Secretary

Date Range from 06/12/2020 To 07/24/2020			
PAYROLL	ACCT.#	PP	TOTALS
Regular Pay	51000	14	\$124,627.03
		15	\$124,802.29
		16	\$125,263.94
Overtime	51005	14	\$4,383.78
		15	\$22,379.63
		16	\$26,527.43
Regular Pay, Extra Help (PCF)	51010	14	\$0.00
		15	\$1,521.00
		16	\$0.00
Regular Pay, Sick Leave	51015	14	\$0.00
		15	\$0.00
		16	\$0.00
Regular Callback Pay	51025	14	\$11,283.66
		15	\$17,252.88
		16	\$31,248.35
Holiday Pay	51035	14	\$0.00
		15	\$0.00
		16	\$0.00
Differential Pay	51040	14	\$6,717.57
		15	\$6,717.57
		16	\$6,717.57
Regular Pay, Sick Leave Reserve	55020	14	\$0.00
		15	\$0.00
		16	\$0.00
Misc Benefits, Vacation Payoff	55021	14	\$4,336.43
		15	\$1,798.07
		16	\$1,798.07
Directors Fees	62327	14	\$0.00
		15	\$3,200.00
		16	\$0.00

TOTAL PAYROLL

\$520,575.27

CLAIMS BY GL OBJ

08/04/2020

Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)

Claim Date	Vendor	Message	Amount
GL Key: 685010			
GL Obj: 52015 Retirement			
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment UAL- PEPRA Safety 20/21 FY	\$17,157.00
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment UAL- Classic Safety 20/21 FY	\$736,548.00
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment- Survivor Benefit - Classic Safety 20/21 FY	\$481.40
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment- Survivor Benefit - Classic Misc. 20/21 FY	\$69.60
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment UAL- PEPRA Misc. 20/21 FY	\$1,057.00
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment- Survivor Benefit - PEPRA Misc. 20/21 FY	\$34.80
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment UAL- Classic Misc. 20/21 FY	\$18,906.00
07/07/2020	CALPERS RETIREMENT SYSTEM	Annual Lump Sum Prepayment- Survivor Benefit - PEPRA Safety. 20/21 FY	\$435.00
SubObject Total			\$774,688.80
GL Obj: 53010 Group Health - Dental Insurance			
07/06/2020	MIKE BIDDLE	Retiree Health Ins.- 7/2020	\$983.29
07/06/2020	MICHAEL MCMURRY	Retiree Health Ins.- 7/2020	\$1,583.36
07/06/2020	SAL LOFRANCO	Retiree Health Ins.- 7/2020	\$542.70
07/06/2020	TIM THEILEN	Retiree Health Ins.- 7/2020	\$674.35
07/06/2020	MIKE PHINN	Retiree Health Ins.- 7/2020	\$426.51
07/07/2020	FDAC EBA	Life & Vision Ins.- 7/2020	\$1,120.40
07/07/2020	CAL PERS RETIREMENT SYSTEM	Healthcare - 7/2020	\$46,813.66
07/10/2020	FDAC EBA	Life & Vision Ins.- 8/2020	\$1,120.40
07/10/2020	HEALTH CARE EMPLOYEES/EMPLOYER DENTAL TRUST	Dental Ins.- 6/2020 & 7/2020	\$10,012.82
07/23/2020	SAL LOFRANCO	Retiree Health Ins.- 8/2020	\$542.70
07/23/2020	MICHAEL MCMURRY	Retiree Health Ins.- 8/2020	\$1,583.36
07/23/2020	TIM THEILEN	Retiree Health Ins.- 8/2020	\$674.35
07/23/2020	MIKE BIDDLE	Retiree Health Ins.- 8/2020	\$983.29
07/23/2020	CALPERS RETIREMENT SYSTEM	Health Ins.- 8/2020	\$46,796.50
07/23/2020	MIKE PHINN	Retiree Health Ins.- 8/2020	\$426.51
07/23/2020	HEALTH CARE EMPLOYEES/EMPLOYER DENTAL TRUST	Dental Ins.- 8/2020	\$5,006.41
SubObject Total			\$119,290.61

CLAIMS BY GL OBJ

08/04/2020

*Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)*

Claim Date	Vendor	Message	Amount
GL Obj: 54010 Workers' Compensation Insurance			
07/20/2020	SANTA CRUZ FIRE AGENCIES INSURANCE GROUP	Workers Comp Insurance 20/21 FY	\$373,982.00
SubObject Total			\$373,982.00
GL Obj: 61125 Uniform Clothing Allowance			
07/07/2020	SUMMIT UNIFORMS	Class A Hat- Sundermier	\$108.16
07/07/2020	SUMMIT UNIFORMS	Class A Hat- Theilen	\$108.16
07/07/2020	SUMMIT UNIFORMS	Class A Uniform- Smiley	\$793.16
07/07/2020	SUMMIT UNIFORMS	Class A Uniform- Smith	\$793.16
07/07/2020	SUMMIT UNIFORMS	Class A Uniform- Bridges, M.	\$793.16
07/07/2020	SUMMIT UNIFORMS	Class A Uniform- Walton	\$793.16
07/10/2020	SUMMIT UNIFORMS	White Gloves, FF Scramble, Collar Insignia	\$204.30
07/23/2020	SUMMIT UNIFORMS	Class A Uniform- Mayfield	\$793.16
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Hook-Fast- Engineer Collar Brass and Pins	\$274.70
SubObject Total			\$4,661.12
GL Obj: 61215 Radio Services: Dispatch NetCom Fees			
07/07/2020	SANTA CRUZ REGIONAL 9-1-1	1st 1/2 911 Fees 20/21 FY	\$27,485.00
SubObject Total			\$27,485.00
GL Obj: 61221 Telephone & Telegraph			
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Comcast- VF1 Internet & Phones 6/20-7/19/2020	\$1,165.25
		Comcast- VF1 Internet & Phones 6/21-7/20/2020	
		Verizon- Cellular 6/5-7/4/2020	
SubObject Total			\$1,165.25
GL Obj: 61310 Food			
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Door Dash- Strike Team XCZ2326C Meal	\$341.61
		Door Dash- Strike Team XCZ2326C Meal	
		Nob Hill- 4th of July On Duty Meals	
SubObject Total			\$341.61
GL Obj: 61425 Household Expense			
07/07/2020	SCARBOROUGH LUMBER & BUILDING	Wastebasket, Scraping Razor	\$17.22
07/16/2020	MID VALLEY SUPPLY	Paper Towels, Pine 70	\$114.84
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Costco- Station Supplies	\$159.72
		Amazon- Station Cleaner	
		Target- Disinfectant Spray and Wipes	
SubObject Total			\$291.78

CLAIMS BY GL OBJ

08/04/2020

Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)

Claim Date	Vendor	Message	Amount
GL Obj: 61535 Insurance PL & PD			
07/07/2020	MCNEIL AND COMPANY, INC.	Commercial Property Insurance 20/21 FY	\$12,404.00
07/07/2020	MCNEIL AND COMPANY, INC.	Commercial Insurance Umbrella 20/21 FY	\$5,555.00
07/07/2020	MCNEIL AND COMPANY, INC.	Commercial Vehicle Insurance 20/21 FY	\$20,311.00
SubObject Total			\$38,270.00
GL Obj: 61720 Maintenance - Mobile Equipment			
07/07/2020	CENTRAL FIRE DISTRICT	E2538 Annual Service	\$630.52
07/07/2020	NAPA AUTO PARTS	Tire Cleaner, Fuse Holder, Car Wash, Armorall	\$85.53
07/07/2020	CENTRAL FIRE DISTRICT	E2512 AC Recharge	\$144.84
07/07/2020	SCARBOROUGH LUMBER & BUILDING	E2512 Equipment	\$59.78
07/10/2020	COUNTY OF SANTA CRUZ - INFORMATION SERVICES DEPARTMENT	4th Quarter Radio Repair Billing	\$296.25
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Custom Marine Covers- E2510 Hose Bed Flap Repair	\$158.67
SubObject Total			\$1,375.59
GL Obj: 61725 Maintenance - Office Equipment			
07/07/2020	PAGODA TECHNOLOGIES INC.	Computer Management- 7/2020	\$1,192.12
07/07/2020	PAGODA TECHNOLOGIES INC.	Google Apps 7/2020-12/2020	\$100.00
07/23/2020	MONTEREY BAY OFFICE PRODUCTS	Copier Contract 4/23-7/22/2020	\$660.48
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Zoom- Monthly Subscription Charge Kandence Themes- Annual Wordpress Theme Renewal	\$59.99
SubObject Total			\$2,012.59
GL Obj: 61730 Maintenance - Other Equipment			
07/10/2020	SANTA CRUZ FIRE EQUIPMENT	Recharge, Service Extinguishers	\$236.85
SubObject Total			\$236.85
GL Obj: 61845 Maintenance - Buildings & Grounds			
07/07/2020	SCARBOROUGH LUMBER & BUILDING	Flex Corner Tape, Drywall, Trim, Cabinet Lock	\$169.27
07/07/2020	GREG BELLOWS PLUMBING INC	Install 1" Backflow	\$1,312.00
07/10/2020	CERTIFIED BACKFLOW ASSEMBLY TESTING LLC	VF2 Annual Backflow Testing	\$233.50
07/16/2020	WESTERN EXTERMINATOR COMPANY	VF2 Bug Service- 6/2020	\$57.50
07/16/2020	WESTERN EXTERMINATOR COMPANY	VF1 Bug Service- 6/2020	\$57.50
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Ben Lomond Transfer Station- Dump Fees Amazon- Bathroom Fan x2 Postal Annex- Return Shipping for Fan x1 Central Home Supply- Concrete Rayne of SC- Monthly Water Softener Kings Paint- Trim Paint	\$735.82
07/29/2020	SCARBOROUGH LUMBER & BUILDING	Paint, Brush, Wire, Earplugs	\$145.40
SubObject Total			\$2,710.99

CLAIMS BY GL OBJ

08/04/2020

Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)

Claim Date	Vendor	Message	Amount
GL Obj: 62020 Memberships			
07/10/2020	SCOTTS VALLEY CHAMBER OF COMMERCE	Annual Membership Dues 20/21FY	\$150.00
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	FDAC- Annual Membership 20/21 FY	\$400.00
07/29/2020	AFSS NORTHERN DIVISION	AFSS Membership 20/21 FY- Walton	\$75.00
07/29/2020	AFSS NORTHERN DIVISION	AFSS Membership 20/21 FY- Mayfield	\$75.00
07/29/2020	AFSS NORTHERN DIVISION	AFSS Membership 20/21 FY - Bridges, M.	\$75.00
SubObject Total			\$775.00
GL Obj: 62219 PC Software			
07/07/2020	STREAMLINE AUTOMATION SYSTEMS	Streamline Software Renewal 20/21 FY	\$1,972.00
SubObject Total			\$1,972.00
GL Obj: 62223 Office Supplies			
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	UPS Store- Sprinkler Plan Shipping Quill- Paper and Ink	\$215.52
SubObject Total			\$215.52
GL Obj: 62301 Accounting & Auditing Fees			
07/16/2020	PEHLING & PEHLING CPAS, AN ACCOUNTANCY CORPORATION	1/2 Audit Fee 20/21 FY	\$4,421.00
SubObject Total			\$4,421.00
GL Obj: 62358 Laundry Service			
07/07/2020	SCOTTS VALLEY CLEANERS	Dry Cleaning- Dec 2019- June 2020	\$213.00
SubObject Total			\$213.00
GL Obj: 62381 Professional & Specialized Services			
07/07/2020	JACKSON LEWIS	Legal Services	\$481.00
07/07/2020	JACKSON LEWIS	Legal Services	\$74.00
07/07/2020	NATIONAL TESTING NETWORK	NTN Membership 20/21 FY 6/18/20-6/18/2021	\$750.00
07/29/2020	JACKSON LEWIS	Legal Services	\$229.12
SubObject Total			\$1,534.12
GL Obj: 62888 District Special Expense			
07/07/2020	SCARBOROUGH LUMBER & BUILDING	Wood Flag Materials- McElroy Service	\$19.60
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Flower Outlet- Sympathy Flowers- McNeil	\$65.85
SubObject Total			\$85.45
GL Obj: 62890 Subscriptions			
07/07/2020	THOMSON REUTERS-WEST	T-19 Codes 20/21 FY	\$169.71
07/07/2020	FIRST DUE	First Due Subscription 20/21 FY	\$2,100.00
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Fleetio- Annual Subscription	\$792.00
SubObject Total			\$3,061.71

CLAIMS BY GL OBJ

08/04/2020

Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)

Claim Date	Vendor	Message	Amount
GL Obj: 62914 Education & Training			
07/07/2020	ANDREW LOFRANCO	ETO Reimbursement- Chief Officer 3A Training	\$500.00
07/07/2020	ANDREW LOFRANCO	ETO Reimbursement- Chief Officer 3B	\$500.00
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Fire Instruction- Chief Officer 3A-Grigg Fire Instruction- Chief Officer 3B- Grigg CA Fire and Rescue Training- Plan Examiner 1A- Vandervoort	\$230.00
SubObject Total			\$1,230.00
GL Obj: 62920 Gas, Oil & Fuel			
07/16/2020	WESTERN STATE OIL COMPANY	Fuel/Diesel	\$2,048.01
07/16/2020	MONTEREY BAY AIR RESOURCES DISTRICT	Annual Toxic/Nozzle Fees VF1/VF2	\$766.00
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	Chevron- E2538 Strike Team	\$53.03
SubObject Total			\$2,867.04
GL Obj: 63070 Utilities			
07/10/2020	PG&E	VF1 Electric 6/5-7/5/2020	\$798.24
07/10/2020	PG&E	VF2 Electric 6/5-7/5/2020	\$535.34
07/16/2020	PG&E	VF1 Gas 6/6-7/6/2020	\$55.94
07/16/2020	PG&E	VF2 Gas 6/6-7/6/2020	\$70.04
07/27/2020	U.S. BANK CORPORATE PAYMENT SYSTEM	SVWD- VF2 RW Service 6/1-6/30/20 SVWD- VF2 Water 4/4-6/4/20 SVWD- VF1 Water 4/4-6/4/20 Greenwaste- VF1 Trash & Recycling 6/1-6/30/2020 Greenwaste- VF2 Trash & Recycling 7/1-9/30/2020	\$1,384.41
SubObject Total			\$2,843.97
GL Obj: 75231 Contributions to Other Agencies			
07/07/2020	LOCAL AGENCY FORMATION COMMISSION	LAFCO Fees 20/21 FY	\$8,930.81
SubObject Total			\$8,930.81
Index Total			\$1,374,661.81

CLAIMS BY GL OBJ

08/04/2020

*Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)*

Claim Date	Vendor	Message	Amount
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GL Key: 685030**GL Obj: 61845 Maintenance- Structure & Grounds**

07/07/2020	AA SAFE & SECURITY CO	VF2 Electric Door Locks	\$8,535.57
07/10/2020	AA SAFE & SECURITY CO	VF1 New Door Locks and Software	\$10,608.88
SubObject Total			\$19,144.45
Index Total			\$19,144.45

CLAIMS BY GL OBJ

08/04/2020

*Filter: (Claim Date is between 07/01/2020
and 07/31/2020)(Pre-Approved Excluded)*

Claim Date	Vendor	Message	Amount
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GL Key: 685040**GL Obj: 61221 Telephone & Telegraph**

07/27/2020	U.S. BANK CORPORATE PAYMENT	Verizon- SCHMIT Cellular 5/5-6/4/2020	\$76.41
	SYSTEM	Verizon- SCHMIT Cellular 6/5-7/4/2020	

SubObject Total	\$76.41
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GL Obj: 61730 Maintenance - Other Equipment

07/07/2020	EMPIRE SCBA & SUPPLIES INC	8- 45 Minute Cylinders	\$6,350.00
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SubObject Total	\$6,350.00
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GL Obj: 62920 Fuel

07/27/2020	U.S. BANK CORPORATE PAYMENT	Valero- HM2560 Fuel	\$33.59
	SYSTEM		

SubObject Total	\$33.59
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Index Total	\$6,460.00
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Grand Total	\$1,400,266.26
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MEMORANDUM OF UNDERSTANDING

Scotts Valley Fire Protection District

and

Administrative Secretary

July 1, 2020– June 30, 2021

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Administrative Secretary
July 1, 2020– June 30, 2021

Article I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Scotts Valley Fire Protection District, hereinafter referred to as **District**, and the **Administrative Secretary** of the **District**, hereinafter referred to as **Administrative Secretary**. The purpose of which is to establish a compensation and benefits package for the **Administrative Secretary** position.

Article II. PREVAILING RIGHTS

The **District** agrees that all rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

The parties agree, that upon request by either party, to meet and confer on matters not in writing which may have been considered “rights” and which either party wishes, during the term of the Memorandum of Understanding, to modify.

Article III. RESERVATION OF MANAGEMENT RIGHTS

The parties acknowledge that it is the exclusive right of the **District** to: generally govern the work of the **District** and conduct of its employees; to determine the mission of the **District**; to determine the procedures and standards of selection for employment and promotion of employees; to direct its employees; to assign work to employees in accordance with the requirements determined by the **District**; to establish work schedules; to determine the content of job classifications; to hire, promote or lay off employees for lack of work or funds; to suspend, discipline and discharge employees for proper cause; to expand or diminish services; to determine the methods, means and personnel by which **District** operations are to be conducted; and to establish, publish and modify **District** policies, regulations and standard operating procedures.

Article IV. HOURS OF WORK AND UNIFORMS

Section 4.01 Assignment

The **Administrative Secretary** shall work full-time at 40 hours per week as scheduled by the Fire Chief.

The **Administrative Secretary** position is designated as a confidential employee.

Section 4.02 Overtime

The **Administrative Secretary** shall be compensated at the rate of 1.5 times the regular rate of pay for all hours worked in excess of forty (40) in the workweek. For payroll purposes, the workweek begins at 12:01 on Saturday and ends at 12:00 midnight on Friday.

Administrative Secretary
July 1, 2020– June 30, 2021

Section 4.03 Compensatory Time Off

The **Administrative Secretary** may be eligible to receive compensatory time off (CTO) in lieu of cash overtime. Any request to receive CTO in lieu of cash must be approved in advance by the Fire Chief. CTO hours accrue at the rate of 1.5 hours of CTO for each hour of overtime worked.

The maximum allowable hours that may be contained in a CTO bank is 50 hours. Any overtime hours worked that would increase the employee's CTO bank beyond the 50 hour maximum will be paid out at 1.5 times the regular rate of pay.

Prior to receiving a step increase or salary increases, an employee will be paid for all hours in their CTO bank at their regular rate of pay.

Section 4.04 Call Back

Employees who are called-back to work by the **District** after having completed a regular schedule or who are called in to work by the **District** on a scheduled day off will be paid for all hours worked in connection with that call back, subject to a two-hour minimum. Unless otherwise provided by law, the employee's hours worked will begin upon arrival at the **District** offices to perform work.

Section 4.05 Uniforms

The **District** will provide the **Administrative Secretary** with all **District** required uniform elements and equipment as directed by the Fire Chief.

The **District** will also provide uniform and equipment replacements, and provide for uniform maintenance as needed, as determined by the **District**.

The **District** will report, for CalPERS Classic Members, the monetary value of the required uniform elements and equipment, uniform and equipment replacements, and uniform maintenance as special compensation on a quarterly basis not to exceed \$1,200 annually.

All issued uniform items are the property of the **District** and will be returned to the **District** or paid for by the **Administrative Secretary** upon employee termination.

Article V. COMPENSATION

Effective July 1, 2020, the base salary schedule for the **Administrative Secretary**, shall be as follows:

Step A	\$5,901.67 per month
Step B	\$6,197.07 per month
Step C	\$6,506.19 per month

Administrative Secretary
July 1, 2020– June 30, 2021

Article VI. LEAVES

Section 6.01 Holidays

The **District** agrees to grant the **Administrative Secretary** twelve (12) paid holidays each calendar year, as indicated by **Table 1**.

Table 1

New Years Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday of January)	Thanksgiving Day
President's Day (3rd Monday of February)	Friday Following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in Sep)	New Years Eve (December 31)

Note: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

Section 6.02 Personal Leave

The **District** agrees to grant the **Administrative Secretary** use of paid personal leave, as follows.

(a) Days

The **Administrative Secretary** shall be eligible to use two (2) personal leave days each calendar year.

Personal leave days shall be taken off as full days. Personal leave days may be used on any normal workday in the calendar year, subject to approval of the Fire Chief.

(b) Hours

The **Administrative Secretary** shall be eligible for an additional sixteen (16) personal leave hours per calendar year, in recognition of Branciforte Fire District responsibilities.

Personal leave hours shall be taken off in one-hour increments. Personal leave hours may be used on any normal workday of the calendar year. Any use of Personal Leave hours shall be subject to approval of the Fire Chief.

Personal leave hours shall only be available to the **Administrative Secretary** throughout the term of the Administration of Fire Services Agreement with Branciforte Fire Protection District. Upon separation of Administration of Fire Services Agreement, any remaining personal leave hours may be used within the calendar year.

(c) Expiration

Administrative Secretary
July 1, 2020– June 30, 2021

Personal leave days and personal leave hours shall not accumulate. Un-used Personal leave days and personal leave hours shall be cashed out, at the employee's regular rate of pay, at the close of each calendar year or upon separation from employment.

Section 6.03 Vacation

Vacation is a leave of absence with pay granted to the **Administrative Secretary** while employed by the **District**. Vacation leave shall be granted based on the number of hours accrued by the **Administrative Secretary**, subject to the following:

(a) Accrual

Vacation accrual rates shall be as indicated by **Table 2**. Vacation shall stop accruing when the specified maximum accrual has been reached. Vacation accrual shall resume at the specified rate when accrued hours drop below the maximum value.

Table 2

Years of continuous service (inclusive)*	Vacation Accrual Rate (hours/ 2-wk pay period)	Wks/Yr	Maximum Accrual (hrs)
0-5	4.62	3	200
>5-10	7.69	5	280
>10-15	9.23	6	320
>15-20	10.77	7	360
>20	12.31	8	400

*complete years, as calculated from date of hire

(b) Approval

- (i) The **Administrative Secretary** is eligible to take whatever vacation hours they have on the books, plus vacation hours earned through the end of the month preceding vacation.
- (ii) The **Administrative Secretary** may make a written request to the Fire Chief to take vacation hours not yet accrued. In the event the employee resigns or is terminated prior to the employee earning the vacation hours taken, the employer will reconcile the unearned vacation on the final paycheck at the employee's final rate of pay.
- (iii) A newly hired employee may not take vacation leave until completion of at least six (6) months of service. Thereafter, vacation is subject to approval of the Fire Chief.

Section 6.04 Sick Leave

Sick leave is hereby defined to mean the absence from duty of employee because of illness, injury, or exposure to a contagious disease, not otherwise designated as, or qualifying for worker's compensation benefit.

(a) Accrual

The **District** shall provide 11.08 hours of sick leave (without loss of pay) for each two-week period. Sick leave may accrue without limit.

Administrative Secretary
July 1, 2020– June 30, 2021

(b) Buyback

The **Administrative Secretary** who completed five (5) years paid service with the **District** shall become eligible to receive payment for a portion of his/her unused sick leave beginning with accruals for the sixth (6) year. Each year, on or after the January 1st following the calendar year of accrual, each eligible employee shall be paid for 10% of their sick leave hours accrued during the portion of the year they were eligible, subject to the following conditions:

- (i) To be eligible for buyback, the employee shall have used no more than ninety-six (96) hours of sick leave during the calendar year, and shall be in paid status or on leave of absence on the last day of the year.
- (ii) The compensation rate used shall be double (two times) the employee's hourly rate, exclusive of overtime pay, received during the year of accrual.
- (iii) All such payments shall be made within thirty-one (31) days of the last day of each year.
- (iv) After deductions of hours paid, the remaining sick leave balances shall be accumulated to the credit of each employee and carried forward into subsequent years. This balance shall be available for the use of employee in the event of injury/illness; however, any balances remaining at separation shall be applied to PERS Section 20965 (Unused Sick Leave Credit).

Section 6.05 Bereavement

Leave with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. Immediate family shall mean an employee's child, adopted or stepchild, spouse, registered domestic partner, father, mother, stepparents, grandparents, grandchildren, brother, sister, or any of the above related to the spouse or domestic partner. For 40-hour employees, five (5) days of leave will be granted and shall be charged against sick leave balance. For 56-hour employees, two (2) 24-hour shifts will be granted and shall be charged against sick leave balance. The leave must be used in complete shifts. However, it may be used in non-consecutive days. Additional leave with or without pay may be granted with the approval of the Fire Chief and charged to the employee's leave banks if available. Use of sick leave balance for bereavement shall not count against the 96-hour maximum use provision of **Section 6.04(b) "Sick Leave Buy Back"**

Article VII. BENEFITS

Section 7.01 Healthcare

The **District** agrees to provide medical, dental, and life insurance to the **Administrative Secretary**.

(a) Medical Insurance

Administrative Secretary
July 1, 2020– June 30, 2021

- (i) The **District** has elected to contract with the Public Employees' Retirement System (PERS) to provide medical insurance coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans to active employees and retirees.
- (ii) As required by PEMHCA, the **District** shall pay directly to PERS the monthly Minimum Employer Contribution (MEC) towards the PEMHCA medical plan insurance premium for each active employee and retiree who elects to enroll in a PEMHCA medical plan.
- (iii) The **District** agrees to pay PERS an amount of money on behalf of the active employee and his or her eligible dependents when combined with the MEC, shall be the equivalent to one hundred percent (100%), reduced to (97%) beginning January 2016, of the monthly premium cost of the Bay Area PERS Choice PPO plan as the maximum allowable premium amount.
- (iv) The **Administrative Secretary** shall have the ability to choose any health plan up to the maximum allowable premium amount.
- (v) If the **Administrative Secretary** chooses a plan that exceeds the cost of the Bay Area PERS Choice PPO plan, he/she shall pay the additional premium through payroll deduction.

(b) Post Employment Health

The **District** agrees to provide continuing medical, dental, and life insurance for the retiring **Administrative Secretary** as follows:

- (i) At all times coverage provided shall be in accordance with coverage offered to current **Administrative Secretary**. This benefit shall terminate when the retiree becomes eligible for Medicare.
- (ii) Upon honorable retirement and the completion of a minimum of ten (10) years of service to this **District**, the **District** will pay a pro-rated percentage of the medical, dental and life insurance premium for the **Administrative Secretary** only.
- (iii) Initial percentage at completion of ten (10) years of service shall be twenty-five (25%) percent of the premium.
- (iv) After the initial ten (10) year minimum service requirement, the **District** shall increase, by five percent (5%) per year, the contribution rate, for each continuous year of service prior to honorable retirement.
- (v) Maximum **District** contribution shall be one hundred percent (100%) which would be reached upon twenty-five (25) years of paid service by the **Administrative Secretary**.
- (vi) The percent of benefit based on the calculation above when, combined with the MEC, shall be equivalent to the percent of the monthly premium as determined at retirement.
- (vii) At such time when a retiree becomes eligible for Medicare, **District** sponsored medical, dental and life insurance will be terminated, unless the employee elects to pay the associated premiums for said coverage. The **District** shall continue to contribute the MEC established by the PEMHCA.

Administrative Secretary
July 1, 2020– June 30, 2021

(c) Dental Insurance

- (i) The **District** agrees to provide the **Administrative Secretary** dental insurance as provided by Delta Dental or other provider, as selected by the **District**.
- (ii) The **District** agrees to pay 100% of the employee and her/his eligible dependents' premium consistent with Delta Dental.

(d) Life Insurance

The **District** agrees to pay the full cost of a \$55,000 term life insurance policy for the **Administrative Secretary**. The carrier shall be as selected by the **District**.

Section 7.02 Public Employees Retirement system (CalPERS)

(a) Classic Employee

The Retirement Program provided by the **District** shall be through the California Public Employees' Retirement System.

The **Administrative Secretary** position is classified as a local, miscellaneous member, in accordance with Section 20383 of said Retirement Law and is provided benefits under Section 21354 of the California Government Code, 2% at age 55 Full for Local Miscellaneous Members.

The following additional provisions of the Public Employees' Retirement Law shall apply:

- Section 20042 (One-year final compensation).
- Section 20965 (Unused sick leave credit - 8 hours = 1 day).
- Section 21574.5 (Indexed Level 1959 Survivor Benefits).

(b) Public Employment Pension Reform Act (PEPRA)

For employees hired 1/1/13 or later and who are NOT a member of the California Public Employees Retirement System (CalPERS) or a reciprocal agency, or those who have been separated from a public agency which contracts with CalPERS or a reciprocal agency for six months or more, the retirement benefit shall be:

- 2 % at age 62; 3 year final compensation

The required employee contribution rate as a percentage of payroll shall be:

- At least 50% of the normal cost of the retirement benefit as calculated by CalPERS.

Article VIII. SAVINGS CLAUSE

If any article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable due to any existing or subsequent enacted legislation or by judicial

Administrative Secretary
July 1, 2020– June 30, 2021

authority, all remaining Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of the MOU. In the event of invalidation of any Article or Section, the **District** and the **Administrative Secretary** agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.

This MOU constitutes a full and complete agreement between the parties on all matters within the scope of representation.

Article IX. GRIEVANCE PROCEDURE

Scotts Valley Fire Protection **District** Policy 901 dated March 23, 1998 is hereby referenced as the grievance procedure for grievances of disciplinary action. Scotts Valley Fire Protection **District** Policy 902 dated June 9, 1999 is hereby referenced as the grievance procedure for all other grievances.

Article X. TERM OF AGREEMENT

The term of this Memorandum of Understanding is from July 1, 2020 to and inclusive of June 30, 2021. Negotiations for a successor Memorandum of Understanding shall begin at the request of either party between January and June of 2021. This MOU shall remain in effect until a new MOU is mutually agreed upon or the impasse process has been completed.

Article XI. MODIFICATIONS TO MOU

Any proposed modifications to this Memorandum of Understanding shall be subject to meet and confer for resolution.

Administrative Secretary
July 1, 2020– June 30, 2021

Article XII. SIGNATURES

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the **Administrative Secretary**, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations covering such employee. This MOU shall be presented to the Scotts Valley Fire Protection **District** Board of Directors, as the governing board of the **District**, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2020 and ending June 30, 2021.

<hr/>	<hr/>	<hr/>	<hr/>
Joe Parker	Date	Alicia Walton	Date
Board Negotiator		Administrative Secretary	
Scotts Valley		Scotts Valley	
Fire Protection District		Fire Protection District	

<hr/>	<hr/>
Robert L. Campbell	Date
Board Negotiator Scotts Valley	
Fire Protection District	
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MEMORANDUM OF UNDERSTANDING
Scotts Valley Fire Protection District
and
Secretary Receptionist
July 1, 2020– June 30, 2021
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Secretary Receptionist
July 1, 2020 – June 30, 2021

Article I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Scotts Valley Fire Protection **District**, hereinafter referred to as **District**, and the **Secretary Receptionists** of the **District**, hereinafter referred to as **Secretary Receptionists**. The purpose of which is to establish a compensation and benefits package for the **Secretary Receptionist** job classification.

Article II. PREVAILING RIGHTS

The **District** agrees that all rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

The parties agree, that upon request by either party, to meet and confer on matters not in writing which may have been considered "rights" and which either party wishes, during the term of the Memorandum of Understanding, to modify.

Article III. RESERVATION OF MANAGEMENT RIGHTS

The parties acknowledge that it is the exclusive right of the **District** to: generally govern the work of the **District** and conduct of its employees; to determine the mission of the **District**; to determine the procedures and standards of selection for employment and promotion of employees; to direct its employees; to assign work to employees in accordance with the requirements determined by the **District**; to establish work schedules; to determine the content of job classifications; to hire, promote or lay off employees for lack of work or funds; to suspend, discipline and discharge employees for proper cause; to expand or diminish services; to determine the methods, means and personnel by which **District** operations are to be conducted; and to establish, publish and modify **District** policies, regulations and standard operating procedures.

Article IV. HOURS OF WORK AND UNIFORMS

Section 4.01 Assignment

The **Secretary Receptionists** shall work full-time at 40 hours per week or a prorated amount of full-time as scheduled by the Fire Chief. The regular scheduled hours will be used to calculate the prorated amount of a 40-hour workweek.

The **Secretary Receptionists** are designated as a confidential employees.

Section 4.02 Overtime

The **Secretary Receptionists** shall be compensated at the rate of 1.5 times the regular rate of pay for all hours worked in excess of forty (40) in the workweek. For payroll purposes, the workweek begins at 12:01 on Saturday and ends at 12:00 midnight on Friday.

Secretary Receptionist
July 1, 2020 – June 30, 2021

Section 4.03 Compensatory Time Off

The **Secretary Receptionists** may be eligible to receive compensatory time off (CTO) in lieu of cash overtime. Any request to receive CTO in lieu of cash must be approved in advance by the Fire Chief. CTO hours accrue at the rate of 1.5 hours of CTO for each hour of overtime worked.

The maximum allowable hours that may be contained in a CTO bank is 50 hours. Any overtime hours worked that would increase the employee's CTO bank beyond the 50 hour maximum will be paid out at 1.5 times the regular rate of pay.

Prior to receiving a step increase or salary increases, an employee will be paid for all hours in their CTO bank at their regular rate of pay.

Section 4.04 Call Back

Employees who are called-back to work by the **District** after having completed a regular schedule or who are called in to work by the District on a scheduled day off will be paid for all hours worked in connection with that call back, subject to a two-hour minimum. Unless otherwise provided by law, the employee's hours worked will begin upon arrival at the **District** offices to perform work.

Section 4.05 Uniforms

The **District** will provide the **Secretary Receptionists** with all **District** required uniform elements and equipment as directed by the Fire Chief.

The **District** will also provide uniform and equipment replacements, and provide for uniform maintenance as needed, as determined by the **District**.

Added: The **District** will report, for CalPERS Classic Members, the monetary value of the required uniform elements and equipment, uniform and equipment replacements, and uniform maintenance as special compensation on a quarterly basis not to exceed \$1,200 annually.

All issued uniform items are the property of the **District** and will be returned to the **District** or paid for by the **Secretary Receptionists** upon employee separation from the **District**.

Article V. COMPENSATION

Effective July 1, the base salary schedule for the classification of **Secretary Receptionist**, shall be as follows:

Step A	\$26.85 per hour
Step B	\$28.19 per hour
Step C	\$29.60 per hour

Secretary Receptionist
July 1, 2020 – June 30, 2021

Article VI. LEAVES

Section 6.01 Holidays

The **District** agrees to grant the **Secretary Receptionists** twelve (12) paid holidays each calendar year, as indicated by **Table 1**.

Table 1

New Years Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday of January)	Thanksgiving Day
President's Day (3rd Monday of February)	Friday Following Thanksgiving
Memorial Day (last Monday in May)	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in Sep)	New Years Eve (December 31)

Note: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

Section 6.02 Personal Leave

The **District** agrees to grant the **Secretary Receptionists** use of paid personal leave, as follows.

(a) Days

Secretary Receptionists shall be eligible to use two (2) personal leave days each calendar year.

Personal leave days shall be taken off as full days. Personal leave days may be used on any normal workday in the calendar year, subject to approval of the Fire Chief.

(b) Hours

Secretary Receptionists shall be eligible for an additional sixteen (16) personal leave hours per calendar year, in recognition of Branciforte Fire District responsibilities.

Personal leave hours shall be taken off in one-hour increments. Personal leave hours may be used on any normal workday of the calendar year. Any use of Personal Leave shall be subject to approval of the Fire Chief.

These personal leave hours shall only be available to **Secretary Receptionists** throughout the term of the Administration of Fire Services Agreement with Branciforte Fire Protection District. Upon termination of the Administration of Fire Services Agreement, any remaining personal leave hours may be used within the calendar year in which the termination occurs.

(c) Expiration

Secretary Receptionist
July 1, 2020 – June 30, 2021

Personal leave days and personal leave hours shall not accumulate. Un-used Personal leave days and personal leave hours shall be cashed out, at the employee's regular rate of pay, at the close of each calendar year or upon separation from employment.

Section 6.03 Vacation

Vacation is a leave of absence with pay granted to a **Secretary Receptionists** while employed by the **District**. Vacation leave shall be granted based on the number of hours accrued by **Secretary Receptionists**, subject to the following:

(a) Accrual

Vacation accrual rates shall be as indicated by **Table 2**. When a **Secretary Receptionist** works less than a 40-hour week (full time) the accrual rate and maximum accrual limit shall be prorated from a 40-hour workweek basis. Vacation shall stop accruing when the specified or prorated maximum accrual has been reached. Vacation accrual shall resume at the specified or prorated rate when accrued hours drop below the maximum value.

Table 2

Years of continuous service (inclusive)*	Vacation Accrual Rate (hours / 2-wk pay period)	Wks/Yr	Maximum Accrual (hrs)
0-5	4.62	3	200
>5-10	7.69	5	280
>10-15	9.23	6	320
>15-20	10.77	7	360
>20	12.31	8	400

*complete years, as calculated from date of hire

(b) Approval

- (i) **Secretary Receptionists** are eligible to take whatever vacation hours they have on the books, plus vacation hours earned through the end of the month preceding vacation.
- (ii) **Secretary Receptionists** may make a written request to the Fire Chief to take vacation hours not yet accrued. In the event the employee resigns or is terminated prior to the employee earning the vacation hours taken, the employer will reconcile the unearned vacation on the final paycheck at the employee's final rate of pay.
- (iii) A newly hired employee may not take vacation leave until completion of at least six (6) months of service. Thereafter, vacation is subject to approval of the Fire Chief.

Section 6.04 Sick Leave

Sick leave is hereby defined to mean the absence from duty of employee because of illness, injury, or exposure to a contagious disease, not otherwise designated as, or qualifying for worker's compensation benefit.

(a) Accrual

Secretary Receptionist
July 1, 2020 – June 30, 2021

The **District** shall provide 11.08 hours of sick leave (without loss of pay) for each two-week period. When a **Secretary Receptionist** works less than a 40-hour week (full time) sick leave accrual and sick leave payment shall be prorated from a 40-hour workweek basis. Sick Leave may accrue without limit.

(b) Buyback

Secretary Receptionists who complete five (5) years paid service with the **District** shall become eligible to receive payment for a portion of their unused sick leave beginning with accruals for the sixth (6) year. Each year, on or after the January 1st following the calendar year of accrual, each eligible employee shall be paid for 10% of their sick leave hours accrued during the portion of the year they were eligible, subject to the following conditions:

- (i) To be eligible for buyback, the employee shall have used no more than ninety-six (96) hours of sick leave during the calendar year, and shall be in paid status or on leave of absence on the last day of the year.
- (ii) The compensation rate used shall be double (two times) the employee's hourly rate, exclusive of overtime pay, received during the year of accrual.
- (iii) All such payments shall be made within thirty-one (31) days of the last day of each year.
- (iv) After deductions of hours paid, the remaining sick leave balances shall be accumulated to the credit of each employee and carried forward into subsequent years. This balance shall be available for the use of employee in the event of injury/illness; however, any balances remaining at separation shall be applied to PERS Section 20965 (Unused Sick Leave Credit).

Section 6.05 Bereavement

Leave with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. Immediate family shall mean an employee's child, adopted or stepchild, spouse, registered domestic partner, father, mother, stepparents, grandparents, grandchildren, brother, sister, or any of the above related to the spouse or domestic partner. For 40-hour employees, five (5) days of leave will be granted and shall be charged against sick leave balance. For 56-hour employees, two (2) 24-hour shifts will be granted and shall be charged against sick leave balance. The leave must be used in complete shifts. However, it may be used in non-consecutive days. Additional leave with or without pay may be granted with the approval of the Fire Chief and charged to the employee's leave banks if available. Use of sick leave balance for bereavement shall not count against the 96-hour maximum use provision of **Section 6.04(b)** "Sick Leave Buy Back"

Article VII. BENEFITS

Section 7.01 Healthcare

The **District** agrees to provide medical, dental, and life insurance to the **Secretary Receptionists** who work a minimum of 20 hours per week. Medical, dental and life insurance premiums paid by

Secretary Receptionist
July 1, 2020 – June 30, 2021

the **District** will be based on a prorated amount of a 40-hour week, when working less than full time.

(a) Medical Insurance

- (i) The **District** has elected to contract with the Public Employees' Retirement System (PERS) to provide medical insurance coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans to active employees and retirees.
- (ii) As required by PEMHCA, the **District** shall pay directly to PERS the monthly Minimum Employer Contribution (MEC) towards the PEMHCA medical plan insurance premium for each active employee and retiree who elects to enroll in a PEMHCA medical plan.
- (iii) The **District** agrees to pay PERS an amount of money on behalf of the active employee and his or her eligible dependents when combined with the MEC, shall be the equivalent to one hundred percent (100%), reduced to (97%) beginning January 2016, of the monthly premium cost of the Bay Area PERS Choice PPO plan as the maximum allowable premium amount.
- (iv) **Secretary Receptionists** shall have the ability to choose any health plan up to the maximum allowable premium amount.
- (v) If a **Secretary Receptionist** chooses a plan that exceeds the cost of the Bay Area PERS Choice PPO plan, he/she shall pay the additional premium through payroll deduction.

(b) Post Employment Health

The District will provide each Secretary Receptionist \$3,000 per year on a pro-rated basis for Post Employment Healthcare. Payment will be made in an amount of \$115.38 per pay period (\$3,000 ÷ 26 pay periods per year).

- (i) It is the employee's responsibility to direct the funds to their choice of investment options, including, but not limited to, the **District** sponsored deferred compensation program.
- (ii) Since this is a contribution to cover post-employment health benefits, the amount being contributed by the **District** will not be considered part of the employee's base pay for purposes of calculating hourly rate, overtime or other related payroll calculations and will not be reportable to CalPERS as compensation.
- (iii) Upon retirement, the **District** shall continue to contribute the MEC established by the PEMHCA. The retiree may participate in the then current **District**-sponsored health care plan, but the intent is for the benefit to be funded by the retiree utilizing the previously established reimbursement fund.

(c) Dental Insurance

- (i) The **District** agrees to provide the **Secretary Receptionists** dental insurance as provided by Delta Dental or other provider, as selected by the **District**.
- (ii) The **District** agrees to pay 100% of the employee and her/his eligible dependents' premium consistent with Delta Dental.

Secretary Receptionist
July 1, 2020 – June 30, 2021

(d) Life Insurance

The **District** agrees to pay the full cost of a \$55,000 term life insurance policy for the **Secretary Receptionists**. The carrier shall be as selected by the **District**.

Section 7.02 Public Employees Retirement system (CalPERS)

(a) Classic Employee

The Retirement Program provided by the **District** shall be through the California Public Employees' Retirement System. Retirement benefits will be based on a prorated amount of a 40-hour week when working less than full-time.

The **Secretary Receptionist** position is classified as a local, miscellaneous member, in accordance with Section 20383 of said Retirement Law and is provided benefits under Section 21354 of the California Government Code, 2% at age 55 Full for Local Miscellaneous Members.

The following additional provisions of the Public Employees' Retirement Law shall apply:

- Section 20042 (One-year final compensation).
- Section 20965 (Unused sick leave credit - 8 hours = 1 day).
- Section 21574.5 (Indexed Level 1959 Survivor Benefits).

(b) Public Employment Pension Reform Act (PEPRA)

For employees hired 1/1/13 or later and who are NOT a member of the California Public Employees Retirement System (CalPERS) or a reciprocal agency, or those who have been separated from a public agency which contracts with CalPERS or a reciprocal agency for six months or more, the retirement benefit shall be:

- 2 % at age 62; 3 year final compensation

The required employee contribution rate as a percentage of payroll shall be:

- At least 50% of the normal cost of the retirement benefit as calculated by CalPERS.

Article VIII. SAVINGS CLAUSE

If any article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable due to any existing or subsequent enacted legislation or by judicial authority, all remaining Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of the MOU. In the event of invalidation of any Article or Section, the **District** and the **Secretary Receptionists** agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.

Secretary Receptionist
July 1, 2020 – June 30, 2021

This MOU constitutes a full and complete agreement between the parties on all matters within the scope of representation.

Article IX. GRIEVANCE PROCEDURE

Scotts Valley Fire Protection **District** Policy 901 dated March 23, 1998 is hereby referenced as the grievance procedure for grievances of disciplinary action. Scotts Valley Fire Protection **District** Policy 902 dated June 9, 1999 is hereby referenced as the grievance procedure for all other grievances.

Article X. TERM OF AGREEMENT

The term of this Memorandum of Understanding is from July 1, 2020 to and inclusive of June 30, 2021. Negotiations for a successor Memorandum of Understanding shall begin at the request of either party between January and June of 2021. This MOU shall remain in effect until a new MOU is mutually agreed upon or the impasse process has been completed.

Article XI. MODIFICATIONS TO MOU

Any proposed modifications to this Memorandum of Understanding shall be subject to meet and confer for resolution.

Secretary Receptionist
July 1, 2020 – June 30, 2021

Article XII. SIGNATURES

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the **Secretary Receptionists**, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations covering such employee.

This MOU shall be presented to the Scotts Valley Fire Protection **District** Board of Directors, as the governing board of the **District**, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2020 and ending June 30, 2021.

<hr/> Joe Parker Board Negotiator Scotts Valley Fire Protection District	<hr/> Date	<hr/> Megan Bridges Secretary Receptionist Scotts Valley Fire Protection District	<hr/> Date
<hr/> Robert L. Campbell Board Negotiator Scotts Valley Fire Protection District	<hr/> Date	<hr/> Michelle Mayfield Secretary Receptionist Scotts Valley Fire Protection District	<hr/> Date

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SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Date: August 12, 2020
To: Board of Directors
From: Steve M. Kovacs, Fire Chief
Subject: 2020/2021 Final Budgets

Recommendation

1. Adopt the 2020/2021 Final Budgets as presented:

685010	General Fund:	\$9,645,454
685030	Capital Outlay/Zone A:	\$1,445,106
685040	SCHMIT:	\$ 407,714

Background

The Board of Directors must pass a preliminary budget before June 30th and a final budget by October 1st of each year.

General Fund

Revenue

The Fund Balance beginning this fiscal year is \$1,580,241.

An estimated increase to property tax of 4% has been included in the final budget as recommended by the County Auditor's Office.

Revenue from Plan Check and Inspection Fees for FY 2020/2021 are estimated at \$15,000, while the estimated expenditures for contract plan check and inspection services are \$10,000.

Revenue from Strike Teams is budgeted at \$250,000, and offset in the budget as an overtime expenditure.

Expenditures

The Salaries and Benefits budget includes a Cost of Living Adjustment (COLA), based on the expected MOU adoptions. Overtime and Call Back are budgeted to reflect the trend over the last few years. Years with high fire activity have increased overtime, which is reimbursed by forest agencies and shown as revenue during those years. All allocated positions are funded.

The CalPERS Safety Retirement Plan is 21.746% of payroll, which is up from the 2019/2020 fiscal year amount of 20.073%. The Unfunded Accrued Liability's (UAL) annual lump sum prepayment option for the Safety Plan is \$761,892, which is up from the 2019/2020 payment of \$636,480.

Board of Directors

Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta

2020/2021 Final Budgets
August 12, 2020

The CalPERS Miscellaneous Plan is 11.031% of payroll which is up from the 2019/2020 fiscal year amount of 10.221%. The UAL's annual lump sum prepayment option for the Miscellaneous Plan is \$19,557, which is up from the 2019/2020 payment of \$15,909.

The employer rate for new CalPERS safety employees hired after January 1, 2013, is 13.044% of payroll, up from the 2019/2020 rate of 13.034%. Non-safety employee rate is 7.732% of payroll, up from the 2019/2020 rate of 6.985%.

This represents a budgeted amount of \$1,460,560, payable to CalPERS, which represents a \$224,837 increase over 2019/2020.

From the Fund Balance, \$284,000 is budgeted to pre-fund the OPEB Account, an additional \$150,000 is allocated to pay down CalPERS Unfunded Accrued Liability and Reserves are set at \$1,110,179 to meet minimum requirements as per Policy.

Health insurance is budgeted for an 8% increase effective January 1, 2021. Retiree health insurance is budgeted at \$80,025, an increase of \$5,114 over last year.

Workers compensation insurance is \$353,000, an increase of \$120,538 over last year.

The Services and Supplies budget is \$766,640, which is an increase of \$1,640 over last year.

The Contributions to Other Agencies is for the District's share of the LAFCO budget which is estimated at \$9,000.

A \$100,000 transfer to the Capital Outlay is budgeted and \$50,000 for Contingencies.

The General Fund Final Budget is balanced by using \$470,062 from the Fund Balance.

Capital Outlay/Zone A

The beginning fund balance is \$1,194,260. An estimated increase to property tax of 4% has been included as recommended by the County Auditor's Office. Besides auditing and accounting costs, \$314,500 is budgeted for the Fire Facilities upgrades and Equipment, \$1,030,606 in General Reserves for future projects and \$100,000, for contingencies.

Revenue consists of Capital Outlay/Zone A Tax collection of \$130,846, a \$100,000 transfer from the General Fund and \$20,000 in interest.

SCHMIT

The beginning fund balance for the Santa Cruz Hazardous Materials Interagency Team is \$119,132. Services and Supplies are to support the operating costs of the team in the amount of \$79,900, which includes a \$5,500, charge for management of the program. Personnel costs include \$20,000 for reimbursement to response agencies in the event of an activation and \$110,000, for differential costs for the response agencies. A grant has been awarded in the amount of \$105,770 for an Atmospheric Monitoring System. Due to the COVID-19 Pandemic and revenue losses to the stakeholders, there will not be an increase in revenue for the 2020/2021 Fiscal Year.

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL GENERAL FUND BUDGET (685010)
2020/2021 FY**

Account #	Revenue Description	Revenue Amount	Expense Category	Expense Amount
40100	Prop Tax-Current Secured	7,374,422	Salaries & Benefits	7,609,635
40110	Prop Tax-Current Unsecured	153,698	Services & Supplies	766,640
40150	Supplemental Prop Tax-Current Secured	84,000	Other Charges	9,000
40151	Supplemental Prop Tax-Current Unsecured	2,000	Contingencies	50,000
40160	Supplemental Prop Tax-Prior Sec, Supplemental	3,000	Operating Transfer Out	100,000
40330	Licenses and Permits	15,000		
40430	Interest	3,000		
40440	Rents and Leases	1,200		
40830	St-Homeowners' Property Tax Relief	40,322		
40894	ST-Aid Others	250,000		
42010	SCHMIT & B40 Administrative Services	114,071		
42055	SCHMIT Reimbursement	22,000		
42384	Other Revenue	2,500		
42462	Transfer In From Capital Outlay/Zone A	0		
	Total Revenue	8,065,213	Total Expenditures	8,535,275
	Fund Balance General Fund	1,580,241	General Reserves	1,110,179
	Grand Total	9,645,454		9,645,454

Notes:

1. Schedule of Revenue: 50% in December, 45% in April and 5% in June
2. Account 40330 - Revenue from Permits, Plan Checks and Inspections
3. Account 40440 - Revenue from the Lease of the Marywood Property
4. Account 40894 - Revenue from Statewide Strike Teams and Overhead Assignments
5. Account 42010 - Revenue of \$5500 for SCHMIT Administration and \$108,571 for B40 Admin and Management
6. Account 42055 - Reimbursement for Personnel - Haz Mat Stipends and Training
7. Account 42384 - Revenue from CPR Classes, Donations, and Misc. Revenue
8. Fund Balance as of July 1, 2020
9. Reserves = Balance as per Policy 1608 - Reserve Guidelines.
10. Account 40100 reflects a 4% increase as per Santa Cruz County Auditor's Office.

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL GENERAL FUND BUDGET (685010)
2020/2021 FY**

Expenditure Summary		
Account #	Category	Amount
Salaries and Benefits		
51000	Regular Pay, Perm.	3,615,000
51005	Overtime Pay	270,000
51010	Regular Pay, Extra help	55,280
51025	Regular Call Back Pay	200,000
51040	Differential Pay	181,248
52010	Medicare Tax	62,189
52015	Retirement	1,616,560
53010	Employee Group Insurance	741,505
53015	Unemployment Insurance	7,748
54010	Workers' Compensation Ins	353,000
55020	Misc. Benefits: Sick Leave Reserve	29,689
55021	Misc. Benefits: Vacation Payoff	477,416
	Total Salaries and Benefits	7,609,635
Services and Supplies		
61110	Clothing and Personal Supplies	18,700
61125	Uniforms	17,800
61215	Radio Services and Communications	70,600
61221	Telephone and Telegraph	14,600
61310	Food	7,500
61425	Household Expense	5,500
61535	Insurance	42,200
61720	Maintenance Mobile Equipment	80,000
61725	Maintenance Office Equipment	23,750
61730	Maintenance Other Equipment	21,100
61845	Maintenance Structure & Grounds	22,700
61920	Medical Supplies	10,000
62020	Memberships	5,165
62111	Miscellaneous Expense	6,500
62219	Computer Software	22,700
62223	Office Expense	15,400
62301	Accounting & Auditing Fees	78,100
62327	Directors Fees	9,500
62358	Laundry Service	1,450
62367	Medical Services	19,500
62381	Professional/Special Services	89,500
62420	Publications and Legal Notices	2,000
62500	Rents and Leases, Equipment	1,000
62715	Small Tools and Instruments	23,000
62888	Special District Expense	12,000
62890	Subscriptions	3,925
62914	Education & Training	57,900
62920	Gas, Oil and Fuel	37,050
62930	Conference Tuition - Registrations	16,500
63070	Utilities	31,000
	Total Services & Supplies	766,640
Other Charges		
74110	Principal on Long Term Debt	0
74425	Interest on Long Term Debt	0
75231	Contributions to Other Government Agencies	9,000
	Total Other Charges	9,000
Operating Transfers Out		
90000	Transfer To Capital Outlay/Zone A (685030)	
	Total Operating Transfer Out	100,000
Appropriation for Contingencies		
98700	Contingencies	50,000
	Total Appropriation for Contingencies	50,000
	TOTAL EXPENDITURES	8,535,275

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL CAPITAL OUTLAY/ZONE A BUDGET (685030)
2020/2021 FY**

Account #	Revenue Description	Revenue Amount	Expense Category	Expense Amount
40100	Prop Tax-Current Secured	126,024	Services and Supplies	212,500
40110	Prop Tax-Current Unsecured	2,631	Fixed Assets	102,000
40150	Supplemental Prop Tax-Current Secured	1,500	Operating Transfer Out	0
40151	Supplemental Prop Tax-Current Unsecured	0	Contingencies	100,000
40430	Interest	20,000		
40830	St-Homeowners' Property Tax Relief	691		
42462	Transfer In From General Fund	100,000		
	Total Revenue	250,846	Total Expenditures	414,500
	Fund Balance General Fund	1,194,260	General Reserves	1,030,606
	Grand Total	1,445,106		1,445,106

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL CAPITAL OUTLAY/ZONE A BUDGET (685030)
2020/2021 FY**

Expenditure Summary		
Account #	Category	Amount
	Services and Supplies	
61110	Clothing & Personal Supplies	20,000
61845	Maintenance Structure & Grounds	65,000
62223	Office Supplies	4,000
62301	Accounting & Auditing Fees	5,000
62381	Professional Services	75,000
62710	Equipment	41,500
62715	Small Tool	2,000
	Total Services and Supplies	212,500
	Fixed Assets	
86110	Structures and Improvements	60,000
86204	Equipment	42,000
	Total Fixed Assets	102,000
	Operating Transfer Out	
90000	Transfer To General Fund (685010)	
	Total Operating Transfer Out	0
	Appropriation for Contingencies	
98700	Contingencies	100,000
	Total Appropriation for Contingencies	100,000
	Total Expenditures	414,500

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL SCHMIT BUDGET (685040)
2020/2021 FY**

Account #	Revenue Description	Revenue Amount	Expense Category	Expense Amount
40430	Interest	400	Services and Supplies	79,900
40894	Grant Funding	105,770	Personnel costs	130,000
			Fixed Assets	105,800
41150	Haz Mat Contract Contributions:		Contingencies	25,000
	Santa Cruz County	87,916		
	City of Santa Cruz	35,843		
	City of Watsonville	30,940		
	City of Scotts Valley	7,608		
	City of Capitola	6,763		
	UCSC	7,279		
	State Parks	6,063		
	Total Contributions From Other Agencies	182,412		
	Total Revenue	288,582	Total Expenditures	340,700
	Fund Balance General Fund	119,132	General Reserves	67,014
	Grand Total	407,714		407,714

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
FINAL SCHMIT BUDGET (685040)
2020/2021 FY**

	Expenditure Summary	
Account #	Category	Amount
	Services and Supplies	
61110	Protective Clothing	10,600
61221	Telephone and Telegraph	600
61535	Insurance	2,200
61720	Maintenance, Mobile Equipment	15,000
61725	Maintenance, Office Equipment	1,200
61730	Maintenance, Other Equipment	9,200
61920	Medical Supplies	1,000
62219	Computer Software	3,000
62301	Accounting and Auditing	600
62365	Management Services	5,500
62715	Small Tools and Instruments	8,500
62888	Special District Expense	1,250
62914	Training	20,600
62920	Fuel	650
	Total Services and Supplies	79,900
	Contributions to Agencies	
75268	Reimbursement of Costs to Agencies	110,000
75276	Emergency Response Reimbursement	20,000
	Total Contributions to Agencies	130,000
	Fixed Assets	
86204	Equipment	105,800
	Total Fixed Assets	105,800
	Appropriation for Contingencies	
98700	Contingencies	25,000
	Total Appropriation for Contingencies	
	Total Expenditures	340,700

SCOTTS VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2020-8

RESOLUTION ADOPTING FINAL BUDGET
FOR FISCAL YEAR 2020/2021

WHEREAS, Sections 13890, 13891 and 13893 of the California Health and Safety Code have been complied with; and

WHEREAS, a public hearing has been completed, during which time all additions and deletions to the proposed budget for 2020/2021 were made;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED in accordance with Section 13895 of the California Health and Safety Code, the Final Budget of the Scotts Valley Fire Protection District of Santa Cruz County for which the Board of Directors is the governing board, for fiscal year 2020/2021 and is hereby adopted in accordance with the following:

Final Scotts Valley Fire Protection District Budget

General Fund	Index 685010	\$9,645,454
Capital Outlay/Zone A	Index 685030	\$1,445,106
SCHMIT	Index 685040	\$ 407,714

BE IT FURTHER RESOLVED that the appropriations for each budget unit which constitute the respective totals for each of the objects of the expenditures listed are attached hereto and known as the Final Budget (on file with the Secretary of the Board).

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, at a regular meeting held on August 12, 2020, by the following vote:

AYES NOES ABSENT ABSTAIN


Director Robert Campbell
Director Edward Harmon
Director Joseph Parker
Director Russ Patterson
Director Daron Pisciotta

ATTEST:

Steve M. Kovacs
Board Secretary

Daron Pisciotta
Board President

cc: County Auditor/Controller

Scotts Valley Fire Protection District	
POLICY: 504	SUBJECT: Duty Chief Statement
DATE APPROVED: August 12, 2020	
BOARD PRESIDENT: _____	FIRE CHIEF: _____

Policy 504: Duty Chief Duty Statement


The duty chief is a chief officer or acting chief officer who is available for 24-hour emergency response. Normally, the three assigned chiefs will rotate duty coverage on a 24-hour shift basis. This policy addresses the parameters for duty chief coverage.

Availability

1. The duty chief will be available for incident responses on an initial attack basis for the duration of the coverage period. The typical coverage will be from within the District, but a 15-minute radius will be acceptable.
2. The duty chief will respond to all structure and wildland fires, any large-scale incident, and upon request of the company officer. He/she will also be available to offer guidance to company officers.
3. Communication and coordination with the company officers will be an integral part of duty chief coverage.
4. Under unique circumstances due to unusual episodes of long term coverage with limited relief, the fire chief may approve coverage from home by a qualified duty chief.
5. Response out of the District based on a mutual aid request is allowed as long as there is an assurance of duty chief coverage for the District.

Time Off for Chief Officers

1. Vacation time will be accrued as per the applicable employment agreement. Requests for vacation must be approved by the fire chief.

Scotts Valley Fire Protection District	
POLICY: 504	SUBJECT: Duty Chief Duty Statement

2. When a chief officer takes vacation time, it will be with the understanding that he/she will not have responsibility for duty coverage.
3. Coordination of time off will be essential to assure that there is adequate duty chief officer coverage with some level of backup to be determined as acceptable by the fire chief.

Selection of a duty chief to cover for absences will be done consistent with policies and procedures regarding call back.


Incident responses by chief officers outside of normal work hours are compensated at time and one half consistent with the current labor agreement.

Acting Battalion Chief-Out of Class

Scotts Valley Fire Protection District encourages all non-probationary Captains to become certified as an Acting Battalion Chief. The District is obligated to prepare its supervisors for the responsibilities of the position, and the Acting Battalion Chief Certification Program is the official means by which this will be accomplished. Benefits for the successful Acting Battalion Chief candidate are the ability to act *Out Of Class* as an Acting Battalion Chief and to assist in preparation for future career possibilities. Benefits for the District are that it will provide career track training for our future leaders, and have a certified group of Acting Battalion Chiefs with which to fill needed slots in the future. Only an Acting Battalion Chief qualified individual will be able to fill short-term *out of class* slots in the daily staffing schedule.

An Acting Battalion Chief Task Book has been developed to guide the prospective Acting Battalion Chief through the certification process. Qualified Captains can initiate the Task Book by consulting with their Battalion Chief and the Training Chief. The process is intended to be a self-paced program with a one-year completion requirement. Depending upon the category and their own qualifications, the candidate's Battalion Chief, the Training Chief, or the Fire Chief may sign off in the task book.

Every effort will be made by the Fire District, including the individual's Battalion Chief, to provide training, instruction, and practice sessions necessary to successfully meet the District's requirements for certification as an Acting Battalion Chief. Training opportunities (simulations, classroom instruction, drills, and scenarios) will be provided to facilitate the necessary skills and knowledge to provide competency.

Scotts Valley Fire Protection District	
POLICY: 504	SUBJECT: Duty Chief Duty Statement

The Acting Battalion Chief Task book is intended to prepare candidates with the knowledge and ability to supervise Captains and their companies in emergency and non-emergency situations. The Task book is a compilation of numerous manipulative tests (e.g. simulations and actual incidents), written exams, etc. The Acting Battalion Chief Task book will be maintained and updated as necessary by the District Training Officer.

The candidate's shift Battalion Chief will provide most of the training, instruction, and practice sessions necessary for successful completion of the task book and testing process. Upon successful completion of the Acting Battalion Chief Task Book, the staffing program profile of the candidate will be amended to include Acting Battalion Chief certification, and the candidate will be able to act as a Battalion Chief when necessary.

Upon successful completion of Acting Battalion Chief certification, the qualified Acting Battalion Chief must occasionally re-train in the various areas covered in order to maintain competency in those areas. Working in *Out of Class* assignments as an Acting Battalion Chief is the best way to do this, but may not always be available. Examples include "trading seats", similar practice, or reviewing current Acting Battalion Chief Task Book Skills.


Captains who meet the basic requirements may be an Acting Duty Chief:

- Completion of a minimum of two years' experience as a Captain (Line/Shift) in the Scotts Valley Fire Protection District.
- Meet educational requirements for Captain Step 3 specified in Policy 1705
- Successful completion of a District administered test.
- Successful completion of 5 or more shifts of performance in the role of a Battalion Chief under the oversight of the shift battalion.
- Completed and signed Acting Battalion Chief Task Book
- Meet above outlined requirements

Selection of acting duty chiefs will be made by the fire chief.


Compensation

Acting duty chiefs who are filling in during periods not normally assigned to cover vacation, sick leave, industrial disability leave or other absences will be compensated using the following formula:

Scotts Valley Fire Protection District	
POLICY: 504	SUBJECT: Duty Chief Duty Statement


(Battalion Chief 1 hourly rate minus Captain 2 hourly rate = differential paid.)

The acting battalion chief trainee will only do ride-along hours while on duty, performed without additional compensation, and is voluntary.

Scotts Valley Fire Protection District	
POLICY: 603 DATE APPROVED: BOARD CHAIR: _____	SUBJECT: Acting Company Officers FIRE CHIEF: _____

Policy 603: Acting Company Officers

1. Acting Company Officers shall have the authority of, and be required to enforce, the regulations and orders of the position they are filling, and will be charged with the knowledge, and will be accountable for, the execution of the duties of such rank.
2. Acting Company Officers shall be accorded all the privileges pertaining to the office in which they are acting and shall be obeyed and respected accordingly.
3. No Acting Company Officer shall annul or alter the standing orders of the regular officer without the specific authority of a superior officer.
4. Regularly appointed officers shall have precedence of command over those acting in the same rank.
5. Any ride-along hours while on duty, shall be performed without additional compensation and is voluntary.

Scotts Valley Fire Protection District	
POLICY: 1505 DATE 8/12/2020 APPROVED: BOARD PRESIDENT: _____	SUBJECT: Career Development Guide FIRE CHIEF: _____

Policy 1505: Career Development Guide

The Scotts Valley Fire Protection District endeavors to have the best-trained personnel possible. The *Career Development Guide (charts attached)* outlines specific requirements for each position as identified. These requirements are a combination of education, training, skills, and experience that are achieved through in-house training and outside education.

Attachment 1505-1 Career Development Guide (2020)

Attachment 1505-2 Officers Career Development Guide (2020)

All employees holding the rank of Captain Step 1, 2, 3 or Engineer Step 3 on January 11, 2017, and who have a California State Fire Marshal Company Officer Certification on file with the District, are exempt from the Company Officer 2 series classes, as outlined in the Officers Career Development Guide.

All employees holding the rank of Captain Step 3 on January 11, 2017, may substitute successful completion of the equivalent Chief Officer 2 series class for the new Chief Fire Officer 3 series class as specified here:

Fire Management 2A for Chief Fire Officer 3A (Human Resources/Relations)

Fire Management 2B for Chief Fire Officer 3B (Budget and Financial Management)

Fire Management 2C for Chief Fire Officer 3C (Administration and Labor Relations)

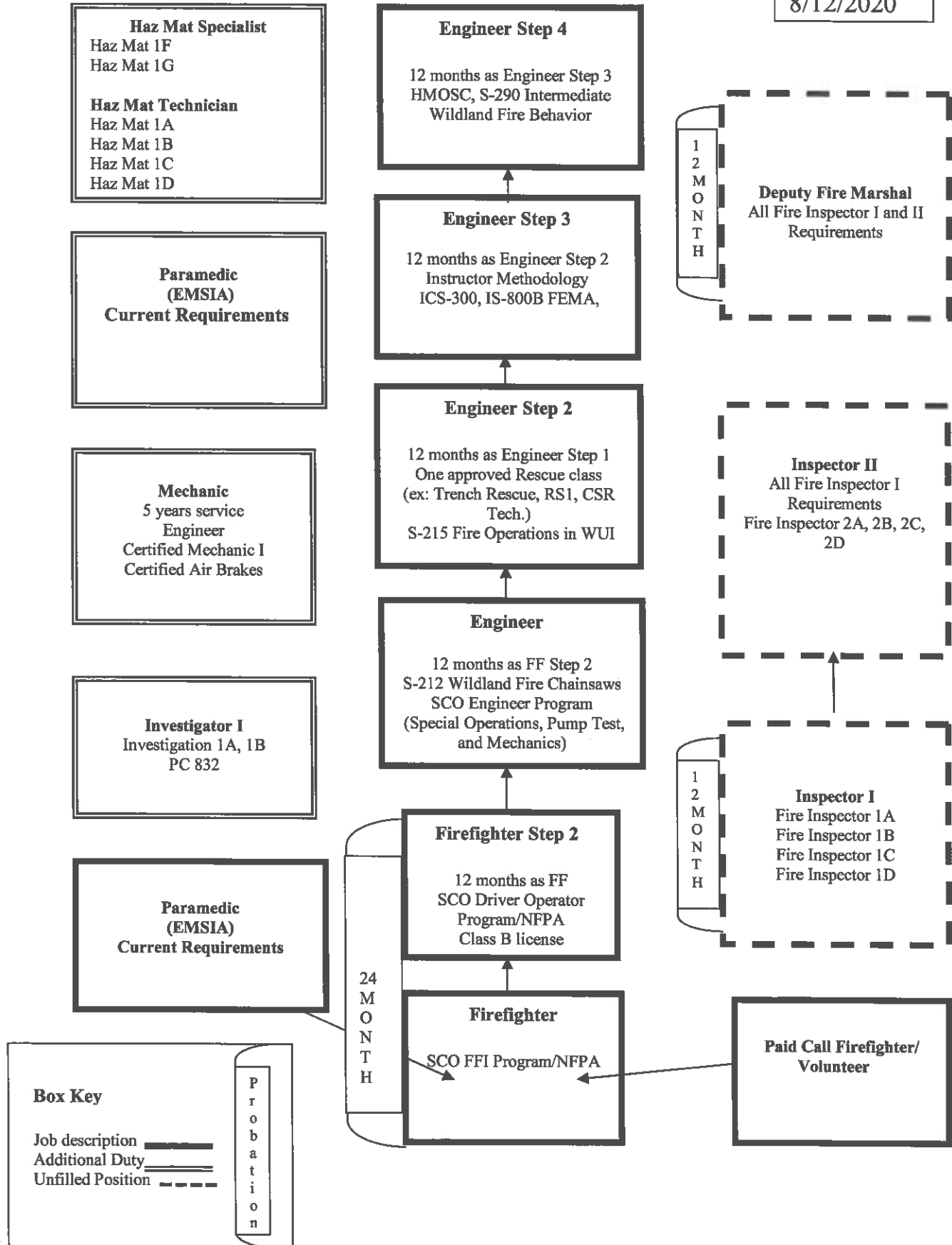
There is no Chief Officer 2 series equivalent for Chief Fire Officer 3D

All employees holding the rank of Battalion Chief 3 on January 11, 2017, are exempt from the Chief Fire Officer 3 series classes, as outlined in the Officers Career Development Guide.

Scotts Valley Fire Protection District

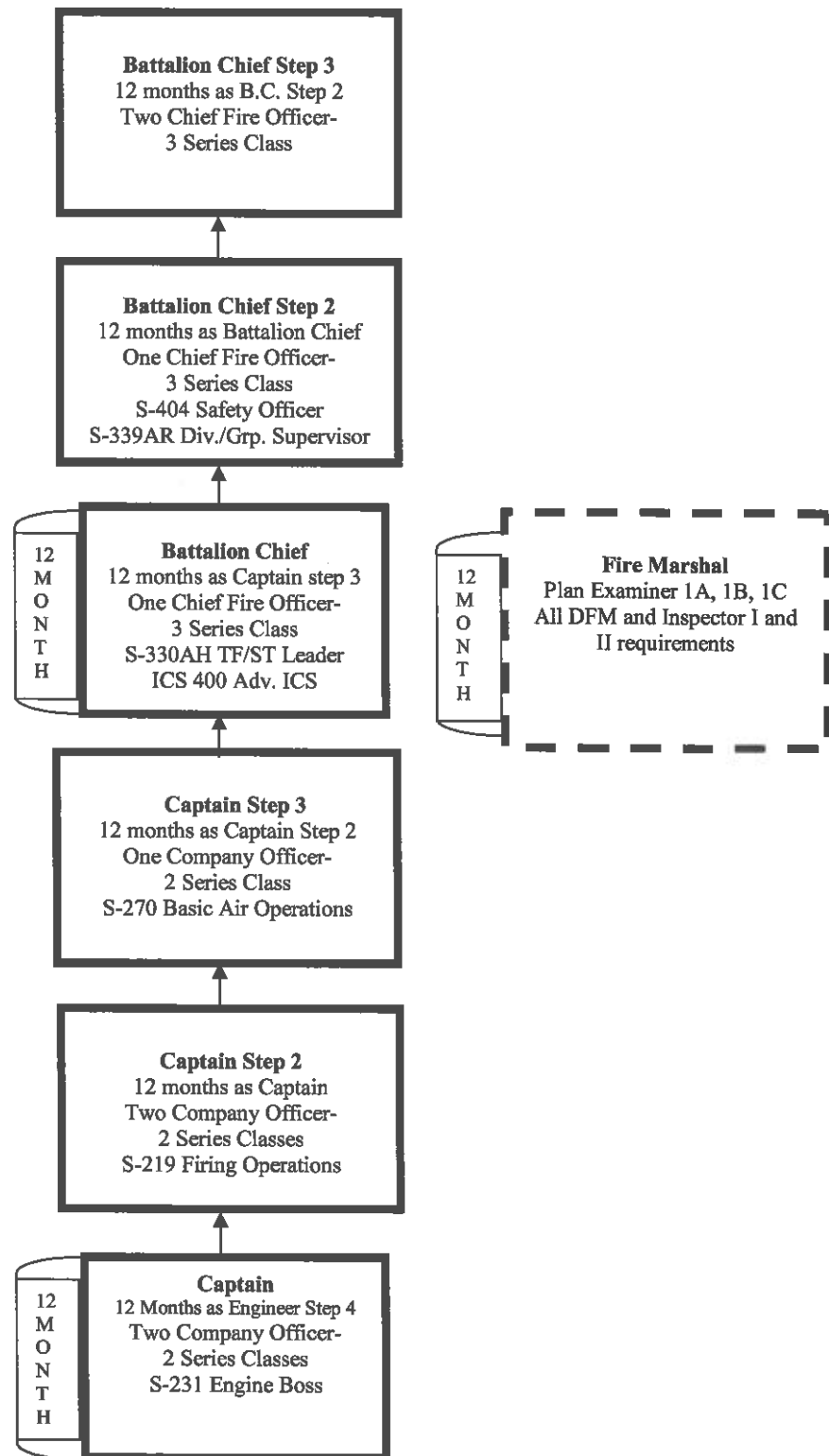
Career Development Guide


8/12/2020



Scotts Valley Fire Protection District Officers Career Development Guide

8/12/2020



Scotts Valley Fire Protection District	
POLICY: 1703 DATE 8/12/2020 APPROVED: BOARD PRESIDENT: _____	SUBJECT: Battalion Chief Job Description FIRE CHIEF: _____

BATTALION CHIEF

Job Description


REPORTS TO: Fire Chief

SUPERVISES: Fire Captains

BASIC FUNCTION:

The Battalion Chief is an administrative staff position that performs supervisory and command functions as assigned. Under the supervision and direction of the Fire Chief, the Battalion Chief is to provide responsible and technical assistance to the Fire Chief. He/she will manage various district divisions and programs and ensure that the mission and goals of the District are carried out. He/she shall exercise and promote effective communication and leadership skills. The Battalion Chief shall perform administrative, suppression, prevention and related duties as assigned. The Battalion Chief shall direct emergency scene activities, supervise and develop company officers and evaluate performance of employees. The Battalion Chief will ensure that personnel are trained in the proper fire service techniques and operations and oversee the maintenance of the Fire District facilities and apparatus. The Battalion Chief will create staff reports and written communications and manage such collateral duties as: hazardous materials response, fire suppression operations, training, disaster planning, mutual aid, emergency medical services, facilities, fire prevention, fire investigations, apparatus, public education, communications and other related duties as may be required.

The Battalion Chief will provide Duty Chief coverage on a shift basis. A 15-minute response time criteria is required.

Scotts Valley Fire Protection District	
POLICY: 1703	SUBJECT: Battalion Chief Job Description

BATTALION CHIEF Step 1

CERTIFICATIONS/ QUALIFICATIONS:

- Shall have worked a minimum of one year as a Captain Step 3 with the Scotts Valley Fire Protection District and met all requirements for Captain Step 3.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before the next step increase: One Chief Fire Officer 3 series class, AH-330 (Strike Team/Task Force Leader All-Hazards), and ICS 400 (Advanced Incident Command System).
- Must possess and maintain a Class C California Driver License.
- Shall have satisfactorily met probationary obligations through periodic employee evaluations as outlined in the Policies and Procedures prior to moving to Battalion Chief Step 2.

BATTALION CHIEF Step 2

CERTIFICATIONS/QUALIFICATIONS:

- Shall have worked a minimum of one year as a Battalion Chief Step 1 with the Scotts Valley Fire Protection District and met all requirements for Battalion Chief Step 1.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before the next step increase: One additional Chief Fire Officer 3 series class, S-339AR (Division/Group Supervisor All-Risk), and S-404 Safety Officer.


BATTALION CHIEF Step 3

CERTIFICATIONS/QUALIFICATIONS:

- Shall have worked a minimum of one year as a Battalion Chief Step 2 with the Scotts Valley Fire Protection District and met all requirements for Battalion Chief Step 2.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before the next step increase: Two additional Chief Fire Officer 3 series classes.

DESIREABLE QUALIFICATIONS:

- College degree in Fire Protection technology, Public Administration or related field.

Scotts Valley Fire Protection District	
POLICY: 1705 DATE 8/12/2020 APPROVED: BOARD PRESIDENT: _____	SUBJECT: Fire Captain Job Description FIRE CHIEF: _____

FIRE CAPTAIN

Job Description

REPORTS TO: Chief Officer


SUPERVISES: Firefighters and Engineers

BASIC FUNCTION:

The Fire Captain performs supervisory and technical firefighting and fire prevention duties on an assigned shift, evaluates performance of employees, and directs the activities of a fire company at the station, at the scene of an emergency and during other company activities. Will also perform related duties as required within any assigned Division.

Primary duties will be to:

- Take command of assigned fire stations, organize work schedules, assign personnel, and review job performances;
- Supervise the maintenance and use of all fire apparatus and other emergency equipment;
- Drill firefighters in latest firefighting techniques, including pre-plan fire extinguishment of key structures and areas in the Fire District;
- Fill out reports on all incidents;
- Lead and direct firefighters at fire sites or under emergency conditions;
- Dispatch fire apparatus;
- Supervise periodic maintenance and performance test of equipment;
- Supervise personnel in fire prevention company inspections within key areas of the Fire District;
- Conduct Fire Safety Equipment and other district training programs.
- Perform related work as required.

Scotts Valley Fire Protection District	
POLICY: 1705	SUBJECT: Fire Captain Job Description

CAPTAIN Step 1

CERTIFICATIONS/QUALIFICATIONS:

- Shall have worked a minimum of one year as an *Engineer Step 4* with the Scotts Valley Fire Protection District and met all requirements for *Engineer Step 4*.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before next step increase: Two Company Officer 2 series classes and S-231 (Engine Boss).
- Must possess and maintain a valid Class B California Drivers License.
- Maintain a current EMT certification or better.
- Shall have satisfactorily met probationary obligations through periodic employee evaluations as outlined in the Policies and Procedures prior to moving to *Captain Step 2*.

CAPTAIN Step 2

CERTIFICATIONS/QUALIFICATIONS:

- Shall have worked a minimum of one year as a *Captain Step 1* with the Scotts Valley Fire Protection District and met all the requirements for *Captain Step 1*.
- Shall complete and have on record with the Training Officer, the following courses as outlined in the Career Development Guide before next step increase: Two additional Company Officer 2 series classes and S-219 (Firing Operations).


CAPTAIN Step 3

CERTIFICATIONS/QUALIFICATIONS:

- Shall have worked a minimum of one year as a *Captain Step 2* with the Scotts Valley Fire Protection District and meet all the requirements for *Captain Step 2*.
- Shall complete and have on record with the Training Officer, the following courses as outlined in the Career Development Guide before starting the Acting Battalion Chief Program: One additional Company Officer 2 series class and S-270 (Basic Air Operations).

DESIREABLE QUALIFICATIONS:

- College degree in Fire Protection technology or related field.

Scotts Valley Fire Protection District	
POLICY: 1706 DATE 8/12/2020 APPROVED: BOARD PRESIDENT: _____	SUBJECT: Engineer Job Description FIRE CHIEF: _____

ENGINEER

Job Description

REPORTS TO: Company Officer


SUPERVISES: Non-Supervisory Position

BASIC FUNCTION:

The Engineer shall, under the supervision of the officer in charge, be responsible for the condition and operation of apparatus to which they are assigned, and shall be held accountable for its readiness for service.

Primary duties will be to:

- Drive and operate apparatus in a manner consistent with safety and due regard for the welfare of the public and the district;
- Acquaint themselves with the topography, physical conditions, and other matters affecting response within the District's boundaries;
- Familiarize themselves with practices and procedures relative to water supply, fire streams, pump, motor, and other operations that will enable them to efficiently perform their duties; Respond to fire alarms, aid in the suppression of fires, operate pumper trucks, aerial trucks and other special emergency apparatus;
- Use fire hose, forcible entry tools (axes, bars, door openers, pike poles) and self-contained breathing apparatus;
- Administer first-aid, operate resuscitator and rescue equipment. Perform salvage operations with use of tarps, brooms, mops, shovels, etc;
- Maintain all fire equipment, apparatus, as well as fire stations, and station quarters. Issue fire permits;
- Assist and participate in fire prevention and public safety training programs, and departmental training programs;

Scotts Valley Fire Protection District	
POLICY: 1706	SUBJECT: Engineer Job Description

- Study fire department rules and regulations, fire hazards, and fire fighting techniques; Perform other agency services such as voter registration;
- Participate in the pre-fire planning by inspecting and drawing floor plans of commercial and industrial buildings;
- May be required to respond to fire calls during non-duty hours;
- Perform related work as required.
- Under the supervision of the Company Officer, the firefighter will be a mentor and help with training the volunteers and PCF's

ENGINEER Step 1


CERTIFICATIONS AND QUALIFICATIONS:

- Shall have worked a minimum of one year as a *Firefighter Step 2* with the Scotts Valley Fire Protection District and met all requirements for Firefighter steps.
- Shall successfully complete the SCO Engineer Program: Special Operations, Pump Test, and Mechanics.
- Must possess and maintain a valid Class B California Driver License.
- Shall complete and have on record with the Training Officer the following course as outlined in the Career Development Guide before next step increase: S-212 (Wildland Fire Chainsaws)
- Maintain a current EMT certification or better.

ENGINEER Step 2

CERTIFICATIONS AND QUALIFICATIONS:

- Shall have worked a minimum of one year as an *Engineer Step 1* with the Scotts Valley Fire Protection District and have met all the requirements for *Engineer Step 1*.
- Shall complete and have on record with the Training Officer, the following courses as outlined in the Career Development Guide before next step increase: One approved 40 hour Rescue class (Ex. Trench Rescue, Rescue Systems 1, or Confined Space Rescue Tech.) , and S-215 (Fire Operations in Wildland/Urban Interface).
- Must possess and maintain a valid Class B California Drivers License.
- Maintain a current EMT certification or better.

Scotts Valley Fire Protection District	
POLICY: 1706	SUBJECT: Engineer Job Description

ENGINEER Step 3


CERTIFICATIONS AND QUALIFICATIONS:

- Shall have worked a minimum of one year as an *Engineer Step 2* with the Scotts Valley Fire Protection District and have met all the requirements for *Engineer Step 2*.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before next step increase: Instructor Methodology, IS-800B National Response Framework (FEMA-Online), and ICS-300 (Intermediate ICS).

ENGINEER Step 4

CERTIFICATIONS AND QUALIFICATIONS:

- Shall have worked a minimum of one year as an *Engineer Step 3* with the Scotts Valley Fire Protection District and have met all requirements for *Engineer Step 3*.
- Shall complete and have on record with the Training Officer the following courses as outlined in the Career Development Guide before starting the Acting Captain Program: Hazardous Materials On-Scene Commander, S-290 (Intermediate Wildland Fire Behavior).

Scotts Valley Fire Protection District	
POLICY: 1708 DATE APPROVED: August 12, 2020 BOARD PRESIDENT: _____	SBUJECT: Firefighter Job Description FIRE CHIEF: _____

FIREFIGHTER

Job Description


REPORTS TO: Company Officer

SUPERVISES: Non-Supervisory Position

BASIC FUNCTION:

Under supervision, a Firefighter:

- Protects life and property from fire and destruction by natural or manmade causes;
- Conducts rescue and salvage operations;
- Trains for and participates in varied firefighting and rescuing duties, fire protection inspection, equipment operation and maintenance;
- Responds to alarms of fire or other emergencies with an engine, ladder or squad company; Lays and connects hoses, holds nozzles and directs water, raises and climbs ladders;
- Uses chemical extinguishers, bars, hooks, etc;
- Ventilates burning buildings, removes persons from danger, administers emergency medical care, operates resuscitation equipment;
- Performs salvage operations, participates in drills, inspects fire protection systems, conducts fire prevention inspections, and participates in public safety and department training programs;
- Enforces codes and ordinances;
- Performs general maintenance and clean-up work in upkeep of apparatus, equipment furnishings and structures of the Fire District;
- Performs related work as required.
- Under the supervision of the Company Officer, the firefighter will be a mentor and help with training the volunteers and PCF's

Scotts Valley Fire Protection District	
POLICY: 1708	SUBJECT: Firefighter Job Description

FIREFIGHTER Step 1

CERTIFICATIONS AND QUALIFICATIONS:

- The following courses will be on file with the Training Officer prior to date of hire:
 1. Auto Extrication (F-STEP)
 2. Fire Fighter Survival (F-STEP)
 3. Confined Space Rescue Awareness (CSTI)
 4. Hazardous Materials First Responder Operational (CSTI)
 5. I-100 Introduction to Incident Command System (FEMA-Online)
 6. IS-200b ICS for Single Resource and Initial Action Incidents (FEMA-Online)
 7. I-700.a NIMS National Response Plan (FEMA-Online)
 8. S-130 Firefighter Training (NWCG)
 9. S-131 Firefighter Training (NWCG)*
 10. S-133 Look Up, Look Down, Look Around (NWCG)*
 11. S-134 Lookouts, Communication, Escape Routes, & Safety Zones. (NWCG)*
 12. S-190 Introduction to Wildland Fire Behavior (NWCG) *not online*
 13. L-180 Human Factors in the Wildland Fire Service (NWCG)*
 14. Low Angle Rope Rescue (F-STEP)
 - Shall successfully pass an SCO Firefighter I exam within the first year of probationary training.
 - Must possess and maintain a valid Class C California Drivers License.
 - Maintain a current EMT certification or better.
- *Or Cal Fire equivalent

FIREFIGHTER Step 2

CERTIFICATIONS AND QUALIFICATIONS:

- Shall have worked a minimum of one year as a *Firefighter* with the Scotts Valley Fire Protection District and met all requirements for *Firefighter*.
- Shall have successfully met all probationary obligations through periodic employee evaluations as outlined in Policies and Procedures.
- Shall successfully pass SCO Driver Operator 24 month exam, upon completion of the second year of probationary training, within a 24 month probationary period.
- Must obtain and maintain a valid Class B California Drivers License.
- Maintain a current EMT certification or better.



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: August 12, 2020
To: Board of Directors
From: Steve M. Kovacs, Fire Chief
Subject: Extension of Entry Level Firefighter/Paramedic Eligibility List

Staff Report

Recommendation

Extend the Entry Level Firefighter/Paramedic Eligibility List by six months as required by Policy 1501.

Discussion

Policy 1501 requires the Board of Directors to certify the Entry Level Firefighter/Paramedic Eligibility List, which is valid for a period of one year from the date of certification. It also states that the list may be extended at the request of the Fire Chief and approval by the Board of Directors.

Background

The Firefighter/Paramedic recruitment and testing process was completed in mid-July 2019. Those candidates passing all of the required components have been placed on the resulting Eligibility List. The process was coordinated by Battalion Chief Jeff McNeil. The District hired the first two on the list in 2019.

Attachments

1. Entry Level Firefighter/Paramedic Eligibility List (Updated)

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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



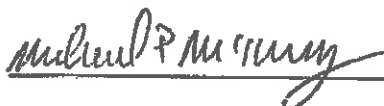
Steve M. Kovacs
Fire Chief

Date: August 14, 2019
To: Board of Directors
From: Steve M. Kovacs, Fire Chief
Re: Board of Directors Certification of the Entry Level Firefighter/Paramedic Hiring List

Firefighter/Paramedic Eligibility List

<u>Name</u>	<u>Rank</u>
Mathew Smiley (Hired 2019)	1
Mathew Smith (Hired 2019)	2
Jared Vandiver	3
Jeff Wiley	4
Eric Mowbray	5
Kyle Foster	6
Rachael Ridenour	7
Nathan Farris	8

Board of Directors
Robert Campbell Russ Patterson Daron Pisciotta Alan Smith Joshua Warren

Scotts Valley Fire Protection District	
POLICY: 1501	SUBJECT: Entry Level Firefighter or Firefighter/Paramedic Hiring
DATE APPROVED: 12/10/2008	
BOARD CHAIR: 	FIRE CHIEF: 


Policy 1501: Entry Level Firefighter or Firefighter/Paramedic Hiring

When no current eligibility list exists for the position needing to be filled, the Board of Directors may determine that it is appropriate to recruit for open positions or vacancies in the entry level firefighter positions in the district by soliciting applications solely from paid call members of the district. If the Board does so determine, then the chief shall provide a notice to all district paid call members of the open positions or vacancies available, which notice shall state where applications may be obtained, the final date for filing applications, and how applicants may be chosen to take the tests. All applications received will be processed and applicants shall be qualified or disqualified.

The Board of Directors may also direct that open recruitment and testing for required positions be conducted based on the position(s) needing to be filled. This may be done independently or cooperatively with other agencies testing for similar positions.

In either case the testing components will include the following with successful completion of each component required as a condition of employment:

1. Application screening for minimum requirements based on job description
2. Written test
3. Physical agility test
4. Oral interview
5. Chiefs interview
6. Medical physical

Scotts Valley Fire Protection District	
POLICY: 1501	SUBJECT: Entry Level Firefighter or Firefighter/Paramedic Hiring

7. Comprehensive background check including report on driving record including insurability with the District's insurance carrier.

In the case of an open testing process, candidates will be required to pass all of the test components as established by the Emergency Medical Services Integration Authority. This process is hereby referenced as the standard for the testing process.

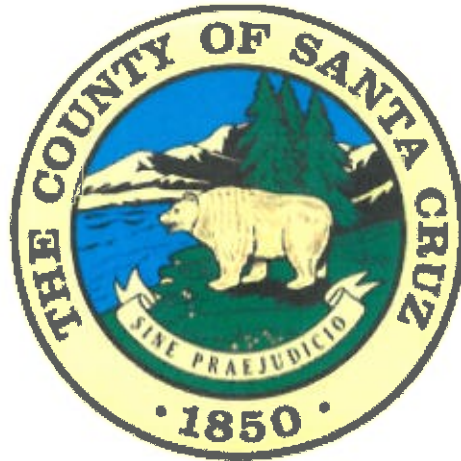
Upon meeting the minimum qualifications and successful completion of the written test, physical agility test, oral interview and background check, candidates will be placed on an eligibility list. The Board of Directors will certify the list, which will be valid for a period of one year from the date of certification by the Board. The sequence of the list will be based upon the test scores of the successful candidates.

The list will be brought before the Board prior to expiration at which time the Board could consider extending the list for a period to be determined by the Board. The Board may, at its discretion, extend the list or determine that the list will terminate as otherwise defined in this policy.

The Fire Chief is hereby authorized to consider any candidate from the list for each appointment. The Fire Chief may conduct further interviews to make this selection.

The Fire Chief may consider personnel, who are currently Paid Call Firefighters for the Scotts Valley Fire Protection District and in good standing, if they are on a joint agency or open list regardless of their position on the list.

Upon hiring, the Entry Level Firefighter or Firefighter/Paramedic will be on Probationary Status for a period of twenty-four months from the date of hire.



**The 2019–2020 Santa Cruz County Civil Grand Jury
Requires that the
Scotts Valley Fire Protection District
Board of Directors
Respond to the Findings and Recommendations
Specified in the Report Titled
Ready? Aim? Fire!
Santa Cruz County on the Hot Seat
by October 1, 2020**

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

The Honorable Judge John Gallagher
Santa Cruz Courthouse
701 Ocean St.
Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included [below](#)) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
 - c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
 - a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
 - c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
 - d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

Validation

Date of the Board's response approval: _____

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

- F1.** Vegetation/fuel management and abatement are not receiving the attention nor funding needed from the County of Santa Cruz Board of Supervisors, and therefore are not adhering to California Government Executive Order 1.8.19-EO-N-05-19.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F2. Santa Cruz County residents are at increased risk of fire danger due to the lack of risk management for wildfire. Specific risks are not formally identified, tracked, assessed for impact, nor is progress reported by fire departments in the County. Therefore, leaders responsible for budgets and accountability are left unprepared to manage risk, impact, or performance.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F3. City and County officials have not collaborated with PG&E to identify the location of high risk PG&E electrical equipment, and so are left uninformed as to how to manage their responsibilities or how to instruct residents about potential danger due to proximity to this equipment.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F5. Santa Cruz County would greatly benefit if steps were taken to implement the CAL FIRE, San Mateo - Santa Cruz Unit 2018 recommendation of developing detailed, site specific Community Wildfire Protection Plans for communities throughout the County.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F6. Response time data for fire departments in Santa Cruz County is challenging to obtain. Santa Cruz Regional 9-1-1 previously reported response time data in their annual reports, but did not do so in the 2018 or 2019 annual reports.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F10. Roadside vegetation in rural areas of the County is not being cleared consistently which could potentially increase emergency response time, putting life and property in unnecessary danger. Furthermore, evacuations could be restricted as there is no rule or program that mandates that roads, even critical evacuation routes, be kept cleared meeting defensible space requirements.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F11. There are only approximately 17,000 accounts for the Santa Cruz County opt-in CodeRED™ emergency system, which implies that a significant portion of the County may not receive emergency alert messages, which potentially reduces residents' opportunity to take action in a timely, life-saving manner.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F12. Long Range Acoustic Devices (LRADs), have been deployed in other areas of the state and have proven effective tools in alerting residents in urban and rural areas to a wildfire. However, Santa Cruz County has no such devices, increasing the risk to County residents.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F13. High risk communities in the County are left unnecessarily vulnerable due to the lack of easily accessible, published information of refuge/assembly areas and structures.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F14. Because the County does not publish a “shelter in place” plan, when a fire expands rapidly, residents cannot make informed decisions about whether to shelter in place or evacuate.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F15. Unlike the City of Santa Cruz, the County does not publish emergency evacuation routes, purportedly to avoid having old or untimely information being followed in an emergency. The County therefore withholds revealing evacuation routes until an emergency is in progress, likely creating unnecessary risk and potential for chaos.

☐ **AGREE**

☒ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Fire is dynamic and changing. A published evacuation route may not be the feasible or recommended route during a large wildland incident.

F16. In the Wildland Urban Interface zone, and in many town centers, traffic choke points exist, and in some instances have roadway obstacles to traffic flow such as overgrown vegetation, concrete medians, curbs, and lane reductions resulting in roads that are inadequate for mass evacuations.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F19. Wildfire preparedness informational materials are well done and public education is attempted by fire departments in the County, but fails to sufficiently reach and motivate residents to act.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F20. The FireWise institution provides a valuable fire prevention program and, as of March 2020, there were eight FireWise communities registered in the County. Marin County, by contrast, with a similar population, has sixty registered communities, highlighting the need for more FireWise promotion and participation in Santa Cruz County.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F21. The County Office of Emergency Services and fire agencies in the County encourage residents to be prepared for an emergency, however the passive mechanisms such as web sites used to encourage preparedness are not proving to be sufficient.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F22. Property owners in the County are responsible for their own vegetation management, yet they are often not sufficiently educated about vegetation management practices, or do not have the capability, financial resources, or desire to create defensible space.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F23. No single organization in the County is assuming a leadership role in Fire Hazard Mitigation. It is not clear whose responsibility it is to minimize this County wide risk.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F24. The annual report to the County Board of Supervisors and the County Administrative Office by County Fire/CAL FIRE does not provide data or analysis of resources, response times, code enforcement, inspection, or education. This information is necessary to show what gaps exist between current performance and community needs in order for informed budget decisions to be made. Without adequate background information, the Board of Supervisors is unable to hold CAL FIRE accountable for the specific responsibilities specified in their contract.

☐ **AGREE**

☒ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The Scotts Valley Fire District is not a party to the Contract between CalFIRE and the County of Santa Cruz. The items specified above in F24 are within the Santa Cruz County Fire Department jurisdiction and not Scotts Valley Fire District.

F26. Reporting data, statistics, and formats utilized by fire agencies throughout the County are highly inconsistent, uncoordinated, and therefore not readily evaluated and compared. The standard Insurance Services Office (ISO) rating system would be useful to adopt. Response time data are not well described or consistently reported by the jurisdictions, making accurate assessment difficult, especially by other agencies or by the public.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than Agree):

F27. The 2015 County of Santa Cruz Emergency Operations Management plan does not adequately address evacuation, and references data too outdated to be useful, such as a population density map from the 2000 census.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F29. The Grand Jury finds that formally specified baseline and target performance statements, in alignment with the Center for Public Safety Excellence Assessment Process, neither currently exist nor are they reported by fire departments in the County as required by best practice standards. There are no goals set or measures made of progress for review by the Board of Supervisors regarding County Fire/CAL FIRE performance. Other fire districts in the County are similarly remiss in reporting to their governing bodies. Appropriate goals would include progress on response times, vegetation management, and code inspection progress, all of which are necessary to properly quantify the budget and resources required for full-time, volunteer, and prison inmate workforces, in appropriate, affordable proportions.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Recommendations

- R1.** Santa Cruz County, under the auspices of the Emergency Management Council (EMC) with LAFCO support, should study a governing structure that would tie all fire agencies in the County together with common leadership, objectives, sharing of data, and maximized use of resources. (F23, F25)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The County and LAFCO should fund and perform this Study in the near future.

R4. The fire districts of Santa Cruz County should establish a plan by January 2021, to develop actionable Community Wildfire Protection Plans (CWPP) that follow the framework established by the 2018 Santa Cruz County - San Mateo County CWPP. (F2, F5, F22)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☒ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Scotts Valley Fire Protection District has worked with CalFIRE to develop actionable plans and provide input to the County-wide CWPP. Several potential projects have been identified for the Plan, however the cost to implement said projects is expensive and agencies do not have funding available for these projects.

Including projects into the larger County CWPP is more economical, as each fire district does not have the funding to develop separate plans that are expensive and labor intensive.

R10. Santa Cruz County and Cities should create and/or update Hazard Mitigation Plans by July 1, 2021. Any new or existing plans should be updated a minimum of every three years. All plans should address wildfire risk, evacuation and shelter in place plans, emergency alerts, vegetation management, and confirm compliance with California SB 821. (F1, F2, F10, F11, F14–F16, F29)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Those agencies that do not have Hazard Mitigation Plans should develop one and keep it updated. However, Scotts Valley Fire Protection District cannot speak regarding City and County Plan development and/or updates.

R11. The CAL FIRE Ready for Wildfire website should be actively promoted and shared within the community via all available means, including printed descriptive materials inserted into utility and property tax bills, by December 31, 2020. (F19–F21)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Scotts Valley Fire Protection District would need to investigate the process of including printed materials being inserted into utility and property tax bills, including the associated costs. This should be a unified, county-wide effort and thus, coordinated with all agencies and utilities serving the areas on Santa Cruz County.

R15. All fire districts in Santa Cruz County should coordinate with utility companies to provide information to residents, via information inserted in utility bill mailings, describing how to sign up for emergency notifications by December 31, 2020. (F19)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Scotts Valley Fire Protection District would need to investigate the process of including printed materials being inserted into utility and property tax bills, including the associated costs. This should be a unified, county-wide effort and thus, coordinated with all agencies and utilities serving the areas on Santa Cruz County.

R16. Fire departments throughout the County should take an active role in encouraging communities and neighborhoods to sign up for FireWise, and be measured on their success by their respective governing boards on an annual basis. (F19–F22)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Scotts Valley Fire Protection District has been working with and encouraging several communities to enroll in the FireWise Programs. Unfortunately, this program requires citizens of each community to organize and provide leadership to accomplish established goals. So far, the communities that were interested, could not obtain enough participation to be able to establish and implement FireWise Community requirements.

R18. County Fire and the fire districts within the County should evaluate whether purchase of Long Range Acoustic Devices (LRADs) would be beneficial in helping notify residents to evacuate in an emergency by December 31, 2020. (F12, F15, F17, F18)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Although LRADs are a good tool alongside existing methods, at approximately \$30,000 each, it is cost prohibitive for most agency's budgets and would need a separate funding source.

R21. County emergency planners at all levels should provide notification of evacuation routes and/or shelter-in-place options by March 31, 2021. Notification plans should be provided for when power is out and dissemination of information by wireless or internet is difficult or impossible. (F11, F14, F15, F17, F18, F27)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☒ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The County currently uses Code Red for public notifications. This is an Opt-In system and requires each individual to sign up for emergency notifications. The County needs to migrate to an Opt-Out system that would capture almost all of the population, including visitors.

R23. Santa Cruz County and Cities should invest in an ALERTWildfire Imaging Surveillance system. Cameras should be purchased, installed, and tested to achieve full coverage of the County by the beginning of the 2021 fire season. (F4)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☒ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

CalFIRE is already working with PG&E and AlertWildfire to install three additional cameras in the future.

Penal Code §933.05

1. For Purposes of subdivision (b) of §933, as to each Grand Jury finding, the responding person or entity shall indicate one of the following:
 - a. the respondent agrees with the finding,
 - b. the respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
2. For purpose of subdivision (b) of §933, as to each Grand Jury recommendation, the responding person shall report one of the following actions:
 - a. the recommendation has been implemented, with a summary regarding the implemented action,
 - b. the recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation,
 - c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
 - d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**



**The 2019–2020 Santa Cruz County Civil Grand Jury
Requires that the**

**Scotts Valley Fire Protection District
Board of Directors**

**Respond to the Findings and Recommendations
Specified in the Report Titled**

**Fire and Safety Inspections in Santa Cruz County
by September 23, 2020**

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

The Honorable Judge John Gallagher
Santa Cruz Courthouse
701 Ocean St.
Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included [below](#)) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
 - c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
 - a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
 - c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
 - d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

Validation

Date of governing body's response approval: _____

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F5. Fire Agencies serving the incorporated and unincorporated areas of Santa Cruz County have not adequately reported inspection performance and the inherent risk associated with a performance gap to residents and leadership external to the governing body.

☒ **AGREE**

☐ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

F6. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County would benefit by sharing technology and processes and at times personnel, in fulfilling fire inspection requirements.

☐ **AGREE**

☒ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

While sharing technology, processes, and personnel may appear on the surface as a good direction, it would be difficult to implement. A benefit may be gained by some agencies, but not by others. The local fire prevention bureaus within the County are already working persistently to accomplish tasks mandated by the State. Most, if not all of the agencies in the County, are already at capacity and understaffed. To share personnel, would put additional strain on the agencies to accomplish the current workload. Not all agencies share the same technology. However, some agencies may be bound to specific technology that the jurisdictional IT departments have authorized for use. It may be against local city/district policy to either share this technology, or purchase new or expensive, unapproved technology. Processes are already shared to an extent. The Santa Cruz County Fire Prevention Officers Section of the Fire Chiefs Association meets monthly to discuss common fire and life safety prevention topics and coordinate a mutual position on different issues. For example, the FPO Section meets, reviews, amends and approves the California Fire Code and produces a cohesive document so all agencies can adopt a common Ordinance. The FPO Section has printed common occupancy checklists, called "General Provisions for Fire Safety" which have been unanimously agreed upon and are used by most agencies to document inspections. Our local agencies face different challenges within our county. Some agencies are rural and others are urban, each faced with their own challenges and working diligently to abide by current inspection requirements.

F8. Scotts Valley Fire District resolution 2020-2 is at risk of being non-compliant based on a survey of businesses and organizations consistent with California annual inspection code requirements.

☐ **AGREE**

☒ **PARTIALLY DISAGREE** – explain the disputed portion

☐ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The Scotts Valley Fire Protection District has worked diligently to complete not only the mandated fire and safety inspections, but other inspections the district has deemed important. These include "Assembly" occupancies such as restaurants, bars, churches, as well as Wildland Urban Interface inspections for vegetation management in both commercial and residential properties. SVFPD has adjusted to the requirements set forth beginning in 2019 and has noted 2 preschool properties that were not previously in our inventory for inspections. They have since been added to our list and will not be missed in the future. However, using the references the Grand Jury listed, SVFPD did a survey of local schools, or E occupancies. 7 out of 10 occupancies not in our inventory turned out to be closed, changed names, located in private residences, and one was a P.O. Box only with no campus in the district. SVFPD believes it is continuously striving to be within compliance of the California inspection requirements.

Recommendations

- R1.** Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should comply, as soon as possible, with state health codes for fire and safety inspections and reporting. Specifically, California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). (F1, F2, F3, F4, F8)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

While SVFPD has already been striving for compliance, the 2 preschools that were not in the inspection inventory have since been added and will be inspected, with all other mandated occupancies.

R2. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should, as soon as possible, ensure inspection plans reflect all facilities that fall under California Health and Safety Code sections 13146.2, 13156.3, and 171921(b). (F1, F2, F3, F4, F5, F8)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The two preschools previously mentioned have been added to SVFPD's schedule and the "Large adult overnight learning center" known as 1440 Foundation, referred to by the Grand Jury Report has been, and will continue to be inspected as mandated. Somehow, this facility was inadvertently left off the report, but the Fire District did inspect it in 2019 and again in 2020 and have the records on file. The District continues to maintain an excellent working relationship with the facility and will continue this into the future.

R3. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should, by January 2021, publish a summary of annual inspection findings on their websites. (F1, F2, F3, F4, F5, F7, F8)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☒ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

This information will be posted on our website after the Board of Directors approve the annual Resolution.

R5. The County and City fire agencies should amend their mutual aid agreements to provide for sharing of technology and inspection resources by June 30, 2021. (F6)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- ☒ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Agencies simply don't have the personnel available to share with other agencies. Most agencies utilize their own system for inspections and many still use handwritten forms to complete inspections in the field. Technology differs from agency to agency and some agencies have policies or regulations restricting what technology may be utilized. It seems unrealistic to expect agencies to comply with this recommendation.

Penal Code §933.05

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 - c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
 - d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**



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: August 20, 2020
To: Board of Directors
From: Steve M. Kovacs, Fire Chief
Subject: Agenda Item 8.5 - POST-EMPLOYMENT HEALTH BENEFITS FOR LOCAL 3577 REPRESENTED UNIT AND CHIEF OFFICERS

Recommendation

To review the statement of the actuarial impact upon future annual costs for proposed post-employment benefits.

Discussion

The District participates in CalPERS Health Insurance Programs. As a CalPERS Health participant, the District is required to provide a Minimum Employer Contribution (MEC) towards the health insurance premiums of both employees and annuitants. The MEC is established by CalPERS and adjusts annually. For 2020, the MEC is \$139.00 per month.

In addition to satisfying CalPERS requirements, the District provides some employees with the opportunity to receive a supplemental retiree health care benefit. These supplemental benefits provide for an additional payment by the District towards an annuitants health insurance benefits. Employees who are not eligible to receive supplemental benefit receive \$3,000 a year in District contributions to a Voluntary Employee Benefit Association (VEBA) plan. Amounts contributed to the VEBA can be used to pay for health related expenses both during and after employment.

In order to provide greater uniformity in the benefits provided to District employees, staff propose eliminating the District contribution to the VEBA plan for employees in the Local 3577 bargaining unit. In place of making a VEBA contribution, the District would provide eligible employees in the Local 3577 unit with a supplemental post-employment contribution towards health insurance benefits. This supplemental post-employment contribution would also be available to the District's Chief Officers.

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta

To be eligible to receive the proposed supplemental benefit, an employee would need to both: (1) complete ten years of service with the District; and (2) retire from employment with the District so that the employee constitutes an “annuitant” for purposes of participating in a CalPERS health plan. Eligible employees will then receive a supplemental benefit that, when added to the MEC, is equal to the cost of insurance premiums for annuitant only coverage. The total of the MEC and any supplemental benefit would not exceed \$1,000 per month. Any supplemental benefit will end upon the earlier of either 10 years of retirement for the Local 3577 bargaining unit and 12 years for the Chief Officers, or the date on which the annuitant is eligible for Medicare.

Pursuant to Government Code section 7507, the District has secured the services of an Actuary, Will Kane of Total Compensation Systems, to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, associated with the proposed changes to District offered post-employment benefits. A copy of this statement will be available at the Board meeting. Since the District would no longer provide employees in the Local 3577 bargaining unit with a VEBA contribution, funds that had been earmarked to pay for VEBA benefits (approximately \$66,000 per year) can be utilized to pay a portion of this unfunded liability.

Staff has made arrangements for the Actuary to be present at a special meeting to take place on August 26, 2020 (two weeks from now). The actuary will be able to provide information as needed at this meeting.

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta



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: August 12, 2020
To: Board of Directors
From: Chief Kovacs
Subject: August Administrative Report

Incident Type	May		June		July		Year To Date	
	2019	2020	2019	2020	2019	2020	2019	2020
Fires	1	7	2	5	4	7	20	42
Explosion / Rupture	0	0	0	0	0	0	1	0
EMS	119	92	91	82	116	91	750	639
Hazardous Condition	6	4	3	3	5	5	55	39
Service Calls	20	9	18	15	17	30	126	113
Good Intent	26	20	26	35	25	37	240	228
False Alarms	16	11	10	18	13	13	85	92
Severe Weather	1	0	0	0	0	0	3	3
Totals	189	143	150	158	180	183	1280	1156

Operations

- County Environmental health conducted their annual inspection of the Erba Station.
- Central Coast Roofing came out and inspected the roof at Erba Station on July 13, some deficiencies were noted and repairs recommended to maintain the life of the roof.
- FF/PM Rothweiler went out of county as a Fireline Paramedic to the Mineral Fire on July 15th, and was reassigned to the Gold Fire on July 24th.
- E2538 as part of Strike Team XCZ 2327C, responded to the Hog fire on July 21st.
- New station generator arrived install started and old generator removed
- Annual pump test were completed
- E2538 returned from the Hog Fire on July 30th
- E2510 and E2512 had recalls from Pierce on the rear axles and work completed at Golden State Fire
- Annual hose testing has been started and should be completed early August
- Glenwood flooring/security close to completion
- All electronic locks installed at both stations

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta

Training

- SCHMIT Team members participated in the quarterly refresher training.
- Captain Sundermier instructed *First Due* software training and MPD (multi-purpose device) low angle rescue training to each shift.
- EMS training for the month -Didactic Trauma Review.

Administration

- Secretary Receptionist Bridges completed 8 car seat inspections in the month of July
- The SVFPD Full CalPERS Audit ended without any findings and was completed with a clean option.

Prevention/Community Risk Reduction

- Inspections – 20
- Permits/Plan Checks – 5
- Hazard Complaint Inspections – 4
- Meetings Attended – 2
- Training – 0

Captain Vandervoort drove Engine 2510 to Sacramento for repairs.

Fire Chief Activities:

- Finance Meeting
- State OES Conference calls (weekly)
- CalChiefs conference call
- Board Meeting
- FDAC Conference calls
- NetCom Users Meeting
- Completing all final budgets
- District Council Meeting
- County Chiefs Meeting
- Negotiations Meeting
- Meeting with President Pisciotta
- Annual review meeting with Property/Liability/Vehicle Insurance
- EMSIA Meeting
- Special Board Meeting