



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Board of Directors

Agenda

Wednesday, March 9, 2022, 6:00 P.M.

Scotts Valley City Hall

One Civic Center Drive, Scotts Valley CA 95066

Agendas and Board Packets are available on the Scotts Valley Fire Protection District (SVFPD) website at 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 Ron Whittle, Board Secretary, for immediate consideration.

1. Call to Order

1.1 Pledge of Allegiance and Moment of Silence

1.2 Roll Call

2. Public Comment (GC §54954.3)

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

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

4. Consent Calendar

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

4.1 Minutes: Approve Regular Board Meeting Minutes of February 9, 2022

4.2 Approve SVFPD Claims Disbursements for the Month of February 1, 2022 through February 28, 2022 in the Amount of:

Payroll and Benefits:	\$432,240.64
General Fund:	\$ 28,252.82
Capital Outlay:	\$ 1,366.67
SCHMIT:	\$ 1,872.96
TOTAL:	\$463,733.09

4.3 Adopt Resolution 2022-2 Establishing Appropriation Limit in the Amount of \$23,252,464 for Fiscal Year 2021/2022.

4.4 Authorize the Fire Chief to Surplus and Dispose of SCBA Compressor.

**Scotts Valley Fire Protection District
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5. Discussion Items

5.1 2023 Fire Code Adoption Process.

6. Action Items – Discussion/Action

6.1 Approve Revised Policy 1100 Sick Leave.

6.2 Approve Revised Policy 1506 Paid Call Firefighter Hiring.

6.3 Direct the Fire Chief to Publish the Request for Proposal for the District's Financial Statement and Audit.

6.4 Approve Purchase of Bauer SCBA Air Compressor as Budgeted.

6.5 Authorize Fire Chief to Execute Agreement for Services to Conduct Seismic Upgrade Evaluation of the Erba Lane Fire Station.

6.6 Adopt Resolution 2022-03 Requesting Transfer of Funds for Professional and Specialized Services.

6.7 Approve Organization and Hiring Plan.

7. Board of Directors and Administrative Reports – Information/Discussion
(No action will be taken on any questions raised by the Board at this time.)

7.1 Board of Directors Report – *Directors*

7.2 Administrative Report – Chief Officers

8. Correspondence

8.1 None

9. Request for Future Agenda Items

10. Adjournment

Next Regularly Scheduled Board Meeting:
Wednesday, May 11, 2022 at 6:00 p.m.
(April 13, 2022 Board Meeting Cancelled)



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MINUTES OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING OF February 9, 2022

1. Call to Order

The Regular Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, February 9, 2022 at the City of Scotts Valley Council Chambers. President Patterson called the meeting to order at 6:06 p.m.

1.1 Pledge of Allegiance and Moment of Silence

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

1.2 Roll Call

- A. Directors Present: Directors Campbell, Harmon (*Via Teleconference*), Parker, Patterson and Pisciotta
- B. Directors Absent: None
- C. Fire District Staff: Chief Whittle, Battalion Chiefs LoFranco, McNeil and Stubendorff, Admin Captain Vandervoort and Admin Services Manager Walton

2. Public Comment (GC §54954.3) None

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

Chief Whittle requested Item 6.3 removed from the agenda. The Board removed Item 6.3 from the agenda.

4. Consent Calendar

4.1 Minutes: Approve Regular Board Meeting Minutes of December 8, 2021

4.2 Approve SVFPD Claims Disbursements for the Month of December 1, 2021 through December 31, 2021 in the Amount of:

Payroll and Benefits:	\$651,817.13
General Fund:	\$ 11,891.47
Capital Outlay:	\$ 0.00
SCHMIT:	\$ 0.00
TOTAL:	\$663,708.60

4.3 Approve SVFPD Claims Disbursements for the Month of January 1, 2022 through January 31, 2022 in the Amount of:

Payroll and Benefits:	\$461,440.93
General Fund:	\$ 82,117.02
Capital Outlay:	\$ 0.00
SCHMIT:	\$ 4,519.26
TOTAL:	\$548,077.21

4.4 Adopt Publicly Available Pay Schedule per Government Code §20636

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On motion of Director Parker seconded by Director Campbell to *Approve the 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. Discussion Items

5.1 None

6. Action Items – Discussion/Action

6.1 Board Standing Committee Appointments per Policy 2101

- Finance and Planning
- Organization and Personnel
- Facilities and Equipment
- Interagency Advisory

Board President Patterson appointed the following Standing Committees:

- Finance and Planning – *Directors Campbell and Patterson*
- Organization and Personnel – *Directors Campbell and Parker*
- Facilities and Equipment – *Directors Patterson and Pisciotta*
- Interagency Advisory – *Directors Patterson and Pisciotta (Alternate)*

6.2 Direct the Fire Chief Regarding Email Dated October 12, 2021 from Sister Jeanette DeYoung with the Dominican Sisters at Marywood concerning the Marywood Property

Chief Whittle stated that he received a legal opinion regarding the request from the Dominican Sisters of Mission San Jose (DSM) to have the Marywood property returned to them since it is not being used as a fire station. Legal counsel has determined that the SVFPD is under no obligation to return the Marywood property to the DSM even though it is not being used as a fire station as indicated on the Deed. In addition, the SVFPD would not be able to simply return the property to the DSM as it would likely be an impermissible gift of public funds. Since 2005, the Marywood property has been leased for corral space for two horses and the tenant is maintaining the property per the agreement for land use. The recommendation is to send a letter to the DSM stating that the SVFPD is going to keep the Marywood property at this time.

The Board discussed the Marywood property and directed the Fire Chief to write a letter to the DSM stating that the SVFPD is going to keep the Marywood property at this time.

6.3 Approve Policy 1704 Administrative Captain Job Description
Approve Policy 505 Administrative Captain Duty Statement

Item 6.3 was removed from the agenda.

6.4 Approve revised language for Local 3577 MOU

Chief Whittle stated that the CALGOVEBA completed an MOU review for all participating agencies and contacted Union President Sundermier regarding necessary edits based on legal review. The edits have been included in the board packet, which are minor changes to the wording for participation in the CALGOVEBA plan. Union President Sundermier has brought forward the changes and requested the edits made in the current MOU.

On motion of Director Parker seconded by Director Pisciotta to *Approve Language shown here for IAFF Local 3577 Regarding the VEBA* was approved by the following vote:

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

- 6.5 Approve Resolution 2022-1: Resolution Acknowledging Receipt of a Report made by the Fire Chief of the Scotts Valley Fire Protection District (SVFPD) Regarding the State Mandated Annual Inspections of certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code

Administrative Captain Vandervoort reported that all 27 of the required occupancies annual State Mandated Inspections have been completed. A list of the mandated inspections, status and number of violations has been included in the board packet and all have passed but the Scotts Valley School District. I am happy to report that the Scotts Valley School District has fixed the major violations with the sprinkler system but still has minor outstanding violations, mainly with extension cords, that we are working to resolve.

On motion of Director Campbell seconded by Director Parker to Approve Resolution 2022-1 was approved by the following vote:

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

7. **Board of Directors and Administrative Reports – Information/Discussion**
(No action will be taken on any questions raised by the Board at this time.)

7.1 Board of Directors Report – Directors

President Patterson reported that the Facilities and Equipment Committee met and discussed station improvements for seismic safety. Depending on cost and logistics, building a station on the La Madrona property could still be an option. President Patterson has contacted County Elections to inquire about the process for a bond measure.

Director Campbell stated that the Ad Hoc Committee will be meeting with LAFCO and the BFPD Committee on February 10, 2022 at 6:00 p.m. to discuss BFPD plans for the future.

7.2 Administrative Report – Chief Officers

The Administrative Report was included in the board packet and Chief Whittle reported on the following:

- Battalion Chief McNeil posted a bid for a Tier 1 and 2 proposal to determine the cost for the seismic improvements. The proposals will be presented to the Board at the March Meeting and a Board Workshop scheduled in future.
- The Apparatus Committee will be meeting next week to start the process to replace E2510. Once the order is placed, it will be 500 days before we receive the engine. With the eight month delay to receive the engine, we may look at financing options.
- I met with Joe Serrano and Chief Sweeden to discuss BFPD options. At this point, LAFCO is looking at dissolving the BFPD unless they have a viable plan for the future. The next step in the discussion is the Ad Hoc Committee Meeting tomorrow night and Board member can attend but only the Ad Hoc Committee can participate in the meeting.
- The Central shop has been backed up with work orders so the crews have been working on the engines. Thank you to Battalion Chief McNeil, Engineer Nehf and B-Shift for replacing the starter on E2512. It is refreshing to see staff willing and capable of making some of the necessary repairs.
- Thank you to Firefighter Alex Morin how has been filling in. He received a full time job offer and his last day was Monday. We wish him the best.
- We currently have three employees out on leave so PCF Pisciotta will be filling in for the rest of February.

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- The FDAC Conference is April 5-8, 2022 in Napa and if you plan on attending, please return the completed form.
- The County emailed the annual Form 700 information so please complete the NetFile. President Patterson did not receive the County email so Admin Staff will follow up.

Battalion Chief LoFranco reported that we have 8 PCFs and 3 are currently in the academy. In the future, we may be looking at Monterey Peninsula College to pick up PCFs who have already completed a Firefighter 1 Academy. Next month we will have live burn training.

Battalion Chief Stubendorff stated that we are now using Emergency Reporting and there are many options to print Incident details so just let him know if there is anything specific the Board wants to see. Crews are currently testing the Lucas CPR machine. The AFG has been submitted for radios and station alerting system.

Battalion Chief McNeil reported that 70 fluorescent lights will be converted to LED and Firefighter Vandiver has stepped up to complete the conversion. The appliance service has been out several times to repair the dishwasher and after one more repair attempt, it will be replaced under warranty.

8. Correspondence – Information

8.1 Thank You Note Paul Smith

8.2 Donation from Harvey Bustichi

The Board received and filed the correspondence.

9. Request for Future Agenda Items

None

10. Adjournment

The meeting was adjourned at 7:03 p.m.

ATTEST

Russ Patterson
Board President

Ron Whittle
Board Secretary

Expenditure Actual Transactions

Criteria: PostOn = 2/1/2022..2/28/2022; EntryDate = 2/1/2022..2/28/2022; GLKey = 685010, 685020, 685030, 685040; Summarize by = GLKey,Character,Object

FY	FM	Posted	Document	Doc Ref	GLKey	Fund	Organization	GL Obj	Amount	Description	Vendor No	Vendor Name
GL Key 685010 – SCOTTS VALLEY FIRE PROT SVC												
Character 50 – SALARIES AND EMPLOYEE BENEF												
Object 51000 – REGULAR PAY-PERMANENT												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	51000	133,507.84	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/10/2022	DU85257	DU85257	685010	76585	68500000	51000	(1,617.07)	WC Morin 1/3-1/12/22 CK#887836	C99999	DEP
2022	08	2/10/2022	DU85257	DU85257	685010	76585	68500000	51000	(2,712.62)	WC Ronzano1/22-2/4/22CK#887836	C99999	DEP
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	51000	131,332.72	PAYPERIOD 04PAYDATE 02252022		
2022	08	2/24/2022	DU85555	DU85555	685010	76585	68500000	51000	(2,712.62)	WComp 2/5-2/18/22 Ronzano	C99999	DEP
Total Object 51000									257,798.25			
Object 51005 – OVERTIME PAY-PERMANENT												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	51005	6,972.11	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	51005	19,016.16	PAYPERIOD 04PAYDATE 02252022		
Total Object 51005									25,988.27			
Object 51010 – REGULAR PAY-EXTRA HELP												
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	51010	4,331.23	PAYPERIOD 04PAYDATE 02252022		
Total Object 51010									4,331.23			
Object 51035 – HOLIDAY PAY												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	51035	5,022.01	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	51035	5,022.01	PAYPERIOD 04PAYDATE 02252022		
Total Object 51035									10,044.02			
Object 51040 – DIFFERENTIAL PAY												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	51040	7,797.55	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	51040	7,797.55	PAYPERIOD 04PAYDATE 02252022		
Total Object 51040									15,595.10			
Object 52010 – OASDI-SOCIAL SECURITY												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	52010	2,014.82	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	52010	2,501.89	PAYPERIOD 04PAYDATE 02252022		
Total Object 52010									4,516.71			
Object 52015 – PERS												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	52015	25,669.44	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	52015	25,810.60	PAYPERIOD 04PAYDATE 02252022		
Total Object 52015									51,480.04			
Object 53010 – EMPLOYEE INSURANCE & BENEFITS												
2022	08	2/4/2022	0322SVFD		685010	76585	68500000	53010	4,294.91	HEALTH CARE EMP SVFD Group 367	V108670	HEALTH CARE EMPLOYEES/EMPLOYER
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	53010	750.00	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	53010	(350.62)	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	53010	(1,094.51)	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/10/2022	DU85257	DU85257	685010	76585	68500000	53010	(48.56)	S.Downey Feb22 Dental,CK#2301	C99999	DEP
2022	08	2/10/2022	DU85257	DU85257	685010	76585	68500000	53010	(48.72)	M.Pasquini Feb22 Dental,CK#910	C99999	DEP
2022	08	2/10/2022	DU85257	DU85257	685010	76585	68500000	53010	(275.55)	D.Grebl Jan-Mar22Dental,#5581	C99999	DEP

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Expenditure Actual Transactions

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FY	FM	Posted	Document	Doc Ref	GLKey	Fund	Organization	GL Obj	Amount	Description	Vendor No	Vendor Name
GL Key 685010 – SCOTTS VALLEY FIRE PROT SVC												
Character 50 – SALARIES AND EMPLOYEE BENEF												
Object 53010 – EMPLOYEE INSURANCE & BENEFITS												
2022	08	2/10/2022	FEB22HLTH		685010	76585	68500000	53010	54,962.20	SV FIRE FEB 2022	V116512	US BANK
2022	08	2/11/2022	0322SVFD		685010	76585	68500000	53010	1,211.52	FDAC EBA SVFD	V33857	FIRE DISTRICTS ASSOC OF CA
2022	08	2/17/2022	DU85411	DU85411	685010	76585	68500000	53010	(137.94)	S.Kovacs Feb2022 Dental	C99999	DEP
2022	08	2/17/2022	DU85411	DU85411	685010	76585	68500000	53010	(91.85)	M.Theodosis Feb22DentalCK#1077	C99999	DEP
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	53010	750.00	PAYPERIOD 04PAYDATE 02252022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	53010	(350.62)	PAYPERIOD 04PAYDATE 02252022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	53010	(1,101.51)	PAYPERIOD 04PAYDATE 02252022		
2022	08	2/24/2022	DU85555	DU85555	685010	76585	68500000	53010	(91.85)	H.Bustichi Mar22 Dental,CK#111	C99999	DEP
2022	08	2/24/2022	DU85555	DU85555	685010	76585	68500000	53010	(48.56)	M.Marsano Feb22 Dental,CK#863	C99999	DEP
Total Object 53010									58,328.34			
Object 53015 – UNEMPLOYMENT INSURANCE												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	53015	108.11	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	53015	104.43	PAYPERIOD 04PAYDATE 02252022		
Total Object 53015									212.54			
Object 55021 – OTHER BENEFITS MISC												
2022	08	2/9/2022	PAYPERIOD		685010	76585	68500000	55021	1,973.07	PAYPERIOD 03PAYDATE 02112022		
2022	08	2/23/2022	PAYPERIOD		685010	76585	68500000	55021	1,973.07	PAYPERIOD 04PAYDATE 02252022		
Total Object 55021									3,946.14			
Total Character 50									432,240.64			
Character 60 – SERVICES AND SUPPLIES												
Object 61110 – CLOTHING & PERSONAL SUPPLIES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61110	257.00	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	INV564010		685010	76585	68500000	61110	407.17	L N CURTIS & SO SVFD Cust 3627	V115989	L N CURTIS & SONS
Total Object 61110									664.17			
Object 61221 – TELEPHONE-NON TELECOM 1099												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61221	1,120.90	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 61221									1,120.90			
Object 61425 – OTHER HOUSEHOLD EXP-SERVICES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61425	165.67	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	0222SVFD4		685010	76585	68500000	61425	37.99	SCARBOROUGH LUM SVFD Acct 1169	V1233	SCARBOROUGH LUMBER & BLDG INC
2022	08	2/11/2022	262099		685010	76585	68500000	61425	122.85	MID VALLEY SUPP SVFD	V481	SPRENKEL INC
Total Object 61425									326.51			
Object 61720 – MAINT-MOBILE EQUIPMENT-SERV												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61720	2,545.15	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	0222SVFD2		685010	76585	68500000	61720	222.29	SCARBOROUGH LUM SVFD Acct 1169	V1233	SCARBOROUGH LUMBER & BLDG INC
2022	08	2/4/2022	110022321		685010	76585	68500000	61720	2,871.99	TEHAMA TIRE SER SVFD PO# 21-03	V129108	TEHAMA TIRE SERVICE INC
2022	08	2/4/2022	CIO32309		685010	76585	68500000	61720	234.81	GOLDEN STATE EM SVFD PIE-0143	V129826	GOLDEN STATE EMERGENCY VEHICLE

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Expenditure Actual Transactions

Criteria: PostOn = 2/1/2022..2/28/2022; EntryDate = 2/1/2022..2/28/2022; GLKey = 685010, 685020, 685030, 685040; Summarize by = GLKey, Character, Object

FY	FM	Posted	Document	Doc Ref	GLKey	Fund	Organization	GL Obj	Amount	Description	Vendor No	Vendor Name
GL Key 685010 – SCOTTS VALLEY FIRE PROT SVC												
Character 60 – SERVICES AND SUPPLIES												
Object 61720 – MAINT-MOBILE EQUIPMENT-SERV												
2022	08	2/4/2022	C1032310		685010	76585	68500000	61720	402.52	GOLDEN STATE EM SVFD PIE-0143	V129826	GOLDEN STATE EMERGENCY VEHICLE
2022	08	2/8/2022	C1031452		685010	76585	68500000	61720	265.82	GOLDEN STATE EM SVFD PIE-0143	V129826	GOLDEN STATE EMERGENCY VEHICLE
2022	08	2/17/2022	DU85411	DU85411	685010	76585	68500000	61720	(1,211.26)	B2502 Vehicle Repair CK#131599	C99999	DEP
Total Object 61720									5,331.32			
Object 61725 – MAINT-OFFICE EQUIPMNT-SERVICES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61725	35.60	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	13890		685010	76585	68500000	61725	1,780.12	PAGODA TECHNOLO SVFD	V125184	PAGODA TECHNOLOGIES INC
Total Object 61725									1,815.72			
Object 61730 – MAINT-OTH EQUIP-SERVICES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61730	220.28	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 61730									220.28			
Object 61845 – MAINT-STRUCT/IMPS/GRDS-OTH-SRV												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	61845	592.34	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	0222SVFD1		685010	76585	68500000	61845	206.94	SCARBOROUGH LUM SVFD Acct 1169	V1233	SCARBOROUGH LUMBER & BLDG INC
2022	08	2/11/2022	13352136		685010	76585	68500000	61845	62.70	WESTERN EXTERMI SVFD	V15766	WESTERN EXTERMINATOR COMPANY
2022	08	2/18/2022	13353062		685010	76585	68500000	61845	62.70	WESTERN EXTERMI SVFD	V15766	WESTERN EXTERMINATOR COMPANY
Total Object 61845									924.68			
Object 62223 – SUPPLIES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	62223	135.31	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 62223									135.31			
Object 62367 – MEDICAL SERVICES-OTHER												
2022	08	2/25/2022	I-30425		685010	76585	68500000	62367	2,950.00	EMERYVILLE OCCU SVFD	V127749	EMERYVILLE OCCUPATIONAL MEDICAL
2022	08	2/25/2022	I-32046		685010	76585	68500000	62367	4,607.00	EMERYVILLE OCCU SVFD	V127749	EMERYVILLE OCCUPATIONAL MEDICAL
Total Object 62367									7,557.00			
Object 62381 – PROF & SPECIAL SERV-OTHER												
2022	08	2/25/2022	212106		685010	76585	68500000	62381	1,059.30	LIEBERT CASSIDY SVFD	V119863	LIEBERT CASSIDY WHITMORE
2022	08	2/25/2022	41764		685010	76585	68500000	62381	300.00	CSG CONSULTANTS SVFD	V121100	CSG CONSULTANTS INC
Total Object 62381									1,359.30			
Object 62715 – SMALL TOOLS & INSTRUMENTS												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	62715	882.49	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	0222SVFD3		685010	76585	68500000	62715	77.33	SCARBOROUGH LUM SVFD Acct 1169	V1233	SCARBOROUGH LUMBER & BLDG INC
Total Object 62715									939.82			
Object 62914 – EDUCATION & TRAINING(REPT)												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	62914	250.00	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	18XTXQA2		685010	76585	68500000	62914	468.00	PELTON INTERAC SVFD	V43299	PELTON INTERACTIVE INC
Total Object 62914									718.00			

Run: 3/1/2022 11:31 AM Includes transactions posted through: 2/28/2022

Expenditure Actual Transactions

Criteria: PostOn = 2/1/2022..2/28/2022; EntryDate = 2/1/2022..2/28/2022; GLKey = 685010, 685020, 685030, 685040; Summarize by = GLKey,Character,Object

FY	FM	Posted	Document	Doc Ref	GLKey	Fund	Organization	GL Obj	Amount	Description	Vendor No	Vendor Name
GL Key 685010 -- SCOTTS VALLEY FIRE PROT SVC												
Character 60 -- SERVICES AND SUPPLIES												
Object 62920 -- GAS, OIL, FUEL												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	62920	14.54	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/18/2022	824985		685010	76585	68500000	62920	1,951.05	WESTERN STATES SVFD	V39738	TOP LOPES DISTRIBUTING
2022	08	2/25/2022	IN0108148		685010	76585	68500000	62920	1,369.00	COUNTY OF SANTA SVFD	V103950	COUNTY OF SANTA CRUZ
Total Object 62920									3,334.59			
Object 63070 -- UTILITIES												
2022	08	2/3/2022	0222SVFD		685010	76585	68500000	63070	1,344.65	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
2022	08	2/4/2022	0202SVFD2		685010	76585	68500000	63070	215.31	CITY OF SCOTTS SVFD Acct# 710-	V102713	CITY OF SCOTTS VALLEY
2022	08	2/4/2022	0222SVFD1		685010	76585	68500000	63070	201.94	CITY OF SCOTTS SVFD Acct#710-0	V102713	CITY OF SCOTTS VALLEY
2022	08	2/18/2022	0222SVFD1		685010	76585	68500000	63070	796.48	PACIFIC GAS AND SVFD Acct# 653	V129169	PACIFIC GAS AND ELECTRIC CO
2022	08	2/18/2022	0222SVFD2		685010	76585	68500000	63070	550.26	PACIFIC GAS AND SVFD Acct# 605	V129169	PACIFIC GAS AND ELECTRIC CO
2022	08	2/18/2022	0222SVFD3		685010	76585	68500000	63070	426.33	PACIFIC GAS AND SVFD Acct# 649	V129169	PACIFIC GAS AND ELECTRIC CO
2022	08	2/18/2022	0222SVFD4		685010	76585	68500000	63070	270.25	PACIFIC GAS AND SVFD Acct# 938	V129169	PACIFIC GAS AND ELECTRIC CO
Total Object 63070									3,805.22			
Total Character 60									28,252.82			
Total GL Key 685010									460,493.46			
GL Key 685030 -- SCOTTS VLY FIRE DIST.-CAPITAL												
Character 60 -- SERVICES AND SUPPLIES												
Object 62715 -- SMALL TOOLS & INSTRUMENTS												
2022	08	2/3/2022	0222SVFD-2		685030	76595	68500000	62715	1,366.67	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 62715									1,366.67			
Total Character 60									1,366.67			
Total GL Key 685030									1,366.67			
GL Key 685040 -- SV FIRE DIST-REGIONAL HAZ RESP												
Character 60 -- SERVICES AND SUPPLIES												
Object 61221 -- TELEPHONE-NON TELECOM 1099												
2022	08	2/3/2022	0222SVFD-3		685040	76597	68500000	61221	76.19	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 61221									76.19			
Object 61720 -- MAINT-MOBILE EQUIPMENT-SERV												
2022	08	2/4/2022	C1032343		685040	76597	68500000	61720	280.25	GOLDEN STATE EM SVFD PIE-0143	V129826	GOLDEN STATE EMERGENCY VEHICLE
Total Object 61720									280.25			
Object 61730 -- MAINT-OTH EQUIP-SERVICES												
2022	08	2/3/2022	0222SVFD-3		685040	76597	68500000	61730	1,468.40	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 61730									1,468.40			

Run: 3/1/2022 11:31 AM Includes transactions posted through: 2/28/2022

Expenditure Actual Transactions

Criteria: PostOn = 2/1/2022..2/28/2022; EntryDate = 2/1/2022..2/28/2022; GLKey = 685010, 685020, 685030, 685040; Summarize by = GLKey,Character,Object

FY	FM	Posted	Document	Doc Ref	GLKey	Fund	Organization	GL Obj	Amount	Description	Vendor No	Vendor Name
GL Key 685040 – SV FIRE DIST-REGIONAL HAZ RESP												
Character 60 – SERVICES AND SUPPLIES												
Object 62920 – GAS, OIL, FUEL												
2022	08	2/3/2022	0222SVFD-3		685040	76597	68500000	62920	48.12	U S BANK CORPOR SVFD 4246-0445	V992019	U S BANK CORPORATE PAYMENT
Total Object 62920									48.12			
Total Character 60									1,872.96			
Total GL Key 685040									1,872.96			

SCOTTS VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2022-2

RESOLUTION ESTABLISHING SCOTTS VALLEY FIRE PROTECTION DISTRICT APPROPRIATION LIMIT FOR FISCAL YEAR 2021-2022 UNDER ARTICLE XIII-B OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING PERIOD FOR CONTESTING SUCH LIMIT

WHEREAS, Article XIII-B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII-B Section 8(e)(2) requires the Governing Body to select the change in Cost of Living methodology each year by recorded vote, and

WHEREAS, the change in the California per capita personal income provides the greatest result rather than using the local assessment roll from the preceding year; and

WHEREAS, the Auditor-Controller has computed the appropriations limit applicable to the Scotts Valley Fire Protection District for fiscal year 2021-2022 and transmitted the same to the District in an email dated February 15, 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the Scotts Valley Fire District selects the change in the California per capita personal income and the percentage change in the population within the county area in which the special district is located methodology for use in calculating its appropriation limit for fiscal year 2021-2022; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the appropriation limit for the Scotts Valley Fire Protection District for fiscal year 2021-2022 is hereby established as \$23,252,464 and that such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII-B of the California Constitution; and,

No action or proceeding shall be brought, the purpose of which is directly or indirectly to attach, review, set aside, void or annul the appropriations limit established by this resolution unless such action or proceeding shall have been filed and served on the district within forty-five (45) days from the date this resolution is adopted in accordance with Division 9 of the Government Code.

PASSED AND ADOPTED by the District Directors of the Scotts Valley Fire Protection District at a regular meeting held on the 9th day of March 2022, by the following called vote:

AYE NAY ABSENT ABSTAIN

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

APPROVED:

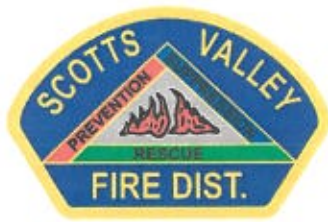
ATTEST:

Russ Patterson
Board President

Ron Whittle
Board Secretary

PROP 4 - SCOTTS VALLEY FIRE PROTECTION DISTRICT
685010, 685030
CALCULATION OF APPROPRIATIONS SUBJECT TO LIMITATION
2021-2022

Total Appropriations	\$ 8,216,059
Adjustments	
Expenditure Appropriations:	
1. Qualified Capital Outlay Project	0
2. FLSA	<u>(29,117)</u>
Adjusted Appropriations	\$ <u>8,186,942</u>
Revenue Appropriations:	
1. Non-proceeds of taxes	(405,907)
2. User fees in excess of cost	0
3. Debt Service	<u>0</u>
Appropriations Subject to Limit	\$ <u><u>7,781,035</u></u>
Calculation of 2021-2022 Limit:	
2020-2021 Appropriations Limit	\$ 22,080,015
Change in Local Assessment Roll/Personal Income	<u>105.73%</u>
% Change in Population	<u>99.60%</u>
Total Change Factor	<u>105.31%</u>
2021-2022 Appropriations Limitation	\$ <u>23,252,464</u>
Amount Under Appropriations Limitation	\$ <u>(15,471,429)</u>
Excess Appropriations subject to Limitation	\$ <u><u>0</u></u>



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Ron Whittle
Fire Chief

Date: March 9, 2022
To: Board of Directors
From: Battalion Chief McNeil
Subject: Surplus Bauer Compressor

Recommendation

Declare the Bauer Compressor as surplus property.


Direct the Chief to surplus and/or dispose of the equipment and remove the item from inventory.

Discussion

The Bauer Compressor is unable to fill our current SCBA bottles to the required 5500psi. 4500psi is the maximum fill pressure and due to its age cannot be upgraded. We have relied on neighboring agencies to complete refills. A replacement compressor is in the current 21/22 FY budget.


Board of Directors

Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta


Scotts Valley Fire Protection District	
POLICY: 1100	SUBJECT: Sick Leave
DATE APPROVED: 3/9/2022	
BOARD PRESIDENT: _____	FIRE CHIEF: _____

Policy 1100: Sick Leave

1. The Scotts Valley Fire Protection District (SVFPD) shall provide sick leave hours (without loss of pay) for eligible employees. Accrual rates are detailed in SVFPD applicable collective bargaining agreements. Sick leave may be accumulated indefinitely.
2. Sick leave is hereby defined to mean the absence from duty of an officer or employee because of illness, injury, or exposure to a contagious disease.
3. No paid member shall, while off-duty on sick leave, or leave because of injury, perform any work or services for a non-departmental employer for which they will be paid. This section is in effect from the time a member reports off-duty sick or injured, until they report for full-time duty with the SVFPD. Members on such leave shall keep their immediate supervisor advised as to their whereabouts daily.
4. No member shall go off-duty due to a minor injury or illness unless they have been properly relieved by a qualified person of the SVFPD.
5. All members must promptly notify their superior officer of any inability to report for duty at the time required.
6. All members who cannot fully and promptly perform the duties required of their position, due to illness, injury, or other mental or physical conditions shall be relieved of all duty.
7. All members who are relieved of duty due to illness, injury, or other mental or physical conditions and are being treated by a doctor, physician, or other legally qualified individual shall not return to duty until fully released by said doctor, physician, or legally qualified individual in writing.
8. Sick leave shall be deducted for actual time not worked due to injury, illness, exposure to a contagious disease and/or due to required attendance of a member with a member of their immediate family seriously ill or in case of a family death.
9. No person shall be entitled to sick leave with pay while absent from duty on account of any illness or injury purposely self-inflicted or caused by any willful misconduct.

Scotts Valley Fire Protection District	
POLICY: 1100	SUBJECT: Sick Leave

10. No person shall receive sick leave privileges for injury or illness caused by the employee's outside employment for monetary or personal gain.
11. No compensation for accumulated sick leave shall be provided to any employee who is terminated for unsatisfactory performance, or because of discipline imposed.
12. Employees who abuse sick leave privileges will face disciplinary action up to and including suspension or dismissal from the SVFPD.
13. The Fire Chief may require a verification/certification from a qualified health care provider before allowing sick leave to be used.
14. During extended absences, light duty assignments may be available based on policy.
15. Bereavement leave is in the MOU and time off for serious illness is in the California Family Right Act (CFRA) and Family Medical Leave Act (FMLA).
16. Pregnant employees may take sick leave based on certification from a qualified health care provider.

Scotts Valley Fire Protection District	
POLICY: 1506 DATE APPROVED: 3/9/2022 BOARD PRESIDENT: _____	SUBJECT: Paid Call Firefighter (PCF) Hiring FIRE CHIEF: _____

Policy 1506: Paid Call Firefighter (PCF) Hiring


PCF's supplement the Fire District's regular career Firefighters on emergency incidents and in community service activities. The PCF must meet the following minimum qualifications and participate in a selection/testing process:

- Citizen of the United States or a permanent resident alien who is eligible for citizenship
- Minimum age of 18 years of age
- High school graduate or it's tested equivalent
- Must reside within a 10 mile travel distance to headquarters fire station
- Must possess and maintain a valid Class C California Driver License
- Must be "insurable" to drive and operate District vehicles as defined and determined by the District insurance carrier
- Must pass a medical physical examination as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group to include 20/40 vision (uncorrected)
- Good physical condition and agility
- Possess a valid "Advanced First Aid" card or equivalent

PCF's shall not be a member of any other fire department or district as a career firefighter.

Any person wishing to become a PCF will submit a district application to the administrative office. Applications submitted will be reviewed and screened to determine if the applicant meets all requirements.

The District will maintain a file of interested candidates. All candidates on file will be invited to take part in the testing process. Candidates will be required to respond in writing to confirm their continued interest before proceeding with the testing process.

Scotts Valley Fire Protection District	
POLICY: 1506	SUBJECT: Paid Call Firefighter (PCF) Hiring

Candidates for Paid Call Firefighter positions will complete the following process:

1. Application screening for minimum requirements to participate in the testing process.
2. Review and approval of driving record by the District's liability insurance carrier.
3. Possess a current CPAT card.
4. Oral interview.
5. Medical physical evaluation by the District's designated physician.
6. Comprehensive background check.

Unacceptable ratings, incompleteness or failure of any of the above testing components will be cause for disqualification of the candidate.

Scores from the oral interview process shall be used to determine and establish an eligibility list. A minimum of 70% is required to pass the oral interview.

The eligibility list shall remain in effect for one year from the time of the first appointment. This list may be terminated or extended by the Fire Chief.

Newly appointed PCF's shall be required to successfully complete a comprehensive training academy, unless the required certifications have already been obtained from a previous fire academy.

All newly appointed PCF's will be on Probationary Status for a period of one year from the date of hire.



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Ron Whittle
Fire Chief

Request for Proposal (RFP)

The Scotts Valley Fire Protection District (SVFPD) is requesting proposals to conduct financial audits for each of the following fiscal years: 2021/2022, 2022/2023 and 2023/2024. The SVFPD Budgets and Financial Statements are available on our website: www.scottsvalleyfire.com

Submit proposals by Friday, April 22, 2022 to:

Ron Whittle, Fire Chief
Scotts Valley Fire Protection District
7 Erba Lane, Scotts Valley, CA 95066
(831) 438-0211

Queries can be made to Fire Chief Ron Whittle at: rwhittle@scottsvalleyfire.com

The Board of Directors will consider the audit proposals at their May 11, 2022, regular Board meeting and reserves the right to accept or reject any or all proposals.

1. BACKGROUND

The Scotts Valley Fire Protection District ("SVFPD") is an independent autonomous fire district, formed under the "Fire Protection District law of 1987", Government Code and Health and Safety Code, State of California. The SVFPD was organized in 1958 and currently has the following funds:

- General Fund
- Capital Outlay/Zone A
- Santa Cruz Hazardous Materials Interagency Team (SCHMIT) – Fiduciary Fund

The SVFPD is required by State Law to provide an annual audit of its financial statements by a Certified Public Accountant in accordance with generally accepted auditing standards.

The SVFPD cash balances are on deposit with the Santa Cruz County Treasurer. The SVFPD uses Santa Cruz County software for payroll and accounting applications.

2. SCOPE OF WORK

- A. The audit and report shall be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA); the AICPA Audits of State and Local Governmental Units audit and accounting guide; the Governmental Auditing Standards, published by the U.S. General Accounting Office including GASB requirements; and State of California Controller's Minimum Audit Requirements for California Special Districts.
- B. The auditor will meet with SVFPD management staff for an entrance and exit conference.
- C. The auditor will provide the SVFPD with a PDF copy of the audit report.

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta

- D. Presentation to the Board of Directors. Auditor will provide a final presentation to the Board of Directors at the Regular Board meeting in December of each year.

3. REPORT REQUIREMENTS

- A. For financial audits, the auditor shall examine the financial statements and records of the SVFPD and shall issue an auditor's opinion on the SVFPD financial statements. Such financial statements shall be prepared in conformity with generally accepted accounting principles.
- B. The auditor shall issue a compliance report based on an audit of general purpose or basic financial statements and a report on the internal control structure; both in accordance with Government Accounting Standards.
- C. The auditor shall prepare a comprehensive management letter including the auditor's findings and recommendations relative to the internal accounting and administrative controls, compliance with laws and regulations as applicable and adherence to generally accepted accounting principles. Management letters shall be addressed to the District Fire Chief.
- D. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware, to the Board of Directors and Fire Chief.

4. AUDIT TERM

If the selected firm performs satisfactorily for the June 30, 2022 audit, it is anticipated that the same firm will be engaged to perform the audit for the two succeeding years, subject to an annual evaluation.

5. CONTRACTUAL ARRANGEMENTS

- A. Work papers and reports must be retained for a period of three years after the completion of the audit and made available for inspection by the SVFPD or government auditor's if requested by them.
- B. SVFPD Staff will be available and provide documentation to assist the auditor during the course of the audit.
- C. Payment for the audit will be made based on the terms of the contract.

6. REQUESTED INFORMATION

Requested information is contained in Exhibit 1.

7. INSURANCE AND INDEMNITY

The Auditor selected shall be required to carry the minimum types of insurance and the minimum amounts set forth in Exhibit 1.

EXHIBIT 1

REQUESTED INFORMATION

This section contains questions that will allow the SVFPD to evaluate the firm and services provided. In the proposal, please respond to the questions in the order they are requested with the same number sequence.

1. General Information

- A. Provide the firm's address, telephone number and contact name.
- B. How long has the firm been in business?
- C. How many financial audits were performed by the firm for public agencies during 2019, 2020 and 2021?
- D. Describe the recent firm auditing experience similar to the type of audit requested.
- E. Provide a client listing for references.
- F. Is there any pending litigation against the firm? If so, please provide details.

2. Organization and Personnel

- A. Provide an organizational chart for the location where the SVFPD account will be handled.
- B. Provide resumes of partners, audit managers, field supervisors and other staff who would be assigned to work on the SVFPD account.

3. Proposer's Approach to the Examination

- A. Submit a general audit work plan to accomplish the scope defined in these guidelines. The audit work plan should demonstrate the proposer's understanding of the audit requirements and the audit tests and procedures to be applied in completing the audit plan. The plan should detail the expected number of audit hours by staff level.
- B. Detail how the reporting deadline requirements of the audit will be met.

4. Insurance

Please confirm that the required Certificates of Insurance will be provided:

- A. Commercial General Liability insurance with minimum limits of \$2,000,000 per occurrence with an Additional Insured Endorsement.
- B. Automobile Liability insurance with a minimum limits of \$1,000,000 per accident.
- C. Workers' Compensation with statutory limits, as required by the Labor Code of the State of California, and Employer's Liability with minimum limits of \$1,000,000 per occurrence.
- D. Professional Liability/Errors and Omissions insurance with minimum limits of \$2,000,000 per occurrence.

5. Affirmations

Provide a positive statement to confirm that each of the following mandatory criteria is satisfied:

- A. The proposer is properly licensed to practice as a certified public accountant in the State of California.
- B. The proposer meets the independence requirements of the American Institute of Certified Public Accountants and the Government Auditing Standards.

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta

- C. The proposer meets the continuing education and external quality control review requirements contained in the Government Auditing Standards.

6. Information/Fees

The following documents should be included in your proposal package:

- A. Sample audit report
- B. Proposed Contract for Services
- C. A "Not-to-Exceed" fee for 2022, 2023 and 2024 inclusive of travel, per diem and all other out of pocket expenses.

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

Ron Whittle
Fire Chief

Date: March 9, 2022
To: Board of Directors
From: Chief Ron Whittle
Subject: SCBA Compressor Purchase

Recommendation

Authorize the Fire Chief to purchase a new SCBA air compressor as budgeted, and approve payment not to exceed \$70,000.

Discussion

Last year the District upgraded our entire inventory of Self Contained Breathing Apparatus to the new Scott X3Pro Air 5500psi packs. Our current breathing air compressor is not capable of completely filling the new high pressure air cylinders, and is designated for surplus in this Board agenda.

The updated total cost of the new Bauer Unicus 4/13-E1, which includes four (4) 6000psi storage cylinders, Electronic CO Monitoring w/ Calibration Kit, installation and training, is \$68,925.55.

This purchase was anticipated and is in the approved 21/22 FY Capital Outlay (685030) budget.

Board of Directors

Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Josh Nehf
Scotts Valley Fire Department
Phone: 831-234-2522
Email: jnehf@scottsvalleyfire.com

Date: 2/16/2022

Quotation Valid for 60 Days.				
ITEM	QTY	DESCRIPTION	PRICE	AMOUNT
1	1	Unicus 4/13-E1 Working pressure: 6,000 psi Charging rate: 13.0 scfm Horsepower: 10 single phase Including four (4) 6,000 psi ASME Cylinders	\$55,506.00	
2	1	Electronic CO Monitor w/Calibration Kit		<u>\$3,515.00</u>
Sub Total			\$59,021.00	
Sales Tax 9.75%			\$5,754.55	
Freight			\$2,650.00	
Installation/Startup/Training				<u>\$1,500.00</u>
Total			\$68,925.55	

Note: Bauer Compressors will deliver compressor, place unit into installation site, make final hook up to supplied electrical power, make final run test of compressor and perform operational training for Scotts Valley FD personnel.

Quotation prices are valid for 60 days. Call 925-449-7210 if past expiration date.
Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,
Tim McGuire
925-449-7210
tim.mcguire@bauersf.com



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Ron Whittle
Fire Chief

Date: March 9, 2022
To: Board of Directors
From: Chief Ron Whittle
Subject: Erba Seismic Structural Evaluation Report

Recommendation

Adopt Resolution 2022-3 requesting a transfer of funds to the General Fund Professional & Specialized Services account.

Approve contract with MME for engineering services for the evaluation and seismic upgrade of the Erba Lane fire station.

Discussion

In May of 2019, the District accepted a Facilities Master Plan that was conducted by Group 4 Architecture Research and Planning. The report outlined options for the Districts' Erba Lane fire station that included relocation or remodel of the current facility. In October of 2019 the Board determined that the cost of building a new facility was not feasible, and that staff should research options for remodeling of the Erba station. In October 2020, staff began researching those options, and determining next steps. The main obstacle for starting a remodel at the Erba station is the seismic instability of the building. We began looking for grant assistance, and we learned of a Hazard Mitigation Grant program through Cal OES and FEMA.

As part of the grant application, we needed to get an approximate dollar figure for seismic upgrades to put in the grant. We reached out to the structural engineer firm that did the original assessment for Group 4, and did not get much help with what we needed for the grant. We then contacted a few local structural engineers, and one of them was able to assist us.

After beginning the grant application process, we learned that a Local Hazard Mitigation Plan (LHMP) would be required before a grant could be awarded, and the District does not currently have one in place. The process of completing a LHMG would cost between \$150,000 and \$200,000 and take up to a year to complete. We did not continue with the grant application.

Staff then met with the Board Equipment and Facilities Committee. We evaluated our options going forward and determined the next step would be to complete a full seismic structural evaluation, including plans and bids for the Erba station seismic retrofit.

Board of Directors
Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta

In February we posted a request for bids for the Erba Station Seismic Upgrade. We received two bids for the project.

Staff evaluated the two bids and the bid from MME Structural Engineering was selected as the proposal that best fit our needs, and was also lower in price.

This report was not budgeted, therefore it is necessary to adopt a resolution authorizing the transfer of the appropriate amount from the General Fund Undesignated Fund Balance (\$1,113,588), into the General Fund Professional & Specialized Services account. The amount will not exceed \$73,000 and will be paid incrementally as invoiced by the engineer.

Board of Directors

Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta



December 6, 2021

Ron Whittle, Fire Chief

Scotts Valley Fire District
7 Erba Lane
Scotts Valley, CA 95066

Re: Proposal for the Seismic Upgrade of the 7 Erba Lane Fire Station

MME Project No: 21183

Dear Mr. Whittle,

Thank you for asking MME to provide your engineering services, accordingly we have prepared the following proposal for your review.

Project Understanding

This project consists of the evaluation and seismic upgrade of the Fire Station located at 7 Erba Lane, Scotts Valley.

Our work will generally include the engineering services to prepare an ASCE 41 Tier 1 and 2 evaluation, as well as prepare construction documents including plans, specifications, and estimates for use in competitive bidding and construction of this project. We have reviewed the Tier 1 report that Degenkolb has provided and due to the number of unknowns at the time that they conducted their evaluation, we will need to also complete a Tier 1 evaluation. Our evaluation will be based on the additional information we attain during the testing in Phase 1 of our work. After Tier 1 is complete, we can complete the Tier 2 evaluation.

Our work will be divided into four phases:

1. Phase 1 will include data collection, creating as-built structural drawings, testing, and performing the ASCE 41 Tier 1, and Tier 2 deficiency evaluation. Our evaluation will be for the structural elements of the building only. Nonstructural components will **not** be evaluated as part of this proposal.
2. Phase 2 will include the structural design of the required repairs determined during Phase 1 and the production of construction drawings.
3. Phase 3 will include bidding phase support.
4. Phase 4 will include construction phase support.

This proposal is intended to provide the evaluation and design for the seismic upgrades for only the structural components of the building. There are typically other design costs that will need to be considered including architectural improvements and upgrades of the non-structural components. These items may need to be conducted in the future to ensure the building meets the requirements of the California Building Code and ASCE 41.



We understand there will be a site-specific geotechnical report available for this project.

Existing as-built plans and specifications furnished for our use and the testing that we conduct and will be the sources of detailed information about the structural components of the buildings. Additional removal of architectural finishes will not be done at this time. Our analysis will result in a summary of structural findings from which conclusions and recommendations can be made for selecting or upgrading the primary structural systems.

Because the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, all the construction details can seldom be precisely shown on the drawings before the work of construction begins. Therefore, unforeseen field conditions will generate a certain amount of Additional Services work and expense due to no fault of anyone and we recommend the Owner carry a bigger contingency for additional design fees and additional construction costs to address existing conditions.

Scope of Proposed Services

The scope of our services is based on a review of 1983 and 1984 as-built drawings, a review of the Degenkolb Seismic Evaluation, observations made during a visit to the site, and discussions with you. Based on this information, we intend to provide the following services:

Design Phase Services

Phase One – Tier 1 Evaluation and Tier 2 Deficiency Based Evaluation

1. Participate in correspondence with you and members of the design team as may be required to accomplish the tasks identified during this phase.
2. Visit the project site with the members of the project team to further our knowledge of the project site and its opportunities and constraints.
3. Develop a scope of services and subcontract with our sub-consultants to provide specialized services outlined in their attached proposal.
4. Research, collect, review and study the information contained in our library of past project files and relevant information, plans, and reports made available to us by other members of the project team.
5. Field measure and photo document the structural portions of the building.
6. Prepare as-built structural drawings of the building.
7. Perform a Tier 1 Screening and a Tier 2 Deficiency-based evaluation in general accordance with the provisions of ASCE 41-17 *Seismic Evaluation and Retrofit of Existing Buildings*.



8. Prepare a report that will contain an evaluation of potential solutions, considerations involved, and recommended solutions and opinions of estimated Design Costs.
9. Prepare and deliver one or more conceptual drawings and/or sketches addressing the relevant design issues.
10. Prepare a rough order of magnitude of estimated construction costs for the portions of the project represented by our findings.
11. Provide the administrative support necessary for us to perform these services.

Phase Two - Construction Documents

The actual scope for Phase Two will be informed by the findings in Phase One and fully developed after the completion of Phase One. This preliminary scope is intended to develop a budget for the structural design work.

1. Participate in correspondence with you and members of the design team as may be required to accomplish the tasks identified during this phase.
2. Prepare and deliver final structural engineering calculations for major seismic components and elements of the primary structural systems.
3. Prepare and deliver final structural engineering drawings sufficiently detailed for competitive bidding and the guidance of a qualified, experienced contractor during construction of the proposed improvements. Drawings will be submitted at a 90% level for review and comment by the project team. After receipt of the reviewed 90% drawings, we will complete the design and preparation of 100% level drawings suitable for the Building Permit submittal.
4. Prepare and deliver technical specifications in short format on the plans for items included in our drawings. Specifications will be submitted at a 90% level for review and comment by the project team. After receipt of the reviewed 90% specifications, we will complete the preparation of 100% level specifications.
5. Assist in obtaining approval of our parts of the project by the Building Official by responding to one set of plan check comments. We have estimated **four** hours of services for this task.
6. Update the final opinion of estimated construction costs for the portions of the project represented by our drawings.
7. Provide quality assurance and quality control reviews of the final construction documents by a senior engineer.
8. Provide the administrative support necessary for us to perform these services.

Post Design Phase Services

Phase Three - Bidding Support

1. Attend an on-site, pre-bid meeting with interested bidders. Collect bidder's questions and prepare and deliver a Bid Addendum to all bidders, if required.



2. Provide the administrative support necessary for us to perform these services.

Phase Four - Construction Support

1. Participate in correspondence with you, your Contractor, the staff of the Building Official, and other members of the design team as may be required to accomplish the tasks identified during this phase.
2. Participate in a pre-construction meeting to answer questions about design intent or the interpretation of the documents before work at the site.
3. Review requests for change orders if they may arise.
4. Prepare and issue bulletins in response to RFI's during construction, if needed, for clarification of our drawings or specifications.
5. Review submittals and shop drawings, submitted through and checked by the General Contractor, for general compliance with the intent and requirements of our Construction Documents. Re-review of any submittals more than two times would be considered Additional Services.
6. Visit the construction site at 3 milestone points to observe the progress of construction and its general conformance to our Construction Documents and prepare and deliver Site Observation Logs.
7. Review laboratory test reports for engineering items detailed on our drawings or called out in our specification for conformance to the Construction Documents. Notify you regarding reports indicating non-conforming items.
8. Provide the administrative support necessary for us to perform these services.

Client's Responsibilities

The Client shall allow for site access, provide comments on deliverables and pay permit and design fees. The following project-related data is needed from the Client for our design work:

1. Geotechnical Investigation

Additional Services

Additional Services are those items that are not specifically mentioned under the scope of proposed Design Phase services outlined above and/or those items which arise as a result of unforeseen circumstances during the design or construction phases of the project. Any Additional Services and compensation shall be authorized by the Client in advance and in writing or acknowledged and confirmed by email.

The following is a partial list of work excluded from this scope of services: Land Surveying, Existing Underground Utility Location, Geotechnical Engineering, Environmental Assessments or Permits, Hazardous Materials Services, Architecture or Waterproofing, Mechanical, Electrical or Traffic Engineering, Pumps and Hydromodification Analysis, FEMA studies, Arborists Reports, Tree Protection Plans, Traffic Control Plan, Construction Staging Plans, SWPPP, Signalized Intersections



and Crosswalks, Bid Alternates, Value Engineering, Construction Inspection, Front End Specifications, Expedited Schedule, Demolition Plans, and Construction Contracts.

Deliverables

At the following points in the design process, we will furnish the following deliverables to you for your use, review, and comment:

- Schematic Design – Report in electronic PDF format
- Construction Documents 90% – A set of plans in electronic PDF format
- Construction Documents 100% – A set of signed plans and calculations in electronic PDF format

Time Schedule

Based on our present workload, we could begin work on this project within two weeks of receiving a signed copy of this proposal. The work will be completed pursuant to a mutually agreed-upon schedule.

Compensation for Services

Compensation for all services rendered in connection with this project will be based on time and expenses charged in accordance with our Schedule of Standard Billing Rates. Based on information available to us at this time, it is our opinion the estimated cost of our services will be Hourly Not To Exceed (plus reimbursable expenses):

Phase One – Tier 1 & 2	\$22,000
Phase Two – Construction Documents	\$20,000
Phase Three – Bidding	\$1,100
Phase Four – Construction	\$5,000
Reimbursable Expenses (Subconsultant) -	\$18,300
<u>Contingency -</u>	<u>\$6,600</u>
Total	\$73,000

(Please see the attached Engineering Fee Estimate for more information.)

Standard Provisions of Contract

1. The term "Engineer" as used herein shall include the officers, employees, agents, and other consultants directly employed by or under subcontract with Mesiti-Miller Engineering, Inc. The term "Client" as used herein shall include the party or parties to whom this document is addressed, the party or parties signing this agreement, the project owners, as well as the officers, employees, agents, consultants, subsidiaries, successors and assigns of the Client.



2. The Engineer shall have no responsibility for any consequences resulting from a modification to or use of his work product not contemplated by this agreement or approved in writing by the Engineer.
3. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client waives any claim against the Engineer and agrees to defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss arising or allegedly arising from error, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
4. In the event the professional services of the Engineer do not include periodic review and observation of the contractor's work during construction of the improvements, Client agrees to defend, indemnify and hold harmless the Engineer from any claim or suit, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from a failure of the contractor's work to conform to the design intent and/or the contract documents. The Engineer agrees to be responsible for his own negligent acts, errors or omissions.
5. Inasmuch as the remodeling and/or rehabilitation of an existing building/facility requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building/facility, the Client agrees that, except for negligence on the part of the Engineer, the Client shall hold harmless, indemnify and defend the Engineer from and against any and all claims arising out of the professional services provided under this agreement.
6. If the project is suspended by client for more than thirty calendar days in the aggregate, and not to exceed 180 days, and said suspension was not caused by the wrongful conduct of the Engineer, the Engineer shall be compensated for services performed and charges incurred prior to the suspension and, upon resumption an adjustment in fees up to fifteen percent of the fee accrued up to the suspension to accommodate the resulting deactivation and reactivation costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension.
7. The Engineer reserves the right to sub-contract with specialized sub-consultants to support the project.
8. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under



similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

9. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.
10. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
11. All construction projects require operation, inspection and maintenance and these are responsibilities of the Owner.
12. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
13. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed hazardous material. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed hazardous material, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
14. Engineer's services, opinions, plans and reports are made for the sole use and benefit of the Client and solely for the Client's use on the Project. They are not to be provided to any person or entity without express written consent of the Engineer and shall not be mentioned, communicated, disclosed or referred to in any offering, circular, loan application, or real estate sales transaction without the express written authorization of the Engineer. Client shall defend, indemnify



- and hold harmless the Engineer and its employees, from and against any and all claims prosecuted by, or damages or liability owed to, any person or entity relying upon the services, opinions, plans or reports of the Engineer unless the Engineer expressly authorized, in writing, the distribution of such reports or opinions to such person or entity.
15. Except for the Engineer's own errors, omissions and/or negligent acts, the Client agrees to indemnify and hold the Engineer harmless from all claims, damages, losses and expenses (including reasonable attorney's fees) resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts any of them may be liable.
 16. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed **one hundred thousand dollars**, the amount of available insurance, or the limit of our fees, whichever is less. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (other limits of liability are available at additional cost).
 17. All claims asserting professional negligence against the Engineer shall be submitted to non-binding mediation under the auspices of a mediation service experienced in construction claims prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. Mediation arising out of or relating to this agreement may include, by consolidation, joinder or in any voluntary manner, any additional person not a party to this agreement by mutual agreement of the parties. Any consent to mediation involving an additional person or persons shall not constitute consent to mediate any dispute not described therein. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to be the parties to this agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.
 18. For any damage caused by negligence other than professional negligence, Engineer's liability, in the aggregate under this agreement shall not exceed the available limits of Engineer's comprehensive general and automobile liability insurance coverage.
 19. In no event shall Engineer be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or non-professional.



20. If any claim, action or proceeding is brought against the Engineer by any third party, including any insurer asserting subrogation rights, relating to services under this agreement, Client agrees to indemnify the Engineer for, and to hold the Engineer harmless against, any and all losses, damages, costs, expenses, legal fees, consulting fees, including Engineer's, and other costs of defense reasonably incurred by Engineer unless it is proven that the Engineer was guilty of sole negligence or willful misconduct in connection with Engineer's services. Engineer shall control the defense of any such claim, action or proceeding, including the selection of counsel.
21. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party fourteen calendar days prior notice. The Client shall within thirty days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. The Client shall reimburse the Engineer for all expenses reasonably incurred by the Engineer in connection with termination of this Agreement, including but not limited to administrative deactivation, reassignment of personnel, archiving of documents, and space and equipment costs.
22. Invoices will be submitted periodically, are due upon presentation and shall be considered past due if not paid within ten calendar days after the invoice date. If payment is not received by the Engineer within thirty calendar days of the date of the invoice, the Client shall pay an additional service charge of one percent of the past due amount per month. Payment thereafter shall first be applied to accrued service charges and then to the unpaid principal.
23. If the Client fails to pay past due amounts within twenty calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non-payment of the Engineer's fees.
24. Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client and payment is due regardless of suspension or termination of the Agreement by either party.
25. If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within ten calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Lack of timely written objection shall indicate Client approves all charges shown on the invoice. Service charges as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Engineer's favor and unpaid for more than thirty calendar days after date of submission.



26. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, all attorney's fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
27. If either party brings legal action to enforce this agreement, the venue for such action shall be Santa Cruz County and the prevailing party shall be entitled to costs and reasonable attorney's fees incurred in bringing such action.
28. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be binding upon the parties.

continued on next page



Acceptance of Proposal

If these terms are acceptable to you, and you wish us to proceed with the work, please signify your agreement by signing and returning a copy of this letter in the space provided below. This proposal is valid for thirty days.

Thank you for the opportunity to prepare this proposal. Should you have any questions please call me. We look forward to working together with you.

Respectfully yours,

Dale Hendsbee, S.E.
Principal

Enclosure

cc: Addressee
Contract file

Agreement

I have read and fully understand this proposal for engineering services. I agree to all the foregoing terms and understand that the signing of this letter constitutes a formal agreement on my part, and on behalf of all the owners of this project.

In accordance with Title 16, California Code of Regulations, Section 463.5, I further acknowledge notice that the engineering services contemplated by this agreement will be performed under the responsible charge of one or more of the following engineers licensed by the California Board for Professional Engineers, Land Surveyors, and Geologists:

Name	License Number	Name	License Number
Dale Hendsbee	S 3549	Phil Doody	C 64009
Robert Riley	S 5991	Garrett Roffe	C 79596
Rodney Cahill	C 67728	Edgar Diaz	C 88817

Proposal accepted by: _____ Date: _____

Printed name / title: _____ / _____



Schedule of Standard Billing Rates

Effective through December, 2021

Office Personnel

Engineer I	\$ 116 / hour
Engineer II	\$ 135 / hour
Engineer III	\$ 155 / hour
Engineer IV	\$ 180 / hour
Engineer V	\$ 200 / hour
Principal Engineer	\$ 210 / hour
Expert Witness Services	\$ 345 / hour
Deposition, court appearance and preparation	
Administrative Assistant	\$ 87 / hour
CAD Technician I	\$ 85 / hour
CAD Technician II	\$ 105 / hour
Field Technician I	\$ 100 / hour
Field Technician II	\$ 125 / hour
Minimum Consultation Fee	\$ 750

Reimbursable Expenses

Sub-Consultants	Direct Billing x 1.10
Outside Services	Direct Cost x 1.15
Printing, delivery, equipment rental, and other direct project expenses	
In-House Services	
Photocopies	\$ 0.10 sheet
Plotting -internal check plots on bond	\$ 2.00 sheet
-final plots on bond	\$ 10.00 sheet
Travel	
Automobile mileage	\$ 0.56 mile
Airfare, Car Rental, etc.	Direct Cost x 1.15
Per Diem Allowance (varies by location)	\$ 150/day



MME

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Engineering Fee Estimate									
prepared for Scotts Valley Fire District									
Seismic Upgrade - 7 Erba Lane, Scotts Valley									
Mesiti-Miller Engineering, Inc.									
MME Project Number: 21183									
12/6/2021									
Item	Task Description	Personnel and Hourly Billing Rates							Total
		Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Admin Assist	Fee
		\$210	\$200	\$180	\$155	\$135	\$116	\$87	
Phase One - Tier 1 and 2									
1	Correspondence								\$0
2	Site Visit	2	3						\$0
3	Subconsultants coord		4	3					\$1,020
4	Review Information	2	2	4					\$1,340
5	Field Measure & Document			12	12				\$1,540
6	As Built Drawings				24				\$4,020
7	Tier 1 & Tier 2	4	3	36					\$3,720
8	Report								\$7,920
9	Conceptual Drawings				12				\$0
10	Cost Estimate			6					\$1,860
11	Administration							6	\$0
Subtotals:		8	12	61	48	0	0	6	\$522
Phase Two - Construction Documents									
1	Correspondence	1	2						\$610
2	SE Calculations			36					\$6,480
3	90%/100% SE Drawings		8	20	20				\$8,300
4	Technical Specifications			4					\$720
5	Plan Check Response			4					\$720
6	Cost Estimate		2	6					\$1,480
7	Quality Control	2	4						\$1,220
8	Administration							6	\$522
Subtotals:		3	16	70	20	0	0	6	\$20,052
Phase Three - Bidding									
1	Addenda			5					\$900
2	Administration							2	\$174
Subtotals:		0	0	5	0	0	0	2	\$1,074
Phase Four - Construction									
1	Correspondence		1	2					\$560
2	Pre-construction meeting		2	1					\$580
3	Change Orders			4					\$720
4	RFI's			4					\$720
5	Submittals			4					\$720
6	Site Visits (3)			6					\$1,080
7	Review Lab Tests			2					\$360
9	Administration							3	\$261
Subtotals:		0	3	23	0	0	0	3	\$5,001
Services Subtotal:								\$48,069	
Reimbursable Expenses									
1	Plotting and Delivery								\$0
2	Mileage							0.56	\$0
3	Subconsultants (x 1.10)	Testing (See Attached Proposal)				\$	16,628	1.1	\$18,291
Subtotals:									\$18,291
Services and Expenses Subtotal:								\$66,360	
Contingency (10%):								\$6,636	
Total:								\$72,996	

This is our estimate based on currently available information. We may redistribute compensation between phases to be consistent with the hours of services provided, but shall not exceed the total unless approved by the Client.
 This estimate is based on hourly rates effective through December 2021

**SMITH-EMERY SAN FRANCISCO***An Independent Commercial Testing Laboratory, Established 1904**1940 Oakdale Blvd
San Francisco, California 94124**Phone (415) 642-7326**Fax (415) 642-7056*

November 18, 2021

MME

Attn: Bob Riley

bob@m-me.com

Project: Scotts Valley Fire Department
7 Erba Lane
Scotts Valley, Ca

Subject: Scotts Valley Fire Department Investigation

Smith Emery San Francisco is pleased to provide you with a quote to send technicians out to perform an investigation of select locations at the address listed above.

The investigation will entail the use of GPR to locate the rebar, grout and it's mapping, saw cutting for the sampling of the masonry prisms, excavation of footing, misc. tools for access to the footing through any cover and excavation of the rebar for documentation purposes. Sampling locations will be per the supplied plans from the EOR. Any additional hourly costs for the technicians to use the equipment above and beyond regular work hours will be at the same quoted rates below multiplied by the particular applicable overtime or off hour rates.

Labor (Tech to perform GPR)	\$4,440.00 (\$185/hr. with 4 hr. minimums-24 Hours Total)
Labor (Tech to perform Documentation)	\$1,500.00 (\$125/hr. with 4 hr. minimums-12 Hours Total)
Labor (Tech for Footing Excavation)*	\$4,800.00 (\$150/hr. with 4 hr. minimums-32 Hours Total)
Labor (Tech for Slab Replacement)	\$2,400.00 (\$150/hr. with 4 hr. minimums-16 Hours Total)
Testing of Prism (2 Total)	\$400.00 (\$200/Test)
Misc. Materials	\$1,000.00
Sample Pick up (2 Samples)	\$0.00 (\$0/Sample)
Report Charge (1 Report)	\$1,000.00 (1 Report)
Admin Fee (7%)	<u>\$1,087.80</u>
	\$16,627.80

*If wall and slab cutting is needed to be subcontracted, the cost will be invoiced at cost plus 20%.

NOTE: Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by Smith-Emery are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals." Client will be invoiced for all work performed and only for work performed based on Smith-Emery's Working Conditions and Hours as an attachment to their contract.

The above hourly rate for testing is for a tech working a regular 8 hr day at the rates listed above per hour, per tech. Any overtime will be at 1.5 times the rate and double time at 2.0 times the rate. Swing or midnight shift requires an additional 12.5% per hour premium. If areal equipment is required to access the parts of the building in order to perform testing it is to be provided to us by the client or will be charged on and above the quoted budget. Client is responsible for supplying electrical power and a readily available supply of water necessary to perform testing including all recapture of water run off as required by city/state statutes if needed.

Please advise us of your testing schedule so we can have the personnel available. If problems arise due to failures in the testing of your project and additional testing becomes necessary we will try to accommodate a new schedule timely as long as it does not conflict with other testing schedules.



SMITH-EMERY SAN FRANCISCO

An Independent Commercial Testing Laboratory, Established 1904

1940 Oakdale Blvd
San Francisco, California 94124

Phone (415) 642-7326

Fax (415) 642-7056

Terms of Payment

Upon ordering work from Smith-Emery San Francisco and in consideration of the extension of credit, Client and Smith-Emery agree as follows:

Invoices for services will be rendered weekly and payments thereof are due upon presentation of invoice.

Where credit terms have been requested and approved by Smith-Emery, invoice terms will be net fifteen (15) days.

Client will notify Smith-Emery of any invoice errors or necessary corrections within fifteen (15) days of receipt of invoice; thereafter, client acknowledges invoices shall be deemed to be correct.

Invoices shall be deemed delinquent if not paid within thirty (30) days from the date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the invoice total for each month for additional credit and collection expense incurred thereby.

Smith-Emery reserves the right to terminate its Services to Client, with 3-day notice, if all invoices are not paid currently. Upon such termination of Services, the entire amount accrued for all Services performed shall immediately become due and payable. Client waives any and all claims against Smith-Emery, its subsidiaries, affiliates, servants and agents, in connection with termination of work pursuant to this paragraph.

Should Smith-Emery deem it necessary to refer a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by Smith-Emery shall be in Los Angeles County, State of California.

Anticipated Costs

The Client recognizes that any weekly overtime hours, Saturday or Sunday work, double shift, and/or night shift differential is not included in this proposal unless noted.

Acceptance of this document will allow Smith Emery San Francisco to perform the work. Please sign and return.

Respectfully submitted,
SMITH-EMERY

Wylie Stevenson
San Francisco Physical Lab

Accepted by

Firm

Signature

Print Name

Basis of Charges

The Charges for Services and General Conditions set forth below will govern the provision of services and will constitute the contract terms between the Client and Smith-Emery of San Francisco Inc. ("Smith-Emery") unless the Client and Smith-Emery have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control. Services are provided on time and materials. Effective through June 30, 2022.

1. Working Conditions and Hours – Field Services

1.1 Minimum Charges

Show-Up – No work performed – 2 hours
 Work 1 to 4 hours of inspection – Bill 4 hours
 Work 4 to 8 hours of inspection – Bill 8 hours
 NOTE: Less than 24 hour call-out may necessitate premium charges.

1.2 Regular Time

First 8 hours, Monday through Friday
 Day Shift starts after 4am or before 2 pm

1.3 Time and One-Half

Over 8 hours Monday through Friday
 Hours 1 through 8 on Saturday

1.4 Double Time

Over 12 hours Monday through Friday and over 8 hours on Saturday
 Hours 1 through 8 on Sunday

1.5 Holidays

All holidays at the jobsite will be billed at Double Time. Holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas. If the holiday falls on a Sunday the following Monday will be billed at double time rates. If the holiday falls on a Saturday, the preceding Friday will be billed at a double time rate.

1.6 Travel Time and Mileage

No Travel Time or Mileage to/from the jobsite if the jobsite is within a fifty (50) mile radius of Smith-Emery's office or the inspector's place of residence, whichever is closer to the jobsite. If a jobsite falls outside of a fifty (50) mile radius as described above, travel time and mileage will be charged. Travel time will be charged at the inspector's billing rate and mileage will be charged at the Internal Revenue Service (IRS) mileage rates- <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>. Technician time charges may be portal to portal (if necessary to pick up and drop off equipment) to closest lab location plus mileage reimbursement .

1.7 Parking

When not furnished, parking will be charged as paid by the SESF representative.

1.8 Subsistence

On remote jobs, subsistence, when not furnished for the inspector, will be charged by quotation.

1.9 Shift Differential

Add 12.5% for all Night Shift Differential, including California Steel Shops.
 Night Shifts are defined as shifts starting after 2:00pm and before 4:00 am.

1.10 Completion

SESF representative will remain on the job until discharged by competent authority.

1.11 Cancellation

No Charge if made before 4:00pm of the preceding day. Charge will be incurred by client if not cancelled by 4:00pm of the preceding day. See section 1.1 Minimum Charges.

1.12 Insurance

Smith-Emery carries all insurance required by law. Additional cost of extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at cost.

1.13 Concurrent Projects- Shop Fabrication

Smith-Emery Company reserves the right to schedule other inspection work concurrent with client's project at no additional cost to client provided that the inspection is per specification and applicable codes.

1.14 Ultrasonic Testing

Add +\$3.00 per hour - Ultrasonic Scope usage and calibration: \$40.00 per day of use.

1.15 3rd Party Billing Software

Customer requests to submit invoice(s) via customers Software will be charged for special billing handling. Charges will show on the invoice as Special Billing Handling at a flat rate of \$45.

2. Terms of Payment

2.1 Upon ordering work from Smith-Emery and in consideration of the extension of credit, Client and Smith-Emery agrees as follows:

- a. Invoices for services will be rendered weekly and payments thereof are due upon presentation of invoice.
- b. Where credit terms have been requested and approved by Smith-Emery, invoice terms will be net fifteen (15) days.
- c. Client will notify Smith-Emery of any invoice errors or necessary corrections within fifteen (15) days of receipt of invoice; thereafter, client acknowledges invoices shall be deemed to be correct.
- d. Invoices shall be deemed delinquent if not paid within thirty (30) days from the date of the invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the invoice total for each month for additional credit and collection expense incurred thereby.
- e. Smith-Emery reserves the right to terminate its Services to Client without notice if all invoices are not paid currently. Upon such termination of Services, the entire amount accrued for all Services performed shall immediately become due and payable. Client

waves any and all claims against Smith-Emery, its subsidiaries, affiliates, servants and agents, in connection with termination of work pursuant to this paragraph.

- f. Should Smith-Emery deem it necessary to refer to a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement of the provision of services by Smith-Emery shall be in Los Angeles County, State of California.

3. Escalation Clause

- 3.1 Smith-Emery is a member of the Council of Engineer and Labor Employers, Inc. and is a Signatory to an Agreement with the International Union of Operating Engineers, Local 3, AFL-CIO, covering the licensed building inspectors. This union agreement covers wages, fringe benefits, and conditions and working hours. The prices quoted below for inspection services and testing rates are firm until the first June date which occurs after Client and Smith-Emery enter into this contract. On July first (7/1) of each year thereafter, the charges for services set forth in the Schedule of Fees will be adjusted by the percentage change resulting from our union contract renegotiation plus corresponding changes in our general administrative and overhead expenses. These modifications will be set forth in a current Schedule of Fees, and such adjusted charges shall become the agreed upon basis for charges by Smith-Emery to Client.

4. Anticipated Costs

- 4.1 Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by Smith-Emery are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals." Client will be invoiced for all work performed and only for work performed.

General Conditions

1. Indemnification

- 1.1 In the event of any claim against Smith-Emery by any party other than the Client, Client agrees to hold Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives, free and harmless of and from, and to indemnify and defend Smith-Emery against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses or costs (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including, but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss or damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by Client, however caused or alleged to have been caused, even if due to the acts, errors, omissions or negligence, active, affirmative or passive of Smith-Emery, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of Smith-Emery.

2. Limitation of Liability

- 2.1 Client and Smith-Emery agree to limit the liability, including but not limited to liability for consequential damages, of Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of Smith-Emery, arising directly or indirectly from the performance of the professional services under this Agreement, to Client to \$10,000 or an amount equal to Smith-Emery's fee, whichever is greater.
- 2.2 Client agrees and understands that, in order to provide the professional services requested at the agreed-upon fees, this Agreement does not provide for full liability of Smith-Emery for losses or damages which may arise directly or indirectly under this Agreement. Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to Smith-Emery shall be subject to agreement. Client agrees that this provision limiting Smith-Emery's liability cannot be modified, altered, or varied except by written instrument signed by client and Smith-Emery.
- 2.3 Client understands and agrees that Smith-Emery is not an insurer; that this Agreement does not provide Client with insurance coverage by Smith-Emery or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by Smith-Emery; that insurance, if any, shall be obtained by Client at Client's sole expense.

3. Dominant Terms

- 3.1 The terms and conditions of this Agreement shall take precedence over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between Smith-Emery and Client and are not binding upon Smith-Emery. The terms and Conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Smith-Emery.
- 3.2 Due to the state of the construction industry in the Bay Area, and the resultant demand for Smith-Emery's services, should circumstances beyond our control mandate a need to subcontract services on your project to ensure adequate inspection coverage, we will subcontract the required services and rebill those services at cost +10%.

PLEASE READ THESE GENERAL CONDITIONS WITH CARE

SCOTTS VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2022-3

RESOLUTION REQUESTING TRANSFER OF FUNDS

WHEREAS, the Scotts Valley Fire Protection District is in need of a transfer of funds from the General Fund Balance-Undesignated (98695) to the General Fund Professional & Specialized Services (62381); and

WHEREAS, such funds are set forth in the 2021/2022 FY budget;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller transfers funds in the amount of \$73,000 as follows:

Funds hereby transferred from:

<u>GL Key</u>	<u>GL Object</u>	<u>Account Name</u>	<u>Amount</u>
685010	98695	Fund Balance-Undesignated	\$73,000

And that such funds be and are hereby transferred to:

<u>GL Key</u>	<u>GL Object</u>	<u>Account Name</u>	<u>Amount</u>
685010	62381	Professional and Specialized Services	\$73,000

PASSED AND ADOPTED by the Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, this 9th day of March 2022, by the following vote:

AYE NAY ABSENT ABSTAIN

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

Russ Patterson
Board President

ATTEST: _____
Ron Whittle
Board Secretary

cc: County Auditor/Controller



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Ron Whittle
Fire Chief

Date March 9, 2022
To: Board of Directors
From: Chief Ron Whittle
Subject: Staff Organization and Hiring

Recommendations

1. Approve revised Policy 1700 Job Descriptions.
2. Approve revised Policy 400 Organizational Chart.
3. Approve Policy 1704 Deputy Fire Marshal Job Description.
4. Approve recommended salary and benefits package for the Deputy Fire Marshal position, and direct the Fire Chief and District Labor Negotiators to formalize benefits into a new or existing MOU.
5. Authorize the Chief to post job announcement and fill the newly created position and leave the Administrative Captain position in place as an unfilled position.

Discussion


In 2005 the District promoted the Deputy Fire Marshal to Fire Marshal. That position was in place until the Fire Marshal retired in 2014. At that time, the Fire Chief handled the majority of the fire prevention workload, assisted by the admin staff and battalion chiefs. In 2016, the District created an Administrative Captain position to focus primarily on fire prevention duties, with the ability to perform other duties as needed.

The current Administrative Captain has been in the position for over 3 years, has done a great job of filling the void in fire prevention. He recently submitted a written request to return to an engine assignment, and with a pending opening at the Captain position, now is a good time to revisit the position of Deputy Fire Marshal.

The recommended job description has been aligned with the Career Development Guide requirements for Deputy Fire Marshal. A corresponding Duty Statement will be in place prior to appointment.

Staff has created a draft salary and benefit package for the Board to consider. The salary schedule was discussed with the District Organization and Personnel Committee, and aligns with the Fire Captain steps in the Local 3577 MOU. The other benefits are consistent with current District 40 hour employees in terms of vacation and sick leave accruals, holidays, health care, PERS, and post-retirement benefits.


Board of Directors
Robert Campbell Edward Harmon Joe Parker Russ Patterson Daron Pisciotta

Scotts Valley Fire Protection District	
POLICY: 1700	SUBJECT: Job Descriptions
DATE APPROVED: 3/9/2022	
BOARD CHAIR: _____	FIRE CHIEF: _____

Policy 1700: Job Descriptions

The following job descriptions are authorized for the listed positions by the following policies:

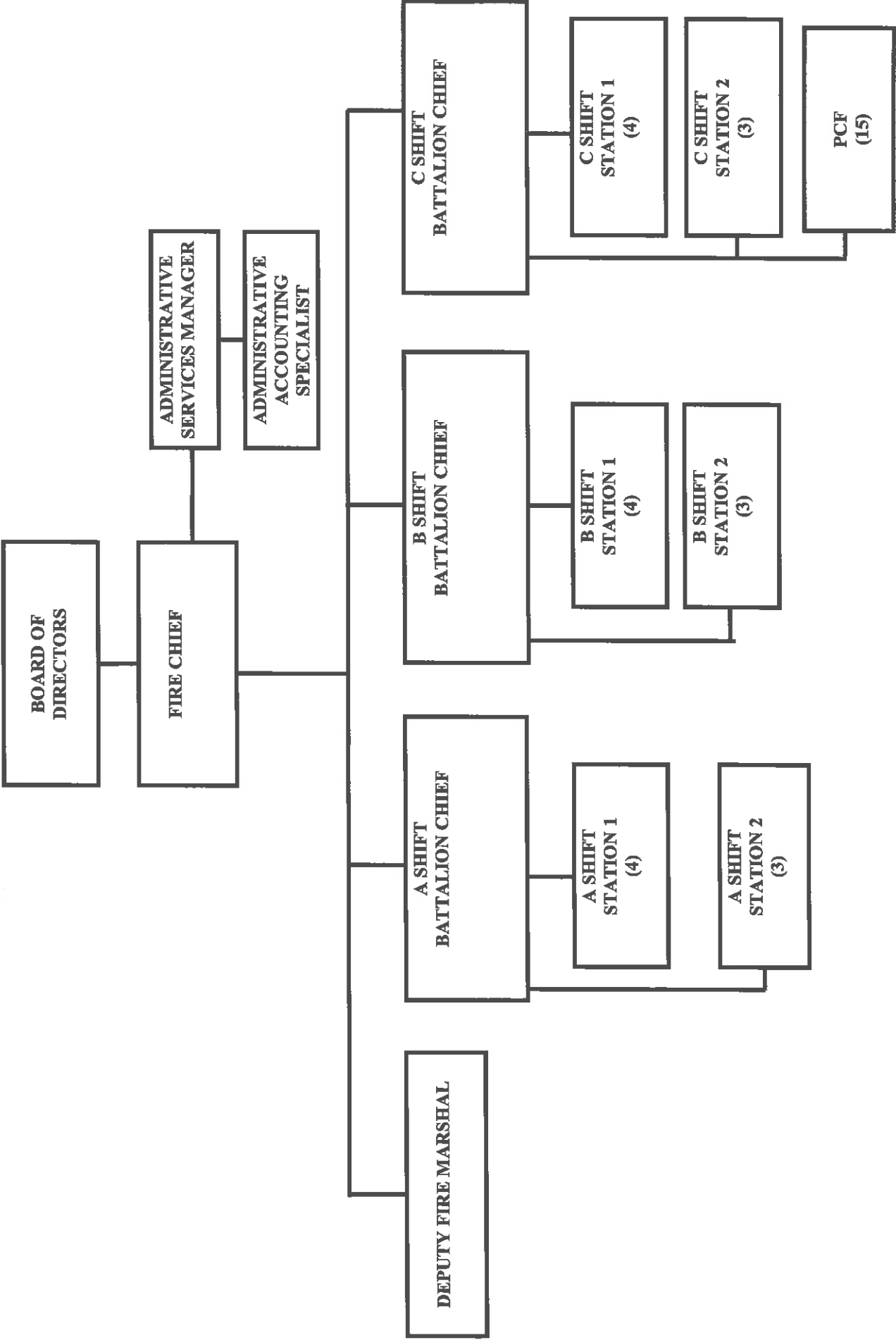
<i>Policy:</i>	<i>Revised:</i>
1701 Fire Chief.....	4/2017
1703 Battalion Chief.....	4/2021
1704 Deputy Fire Marshal.....	3/2022
1705 Fire Captain.....	4/2021
1706 Engineer.....	4/2021
1708 Firefighter.....	4/2021
1709 Paramedic.....	11/2007
1711 Administrative Services Manager.....	4/2021
1712 Administrative Accounting Specialist..	4/2021
1713 Paid Call Firefighter.....	2/2017
1714 Temporary Fire Inspector.....	9/2003
1715 Fire Hydrant Maintenance Worker.....	9/2003
1716 Fire Marshal.....	11/2005
1717 Fire Corps Volunteer.....	4/2006
1718 Fire Inspector.....	6/2008


Scotts Valley Fire Protection District	
POLICY: 400 DATE APPROVED: 3/9/2022 BOARD PRESIDENT: _____	SUBJECT: Organizational Chart FIRE CHIEF: _____

Policy 400: Organizational Chart

The positions on the attached organizational chart are authorized by the Board of Directors.

SCOTTS VALLEY FIRE PROTECTION DISTRICT
Organization Chart



Scotts Valley Fire Protection District	
POLICY: 1704	SUBJECT: Deputy Fire Marshal Job Description

ABILITY TO:


- Accurately interpret and effectively enforce laws, ordinances, and regulations and standards relating to fire prevention and related equipment.
- Identify fire hazards and determine corrective action.
- Effectively communicate to the public, the services and techniques of the Fire District, particularly as it relates to fire prevention.
- Recognize, identify, collect and preserve evidence.
- Understand and carry out verbal and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Maintain accurate conventional and electronic records.
- Work irregular or protracted hours, and to respond promptly to calls as needed.
- Collaborate with partner agencies and organizations for common goals regional solutions
- Supervise administrative and administrative captain positions, as assigned

KNOWLEDGE OF:

- California fire district law
- Principles, practices, methods and techniques of modern fire protection, fire prevention, and investigation.
- Applicable local, State and Federal laws and regulations.
- Laws and procedures of arrest, search and seizure.

MINIMUM QUALIFICATIONS:

- Must meet all requirements for California State Certified Fire Inspector 1 & 2 or equivalent.
- Minimum 5 years prior experience conducting relevant, fire prevention related activities
- Complete California State Fire Training and Education Fire Investigator II coursework (Fire Investigation 2A and 2B) or the Fire Investigator (2017) coursework (Fire Investigation 1A, 1B and 1C) within one year of appointment.
- Must meet employment requirements as outlined in SVFPD Policy 1500.
- Must pass a background check and complete a Live Scan fingerprint.
- Shall pass a medical physical examination as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
- Completion of P.C. 832

Scotts Valley Fire Protection District	
POLICY: 1704	SUBJECT: Deputy Fire Marshal Job Description

DESIRED QUALIFICATIONS:

- AA or AS Degree in Fire Science, Business Administration, Public Administration or related field.
- BA or BS Degree in Fire Science, Engineering, Business Administration, Public Administration or related field.
- Prior experience preparing, reviewing, assisting, or completing fire code adoption
- Experience in the principles and practices of modern fire prevention, fire safety education program, fire investigation, code enforcement, plan checking, fire protection systems and equipment.

Proposed Deputy Fire Marshal Salary and Benefit Package

March 9, 2022

Assignment

The **DFM** will be assigned to a 40-hour/week schedule typically consisting of five consecutive days totaling 40 hours. An alternative work schedule (such as a 4/10 plan) may be approved by the Fire Chief.

Overtime

The **DFM** 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.

Compensatory Time Off

The **DFM** 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 **DFM** 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 increase, the **DFM** will be paid for all hours in their CTO bank at their regular rate of pay.

Call Back

DFM called-back to work by the **District** after having completed a regular schedule or 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 **DFM** hours worked will begin upon arrival at the **District** offices to perform work.

Uniforms

The **District** will provide the **DFM** 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 **DFM** upon employee separation from the **District**.

Salaries

Effective the pay period inclusive of July 1, the base salary schedule for the **DFM**, shall be as follows:

Start Date	7/1/2022	7/1/2023	7/1/2024
Position		3% Increase	3% Increase
DFM 1	\$11,649	\$11,998	\$12,358
DFM 2	\$12,115	\$12,478	\$12,853
DFM 3	\$12,600	\$12,978	\$13,367

Step Increases

All **DFM** step increases in salary are merit steps and shall be executed on the pay period following the annual anniversary date, according to the salary schedule and approved by the Fire Chief. Newly hired **DFM** shall start at Step 1 of the salary schedule.

Education Incentive

DFM with a degree from an accredited university in a related field as approved by the Fire Chief, shall receive a monthly amount as follows (the sum will be spread over 26 pay periods and paid out bi-weekly):

Degree	Monthly Amount
Bachelor's Degree	\$200.00
Associates Degree	\$150.00

Investigation On-call Compensation

The Scotts Valley Fire District has agreed to be a participant in the Santa Cruz County Fire Investigation Task Force Charter (SCCFITF) under the direction and in communication with the Santa Cruz County Fire Chiefs Association.

The SCCFITF membership agreement will require each participating fire agency to be on standby for one month, twice each year, or a rotation specified by the SCCFITF Charter. This standby period will require that Fire District investigator(s) will coordinate the response to incidents within the County of Santa Cruz, 24 hours a day, 7 days a week, during each one-month cycle.

While on Fire Investigation standby, the assigned District employee(s) will receive compensation for their standby time as well as the time period in which they are activated for their investigation duties.

Compensation for standby time will be compensated at the employees "regular rate of pay" as defined in the MOU. The compensation rate would be as follows: 1.5 hours of weekday coverage per 24 hours, 2 hours for weekend coverage per 24 hours.

Upon activation to duty, the employee shall be additionally compensated at the employee's overtime rate of pay. Time shall begin upon initial contacting of the employee, and terminate upon release from the incident.

Employees shall not be forced or mandated to accept the standby coverage, and if qualified employees are not available, SCCFITF response coverage shall be maintained by on duty personnel and existing mutual aid agreement.

Holidays

The **District** agrees to grant the **DFM** twelve (12) paid holidays each calendar year based on scheduled hours, 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)

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the **DFM** is required to work on a holiday or the holiday falls on a regular day off, equivalent compensatory time off shall be granted.

Personal Leave

The **District** agrees to grant the **DFM** twenty-four (24) personal leave hours per calendar year.

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.
Expiration

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

Vacation

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

Vacation accrual rates shall be as indicated by **Table 2**. Vacation shall stop accruing when the specified maximum accrual has been reached. Vacation accruals 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)	Weeks per Year	Maximum Accrual (hrs)
0-5	4.62	3	200
>5-10	6.15	4	300
+10	7.69	5	400

*complete years, as calculated from date of hire

Approval

DFM is eligible to take whatever vacation hours they have on the books, plus vacation hours earned through the end of the month preceding vacation.

DFM may make a written request to the Fire Chief to take vacation hours not yet accrued. In the event the **DFM** resigns or is terminated prior to the **DFM** earning the vacation hours taken, the **District** will reconcile the unearned vacation on the final paycheck at the **DFM** final rate of pay.

Newly hired **DFM** may not take vacation leave until completion of at least six (6) months of service.

All requests for vacation / ETO leave must be requested using the District staffing software and approved by the Fire Chief or his designee.

Sick Leave

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

The **District** shall provide 7.91 hours of sick leave (without loss of pay) for each two-week period. Sick Leave may accrue without limit.

Bereavement

Leave with pay shall be granted to **DFM** in order that they may discharge the customary obligations arising from the death of a member of their immediate family. **DFM** immediate family shall mean a 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 **DFM**, five (5) days of leave will be granted and shall be charged against sick leave balance. 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 **DFM** leave banks if available. Use of sick leave balance for bereavement shall not count against the 96-hour maximum use provision of "Sick Leave Buy Back"

Healthcare

The **District** agrees to provide medical, dental, and life insurance to the **DFM**. Medical, dental and life insurance premiums paid by the **District**.

Medical Insurance

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.

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 active **DFM** and retirees who elect to enroll in a PEMHCA medical plan.

The **District** agrees to pay PERS an amount of money on behalf of the active **DFM** and their eligible dependents when combined with the MEC, shall be the equivalent to 96% of the monthly premium cost of the Region 1 PERS Platinum PPO Plan as the maximum allowable premium amount.

DFM shall have the ability to choose any health plan up to the maximum allowable premium amount.

If **DFM** choose a plan that exceeds the cost of the Region 1 PERS Platinum PPO Plan, they shall pay the additional premium through payroll deduction.

DFM is eligible for an Alternate Benefit, Healthcare Opt-Out cash payment. This benefit is available to those full-time employees in regular or probationary status who: (1) elect to opt-out of receiving a **District**-sponsored health insurance plan; (2) are not enrolled in a **District** sponsored health insurance plan as the dependent of another **District** employee; and (3) provide proof of medical insurance coverage from a plan other than a **District** sponsored plan.

Any cash payment provided shall be reported to the Internal Revenue Service ("IRS") and California Franchise Tax Board as compensation subject to income tax withholding. If the **DFM** is to discontinue their opt-out status due to a qualifying event, the alternative benefit contributions will terminate on the last complete pay period prior to being reintroduced to a **District** sponsored plan.

The amount of alternative benefit amount provided to a **DFM** will be a flat rate of \$500.00 per month. Participation in the Alternative Benefit program must be elected each year during the open enrollment period for healthcare.

Dental Insurance

The **District** agrees to provide the **DFM** dental insurance as provided by Delta Dental or other provider, as selected by the **District**.

The **District** agrees to pay 100% of the **DFM** and their eligible dependents' premium consistent with Delta Dental.

Life Insurance

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

Post Employment Health

The **District** agrees to provide continuing medical insurance for the retiring **DFM** as follows:

Upon retirement, the **District** shall continue to contribute the MEC (Minimum Employee Contribution) established by the PEMHCA to those individuals who are determined to be "Annuitants" of the **District** as defined under the PEMHCA. The Annuitant may participate in the then current **District**-sponsored health care plan in accordance with any restrictions provided by CalPERS. Any premium balance remaining for the plan selected by the Annuitant shall be funded by the Annuitant.

DFM with 10 or more years of **District** service and is determined to be an "Annuitant" of the **District** as that term is defined by the PEMHCA, the **District** will provide that Annuitant with a monthly supplemental contribution towards CalPERS health insurance benefits. The amount of any supplemental contribution will be equal to the premium cost for annuitant only coverage, less any MEC paid by the **District**, except that the total of any MEC and supplemental contribution provided by the **District** shall not exceed \$1,000 a month.

DFM enrolled in a **District** retirement plan at the time of retirement, and otherwise meets the criteria to be eligible to receive a monthly supplemental contribution towards health insurance benefits, then the **District's** payment of any monthly supplemental contribution shall continue until the earlier of: (1) the month that includes date the Annuitant becomes eligible to participate in a Medicare plan; (2) the Annuitant's receipt of the equivalent of ten (10) years' worth of contributions; or (3) the Annuitant's death. In no event will an Annuitant's spouse, surviving spouse or surviving family member be eligible to receive any supplemental contribution payment.

If upon service retirement or anytime during retirement, the Annuitant elects to cancel participation in a CalPERS health insurance plan, and enroll in another health plan, the **District** will continue to reimburse Annuitant 100% of the employee-only premium of the new health plan, up to the \$1,000 per month maximum contribution. The Annuitant must provide the **District** with proof of enrollment and premium cost annually, typically after open enrollment and/or prior to the start of the new calendar year.

Public Employees Retirement system (CalPERS)

Classic Employee

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

The **DFM** position is classified as a Local Safety member, 3% at age 55 formula. The following additional provisions of the Public Employees' Retirement Law shall apply:

- Section 20042 One-year final compensation
- Section 20965 Credit for unused sick leave; 8 hours equals 1 day
- Section 21574.5 (Indexed Level 1959 Survivor Benefits)

Public Employment Pension Reform Act (PEPRA)

For **DFM** hired 1/1/2013 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 **DFM** contribution rate as a percentage of payroll shall be:

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



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Date: March 9, 2022
To: Board of Directors
From: Chief Whittle
Subject: February Administrative Report

Administration

The Admin Group attended two legal webinars regarding 2022 Covid-19 Supplemental Paid Sick Leave. They have also been working with the County to set up payroll tracking requirements to be in compliance with the new law.

Admin Bridges provided 2 car seat installations.

I met with Mali LaGoe, the new Scotts Valley City Manager. We discussed fuel mitigation projects in the City, as well as the ongoing issues we have had with reconciling payment of fees for fire prevention projects.

I attended the SCR911 users group meeting where their General Manager presented their annual report, and a preliminary budget for the fire districts cost sharing formula. Our overall increase for dispatch services will increase by about 9%.

Admin Manager Walton and I met with the City Manager, School Superintendent and the City IT consultant regarding the audio visual upgrades the City is planning for the Council Chambers.

I met with Congressman Jimmy Panetta. Our discussion focused on vegetation management efforts, as well as grant funding opportunities related to our County radio infrastructure.

The City of Scotts Valley is once again considering hosting the 4th of July fireworks show at Skypark. They are planning the event for July 3rd and have hired a consultant to plan the event. I met with the police chief, public works director and the event planner to go over details of the event.

Director Patterson, Director Campbell and I met with the Branciforte Fire District ad-hoc committee and LAFCO twice this month regarding the potential re-organization of Branciforte Fire.

Operations

Bud Abbott completed all apparatus annuals with the exception of E0511 which is not due until October.

The apparatus committee met to discuss specifications for new type one apparatus that is scheduled for purchase in FY 2022/23.

Board of Directors

Robert Campbell Edward Harmon Joseph Parker Russ Patterson Daron Pisciotta

EMS

The trial of the LUCAS device has started. All personnel were trained on the application and use. SVFD will be evaluating its effectiveness in cardiac arrest calls over the next 90 days. The device will be placed on the on duty Battalions Chief's command vehicle for responses.

Both lead engine LP-15 monitors are now connected to new Wi-Fi modems allowing crews to upload data from the monitors to a cloud server. The crew member can later download the data into their chart. This new connection also allows better analysis of cardiac arrest calls in the field.

The County is looking at a new program called "Red Lights and Sirens" aimed at reducing the number of code three responses for certain incident types. The plan is to analyze EMS call data and determine if certain call types and priorities can be reduced to a code two response on initial dispatch. Implementation would be slowly phased in for certain priority "B" medical calls and then reevaluated.

Training

After much discussion, SCO has decided to pull out 2 PCF trainees out of the Regional Basic Volunteer Fire Academy and finish their academy in-house. This move will better train and prepare our cadets to be successful at SCO Fire.

All three shifts were able to get a building tour of a large perfume manufacturing facility in our District. They also inspected and pre-fire planned the building with Admin Captain Vandervoort.

All crews will be participating in acquired structure training during the month of March at the Aptos Library.

Prevention

Captain Vandervoort completed 4 new construction inspections, including ongoing Polo Ranch inspections, the Lennar below market rate triplexes, and the Hangar (Madabolic Fitness Studio). Also inspected the new alarm system at Brookdale Senior Living.

February 2022		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.69%
141 - Forest, woods or wildland fire	1	0.69%
142 - Brush or brush-and-grass mixture fire	1	0.69%
150 - Outside rubbish fire, other	1	0.69%
320 - Emergency medical service, other	1	0.69%
321 - EMS call, excluding vehicle accident with injury	78	54.17%
322 - Motor vehicle accident with injuries	5	3.47%
324 - Motor vehicle accident with no injuries.	2	1.39%
412 - Gas leak (natural gas or LPG)	2	1.39%
461 - Building or structure weakened or collapsed	1	0.69%
462 - Aircraft standby	1	0.69%
463 - Vehicle accident, general cleanup	1	0.69%
480 - Attempted burning, illegal action, other	2	1.39%
550 - Public service assistance, other	2	1.39%
553 - Public service	2	1.39%
554 - Assist invalid	2	1.39%
561 - Unauthorized burning	1	0.69%
600 - Good intent call, other	2	1.39%
611 - Dispatched & cancelled en route	17	11.81%
622 - No incident found on arrival at dispatch address	4	2.78%
631 - Authorized controlled burning	3	2.08%
651 - Smoke scare, odor of smoke	5	3.47%
700 - False alarm or false call, other	3	2.08%
733 - Smoke detector activation due to malfunction	2	1.39%
734 - Heat detector activation due to malfunction	1	0.69%
740 - Unintentional transmission of alarm, other	2	1.39%
745 - Alarm system activation, no fire - unintentional	1	0.69%
TOTAL INCIDENTS:	144	100%