



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

## Board of Directors

### Agenda

Wednesday, April 12, 2023, 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](http://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 March 8, 2023

4.2 Approve SVFPD Claims Disbursements for the Month of March 1, 2023 through March 31, 2023 in the Amount of:

Payroll and Benefits:	\$465,257.25
General Fund:	\$ 51,357.21
Capital Outlay	\$ 6,600.00
SCHMIT:	\$ 13,439.75
TOTAL:	\$536,654.21

4.3 Adopt Resolution 2023-3: Resolution Requesting Temporary Transfer of Funds

4.4 Adopt Resolution 2023-4: Resolution Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk Management Services Joint Power Authority

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**5. Discussion Items**

5.1 Branciforte Annexation Update

**6. Action Items – Discussion/Action**

6.1 Approve contract with RRM Design for Architectural Services

**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

**9. Request for Future Agenda Items**

**10. Closed Session: Government Code §54957.7**

10.1 Fire Chief Recruitment: Government Code §54957  
Conference with Kim Petersen, recruiter, Peckham and McKenney

10.2 Real Estate Negotiations: Government Code §54956.8  
Property: 6000 La Madrona Drive, Scotts Valley, CA 95066  
Agency Negotiator: Fire Chief Ron Whittle,  
Negotiating parties: City of Santa Cruz & Scotts Valley Water District  
Under Negotiation: Consider offer for property easement

**11. Open Session – Discussion/Action**

11.1 Report on Closed Session: Government Code §54957.1

**12. Adjournment**

Next Regularly Scheduled Board Meeting:  
Wednesday, May 10, 2023 at 6:00 p.m.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066

(831) 438-0211

Fax (831) 438-0383

## MINUTES OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING OF March 8, 2023

### 1. Call to Order

The Regular Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, March 8, 2023 at the City of Scotts Valley Council Chambers. President Pisciotta called the meeting to order at 6:00 p.m.

#### 1.1 Pledge of Allegiance and Moment of Silence

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

#### 1.2 Roll Call

- |                         |  |
|-------------------------|--|
| A. Directors Present:   | Directors Cosner, Hurst, Parker, Patterson and Pisciotta   |
| B. Directors Absent:    | None   |
| C. Fire District Staff: | Chief Whittle, Battalion Chiefs LoFranco, McNeil and Stubendorff<br>and Administrative Services Manager Walton |

### 2. Public Comment (GC §54954.3)

None

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

Chief Whittle stated that there was an amendment to Item 6.3: Policy 1601 Travel Request and Expense Reimbursement. The Policy name was changed from Travel Request and Expense Reimbursement to Travel Expense Reimbursement and revised Policy 1601 was presented to the Board.

### 4. Consent Calendar

#### 4.1 Minutes: Approve Regular Board Meeting Minutes of February 8, 2023

#### 4.2 Approve SVFPD Claims Disbursements for the Month of February 1, 2023 through February 28, 2023 in the Amount of:

<u>Payroll and Benefits:</u>	\$466,629.47
<u>General Fund:</u>	\$ 58,460.78
<u>Capital Outlay:</u>	\$ 698.20
<u>SCHMIT:</u>	\$ 261.60
<u>TOTAL:</u>	\$526,050.05

#### 4.3 Adopt Resolution 2023-2 Establishing Appropriation Limit in the Amount of \$25,006,866 for Fiscal Year 2022/2023

**On motion of Director Cosner seconded by Director Parker to Approve the Consent Calendar was approved by the following vote:**

<b>AYES:</b>	<b>Cosner, Hurst, Parker, Patterson and Pisciotta</b>
<b>NOES:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

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**5. Discussion Items**

**5.1 Branciforte Annexation Update**

Chief Whittle stated that the Branciforte Ad Hoc Committee met today. The discussion included the revised operational plan and updated timeline with a target date of October 2023. SVFPD Legal Counsel has confirmed that the Board can pass a Resolution to make a onetime exception to hire the BFPD employee who is not a U.S. Citizen and not change current SVFPD Policy. The BFPD revenue will fund moving their employees to the SVFPD and the cost to maintain the BFPD station so there shouldn't be any financial implications.

Director Patterson stated that this was the best Ad Hoc Committee meeting to date. At the BFPD Board Meeting next week, it appears that the Board will move forward with the Benefit Assessment to let the residents decide if they want to fund staffing the BFPD station. The timeline was reviewed and issues addressed including the status of the station if it is not staffed, which would be to maintain possession of the property rather than sell it. Director Patterson inquired if BC McNeil would work with Chief Lackey to order a Type 5 Engine. BC McNeil confirmed he would work with Chief Lackey.

Chief Whittle stated that it may not have been previously discussed but the plan was always to keep the station in a state of readiness with the lights on, water and basic maintenance, so if needed, that station would be ready to use. Chief Whittle stated that for Station 2 (barn in back of the winery), the reserve equipment (engine) will be removed.

President Pisciotta stated that things are moving in a positive direction and a lot was accomplished in the meeting.

**6. Action Items – Discussion/Action**

**6.1 Vote for Regular District Member Seat on LAFCO**

Chief Whittle stated that the two candidates running for the LAFCO special district regular member seat are Rachél Lather (Soquel Creek Water District; Incumbent) and James Joseph Gallagher (Pajaro Valley Health Care District). The Board reviewed and discussed the candidate's applications.

**On motion of Director Parker seconded by Director Patterson to *Move to Vote for Dr. Gallagher* was approved by the following vote:**

<b>AYES:</b>	<b>Cosner, Hurst, Parker, Patterson and Pisciotta</b>
<b>NOES:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**6.2 Review and Award Bid for Architectural Services**

Chief Whittle stated that a Request for Proposal for Architectural Services was sent out and four proposals were received back. This morning Chief Whittle met with BC McNeil and the Station Ad Hoc Committee Directors Patterson and Pisciotta to review the proposals. The Ad Hoc Committee recommended RRM Design Group. The Board reviewed and discussed the proposals.

**On motion of Director Patterson seconded by Director Pisciotta to *Award the Bid for Architectural Services to RRM Design Group* was approved by the following vote:**

<b>AYES:</b>	<b>Cosner, Hurst, Parker, Patterson and Pisciotta</b>
<b>NOES:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**6.3 Approve the Following Policies:**

- Policy 1104 Family Medical Leave

Chief Whittle stated that Policy 1104 has not been revised since 2005. Liebert Cassidy Whitmore (LCW) has updated Policy 1104, which reflects changes in the law effective January 1, 2023.

- Policy 1113 Pregnancy Disability Leave

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Chief Whittle explained that with the revision to Policy 1104 and reference to Pregnancy Disability Leave, a new policy was required.

- Policy 1601 Travel Expense Reimbursement

Chief Whittle stated that Policy 1601 has been revised to simplify the reimbursement process for travel expenses. When using the per diem reimbursement rates and completing an expense report, receipts are not required. To receive reimbursement, the expense report must be submitted within 30 days. The Board was presented a projected expense report for the FDAC conference next week based on revised Policy 1601.

**On motion of Director Parker seconded by Director Cosner to Approve Policy 1104, 1113 and 1601 was approved by the following vote:**

<b>AYES:</b>	<b>Cosner, Hurst, Parker, Patterson and Pisciotta</b>
<b>NOES:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**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**

None to report.

**7.2 Administrative Report – Chief Officers**

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

- The Point and Pay credit card processing system has been implemented and is working well.
- BC Stubendorff will be presenting the SVFPD iOS application known as “Run Book” (formerly SCO Maps) to the Fire Operations group. Interested agencies would purchase the application from the SVFPD. The cost of the application will vary between agencies and any revenue will be used to cover developer cost.
- DFM Collins completed 80 annual initial inspections, 23 annual re-inspections, 14 construction inspections, and 3 in-house plan reviews.
- 70+ occupancies with old construction plans were sent to CSG to scan and digitize. The electronic files were added to the Streamline database and this will continue until all blueprints have been digitized.
- I received a phone call from the wife of a patient we responded to on February 12, 2023. She called to express her extreme gratitude to the crew that responded to her residence, and cared for her husband. Thank you to Captain Vandervoort and ENG/PMs Brian Green and John Bridges for a job well done.
- Admin Manager Walton and I met with Central Fire Chief Nee and two of his administrative staff to discuss their recent experience with consolidation. We are particularly interested in how to effectively make a smooth transition within the County Finance systems.
- We received two new Bendix King KNGM150-R mobile radios through a 2019/2020 State Homeland Security Grant Program. We installed the first one in E2538 so crews can familiarize themselves with the operation. The second one will be installed in E2511 once everyone has been trained. We are scheduled to receive two more radios sometime this year from the 2020/2021 funding as well.
- Admin Manager Walton, Captain Petteys, Captain Sundermier and myself met with representatives of Bay Sports Medicine of Los Gatos. We are exploring the option of changing medical physical providers. We currently utilize Agile Occupational Medicine, who recently purchased the Santa Cruz Occupational Medical Center that we have used for many years.
- BC Stubendorff submitted a FEMA Assistance to Firefighters Grant (AFG) application for mobile and portable radios as well as a station alerting system for both stations. Many thanks to BC Stubendorff for his efforts and persistence on getting this grant prepared and submitted on-time.
- I received an email from SV Water District General Manager Dave McNair with the recent property appraisal for the proposed easement on the La Madrona property. We have not yet received a proposal for the property, however Mr. McNair followed up his email with a phone call stating that an official offer



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was going to follow. This proposal/offer will be discussed with the station ad-hoc committee and brought to the full Board in a future meeting for discussion in closed session.

- The SCHMIT report and preliminary budget will be presented at the April Board Meeting.
- The Conflict of Interest Form 700 is due April 1, 2023. If you didn't receive an email from the County with instructions, please notify Admin Staff.
- Due to the significant weather and the possibility of 8-12 inches of rain over the next few days, we have been attending OES and County conference calls to prepare.

Battalion Chief Stubendorff reported on the following:

- E2512: Returned from Hi-Tech with a new radiator and is back in service.
- 2/21/2023 A-shift responded to a wildland fire off of Jack Rabbit Ridge and Weston Road. Central Fire, Branciforte Fire and Cal Fire assisted. 50'x50' fire on a steep slope caused by power lines slapping together and sparking. The evening of the fire saw winds 30-40 mph with gusts up to 50 mph. The fire was controlled within 10 minutes of arrival.
- 2/27/2023 A-shift responded to a vehicle roll over with injuries NB Hwy 17 and El Rancho. Crews provided vehicle stabilization and patient extrication. The extrication was quite technical due to the patients' level of entrapment.
- The new LUCAS device was used on 4 cardiac arrest calls in the month of February.
- The SVFPD will be looking to purchase two new video laryngoscopes next fiscal year. The county medical director recently approved the use of video laryngoscopes by ALS providers.

Battalion Chief LoFranco reported on the following:

- There was the first line of duty death at the Fire Academy while completing the SCBA confidence course during firefighter survival training. ENG/PM Green was the paramedic on scene and did a good job. EAP counseling has been provided.
- Fire Academy: RIC / Rapid Intervention Crew training. Roof top ventilation training.
- County Block Training hosted by SVFD: Topic: HAZMAT FRO DECON/First Responder Decontamination.
- Engineer Paramedic Luke Duncan completed return to work sign offs for third man. Working on completing driving and pump operations.

**8. Correspondence – Information**

None

**9. Request for Future Agenda Items**

None

**10. Closed Session: Government Code §54957.7**

10.1 Fire Chief Recruitment: Government Code §54957

At 6:44 p.m., President Pisciotta announced that the Board would be going into Closed Session for the purposes listed in Item 10.1.

**11. Open Session – Discussion/Action**

11.1 Report on Closed Session: Government Code §54957.1

At 7:10 p.m., the Board reconvened to Open Session. President Pisciotta reported that the Board discussed the Fire Chief Recruitment. No action was taken.

**12. Adjournment**

The meeting was adjourned at 7:11 p.m.

ATTEST

\_\_\_\_\_  
Daron Pisciotta  
Board President

\_\_\_\_\_  
Ron Whittle  
Board Secretary

Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R;(E; Chart Fields = GLKey,Character,Object  
Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685030, 685040]

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Amount	Description	Vendor No	Warrant No
GL Key: 685010 – SCOTTS VALLEY FIRE PROT SVC													
Character: 50 – SALARIES AND EMPLOYEE BENEF													
Object: 51000 – REGULAR PAY-PERMANENT													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	51000	134,875.39	134,875.39	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	51000	135,038.77	135,038.77	PAYPERIOD 06PAYDATE 03242023		
Total 51000 – REGULAR PAY-PERMANENT									269,914.16	269,914.16			
Object: 51005 – OVERTIME PAY-PERMANENT													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	51005	9,992.30	9,992.30	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	51005	16,759.10	16,759.10	PAYPERIOD 06PAYDATE 03242023		
Total 51005 – OVERTIME PAY-PERMANENT									26,751.40	26,751.40			
Object: 51010 – REGULAR PAY-EXTRA HELP													
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	51010	817.64	817.64	PAYPERIOD 06PAYDATE 03242023		
Total 51010 – REGULAR PAY-EXTRA HELP									817.64	817.64			
Object: 51035 – HOLIDAY PAY													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	51035	11,226.69	11,226.69	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	51035	11,226.69	11,226.69	PAYPERIOD 06PAYDATE 03242023		
Total 51035 – HOLIDAY PAY									22,453.38	22,453.38			
Object: 51040 – DIFFERENTIAL PAY													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	51040	7,696.21	7,696.21	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	51040	7,696.21	7,696.21	PAYPERIOD 06PAYDATE 03242023		
Total 51040 – DIFFERENTIAL PAY									15,392.42	15,392.42			
Object: 52010 – OASDI-SOCIAL SECURITY													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	52010	2,863.55	2,863.55	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	52010	3,062.78	3,062.78	PAYPERIOD 06PAYDATE 03242023		
Total 52010 – OASDI-SOCIAL SECURITY									5,926.33	5,926.33			
Object: 52015 – PERS													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	52015	25,862.78	25,862.78	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	52015	25,452.64	25,452.64	PAYPERIOD 06PAYDATE 03242023		
Total 52015 – PERS									51,315.42	51,315.42			
Object: 53010 – EMPLOYEE INSURANCE & BENEFITS													
2023	09	3/03/2023	0223SVFD		Expenditures	685010	50	53010	4,654.90	4,654.90	HEALTH CARE EMP SVFD Group 367	V108670	00425660
2023	09	3/08/2023	0323SVFD		Expenditures	685010	50	53010	4,654.90	4,654.90	HEALTH CARE EMP SVFD Group 367	V108670	00426183
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	53010	-986.78	-986.78	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	53010	1,000.00	1,000.00	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/09/2023	DU94843	DU94843	Expenditures	685010	50	53010	-48.56	-48.56	M.Pasquini Mar23 Dental,CK#996	C99999	
2023	09	3/10/2023	MAR23HLTH		Expenditures	685010	50	53010	59,327.35	59,327.35	SV FIRE MAR 2029	V116512	15038
2023	09	3/14/2023	0423SVFD		Expenditures	685010	50	53010	1,261.57	1,261.57	FDAC EBA SVFD 4/2023	V33857	00426638
2023	09	3/15/2023	DU94966	DU94966	Expenditures	685010	50	53010	-48.56	-48.56	S.Downey Mar23 DentalCK#2349	C99999	
2023	09	3/15/2023	DU94966	DU94966	Expenditures	685010	50	53010	-137.94	-137.94	S.Kovacs Mar23 Dental	C99999	
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	53010	-986.78	-986.78	PAYPERIOD 06PAYDATE 03242023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	53010	1,000.00	1,000.00	PAYPERIOD 06PAYDATE 03242023		
2023	09	3/23/2023	DU95170	DU95170	Expenditures	685010	50	53010	-183.60	-183.60	H.Bustichi Feb/Mar23 Dental	C99999	
2023	09	3/23/2023	DU95170	DU95170	Expenditures	685010	50	53010	-48.56	-48.56	M.Marsano Mar23 Dental CK#181	C99999	
Total 53010 – EMPLOYEE INSURANCE & BENEFITS									69,457.94	69,457.94			
Object: 53015 – UNEMPLOYMENT INSURANCE													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	53015	19.33	19.33	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	53015	13.09	13.09	PAYPERIOD 06PAYDATE 03242023		
Total 53015 – UNEMPLOYMENT INSURANCE									32.42	32.42			
Object: 55021 – OTHER BENEFITS MISC													
2023	09	3/08/2023	PAYPERIOD 05		Expenditures	685010	50	55021	1,598.07	1,598.07	PAYPERIOD 05PAYDATE 03102023		
2023	09	3/22/2023	PAYPERIOD 06		Expenditures	685010	50	55021	1,598.07	1,598.07	PAYPERIOD 06PAYDATE 03242023		
Total 55021 – OTHER BENEFITS MISC									3,196.14	3,196.14			
Total 50 – SALARIES AND EMPLOYEE BENEF									465,257.25	465,257.25			
Character: 60 – SERVICES AND SUPPLIES													
Object: 61125 – UNIFORM REPLACEMENT													
2023	09	3/08/2023	85257		Expenditures	685010	60	61125	251.56	251.56	SUMMIT UNIFORMS SVFD	V107901	00426186
Total 61125 – UNIFORM REPLACEMENT									251.56	251.56			

Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685030, 685040]

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Amount	Description	Vendor No	Warrant No
GL Key: 685010 – SCOTTS VALLEY FIRE PROT SVC													
Character: 60 – SERVICES AND SUPPLIES													
Object: 61720 – MAINT-MOBILE EQUIPMENT-SERV													
2023	09	3/03/2023	0323SVFD4		Expenditures	685010	60	61720	26.65	26.65	SCARBOROUGH LUM SVFD Acct 1169	V1233	00425663
2023	09	3/08/2023	559867		Expenditures	685010	60	61720	82.12	82.12	KOVATCH MOBILE SVFD	V35441	00426184
2023	09	3/08/2023	W1002710		Expenditures	685010	60	61720	13,133.20	13,133.20	GOLDEN STATE EM SVFD PIE-0143	V129826	00426182
Total 61720 – MAINT-MOBILE EQUIPMENT-SERV									13,241.97	13,241.97			
Object: 61725 – MAINT-OFFICE EQUIPMNT-SERVICES													
2023	09	3/03/2023	14703		Expenditures	685010	60	61725	1,861.00	1,861.00	PAGODA TECHNOLO SVFD	V125184	00425661
Total 61725 – MAINT-OFFICE EQUIPMNT-SERVICES									1,861.00	1,861.00			
Object: 61730 – MAINT-OTH EQUIP-SERVICES													
2023	09	3/08/2023	681362		Expenditures	685010	60	61730	2,410.11	2,410.11	L N CURTIS & SO SVFD Cust 3627	V115989	00426185
Total 61730 – MAINT-OTH EQUIP-SERVICES									2,410.11	2,410.11			
Object: 61845 – MAINT-STRUCT/IMPS/GRDS-OTH-SRV													
2023	09	3/03/2023	0323SVFD1		Expenditures	685010	60	61845	92.17	92.17	SCARBOROUGH LUM SVFD Acct 1169	V1233	00425663
2023	09	3/22/2023	176318		Expenditures	685010	60	61845	1,640.75	1,640.75	BELLOWS PLUMBIN SVFD 112451	V128615	00427504
2023	09	3/24/2023	016787		Expenditures	685010	60	61845	201.03	201.03	STATE ELECTRIC SVFD	V41709	00427661
Total 61845 – MAINT-STRUCT/IMPS/GRDS-OTH-SRV									1,933.95	1,933.95			
Object: 61920 – MEDICAL, DENTAL & LAB SUPPLIES													
2023	09	3/03/2023	84829122		Expenditures	685010	60	61920	1,867.06	1,867.06	BOUND TREE MEDI SVFD	V12149	00425657
2023	09	3/03/2023	84853580		Expenditures	685010	60	61920	544.10	544.10	BOUND TREE MEDI SVFD	V12149	00425657
2023	09	3/03/2023	84863033		Expenditures	685010	60	61920	41.94	41.94	BOUND TREE MEDI SVFD	V12149	00425657
2023	09	3/03/2023	84866022		Expenditures	685010	60	61920	7.66	7.66	BOUND TREE MEDI SVFD	V12149	00425657
Total 61920 – MEDICAL, DENTAL & LAB SUPPLIES									2,460.76	2,460.76			
Object: 62367 – MEDICAL SERVICES-OTHER													
2023	09	3/03/2023	16882		Expenditures	685010	60	62367	748.00	748.00	EMERYVILLE OCCU SVFD	V127749	00425484
2023	09	3/03/2023	16889		Expenditures	685010	60	62367	690.00	690.00	EMERYVILLE OCCU SVFD	V127749	00425484
2023	09	3/03/2023	16947		Expenditures	685010	60	62367	635.00	635.00	EMERYVILLE OCCU SVFD	V127749	00425484
2023	09	3/03/2023	18063		Expenditures	685010	60	62367	375.00	375.00	EMERYVILLE OCCU SVFD	V127749	00425484
2023	09	3/03/2023	613149		Expenditures	685010	60	62367	3,041.00	3,041.00	EMERYVILLE OCCU SVFD	V127749	00425484
Total 62367 – MEDICAL SERVICES-OTHER									5,489.00	5,489.00			
Object: 62381 – PROF & SPECIAL SERV-OTHER													
2023	09	3/03/2023	0323SVFD		Expenditures	685010	60	62381	9,333.33	9,333.33	PECKHAM & MCKEN SVFD	V34044	00425662
2023	09	3/14/2023	49648		Expenditures	685010	60	62381	455.00	455.00	CSG CONSULTANTS SVFD	V121100	00426637
Total 62381 – PROF & SPECIAL SERV-OTHER									9,788.33	9,788.33			
Object: 62715 – SMALL TOOLS & INSTRUMENTS													
2023	09	3/03/2023	0323SVFD3		Expenditures	685010	60	62715	81.17	81.17	SCARBOROUGH LUM SVFD Acct 1169	V1233	00425663
Total 62715 – SMALL TOOLS & INSTRUMENTS									81.17	81.17			
Object: 62826 – EDUCATION AND/OR TRAINING													
2023	09	3/03/2023	0323SVFD		Expenditures	685010	60	62826	485.00	485.00	PEDEMONTE, DANI SVFD	V33146	00425485
2023	09	3/09/2023	DU94843	DU94843	Expenditures	685010	60	62826	-156.36	-156.36	ETO Overage Reimb.R#4100	C99999	
2023	09	3/22/2023	0323SVFD		Expenditures	685010	60	62826	315.73	315.73	HURST, KRIS SVFD	V45398	00427344
2023	09	3/22/2023	0323SVFD1		Expenditures	685010	60	62826	151.00	151.00	WHITTLE, RON SVFD	V102822	00427345
Total 62826 – EDUCATION AND/OR TRAINING									795.37	795.37			
Object: 62914 – EDUCATION & TRAINING(REPT)													
2023	09	3/03/2023	0323SVFD2		Expenditures	685010	60	62914	702.09	702.09	SCARBOROUGH LUM SVFD Acct 1169	V1233	00425663
2023	09	3/09/2023	DU94843	DU94843	Expenditures	685010	60	62914	-350.77	-350.77	BFFA Materials Reimb.CK#51064	C99999	
2023	09	3/15/2023	DU94966	DU94966	Expenditures	685010	60	62914	-610.70	-610.70	South Bay Train Reimb.CK#51135	C99999	
2023	09	3/22/2023	INVH5001362		Expenditures	685010	60	62914	5,290.00	5,290.00	HEARTSHARE TRAI SVFD	V32764	00427505
Total 62914 – EDUCATION & TRAINING(REPT)									5,030.62	5,030.62			
Object: 62920 – GAS, OIL, FUEL													
2023	09	3/03/2023	IN0112122		Expenditures	685010	60	62920	1,648.00	1,648.00	COUNTY OF SANTA SVFD	V103950	00425659
2023	09	3/24/2023	837254		Expenditures	685010	60	62920	3,250.96	3,250.96	WESTERN STATES SVFD	V39738	00427662
Total 62920 – GAS, OIL, FUEL									4,898.96	4,898.96			
Object: 63070 – UTILITIES													
2023	09	3/14/2023	0323SVFD		Expenditures	685010	60	63070	928.05	928.05	PACIFIC GAS AND SVFD	V129169	00426557
2023	09	3/14/2023	0323SVFD1		Expenditures	685010	60	63070	706.10	706.10	PACIFIC GAS AND SVFD	V129169	00426557
2023	09	3/14/2023	0323SVFD2		Expenditures	685010	60	63070	869.47	869.47	PACIFIC GAS AND SVFD	V129169	00426557



Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E; Chart Fields = GLKey,Character,Object  
Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685030, 685040]

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Amount	Description	Vendor No	Warrant No
GL Key: 685010 – SCOTTS VALLEY FIRE PROT SVC													
Character: 60 – SERVICES AND SUPPLIES													
Object: 63070 – UTILITIES													
2023	09	3/14/2023	0323SVFD3		Expenditures	685010	60	63070	610.79	610.79	PACIFIC GAS AND SVFD	V129169	00426557
Total 63070 – UTILITIES									3,114.41	3,114.41			
Total 60 – SERVICES AND SUPPLIES									51,357.21	51,357.21			
Total 685010 – SCOTTS VALLEY FIRE PROT SVC									516,614.46	516,614.46			
GL Key: 685030 – SCOTTS VLY FIRE DIST.-CAPITAL													
Character: 60 – SERVICES AND SUPPLIES													
Object: 62381 – PROF & SPECIAL SERV-OTHER													
2023	09	3/24/2023	1222043		Expenditures	685030	60	62381	6,600.00	6,600.00	MESITI-MILLER E SVFD	V124519	00427660
Total 62381 – PROF & SPECIAL SERV-OTHER									6,600.00	6,600.00			
Total 60 – SERVICES AND SUPPLIES									6,600.00	6,600.00			
Total 685030 – SCOTTS VLY FIRE DIST.-CAPITAL									6,600.00	6,600.00			
GL Key: 685040 – SV FIRE DIST-REGIONAL HAZ RESP													
Character: 80 – FIXED ASSETS													
Object: 86204 – EQUIPMENT													
2023	09	3/03/2023	133738		Expenditures	685040	80	86204	13,439.75	13,439.75	CAVCOM INC SVFD	V45220	00425658
Total 86204 – EQUIPMENT									13,439.75	13,439.75			
Total 80 – FIXED ASSETS									13,439.75	13,439.75			
Total 685040 – SV FIRE DIST-REGIONAL HAZ RESP									13,439.75	13,439.75			
									536,654.21	536,654.21			

# SCOTTS VALLEY FIRE PROTECTION DISTRICT

## RESOLUTION NO. 2023-3

### RESOLUTION REQUESTING TEMPORARY TRANSFER OF FUNDS

WHEREAS the Scotts Valley Fire Protection District is in need of financial assistance during the period of July 1, 2023 to April 26, 2024; and

WHEREAS the Board of Supervisors of the County of Santa Cruz has, declared its approval of and intention to provide needed tax anticipation funds pursuant to Constitution Article XVI Section 6;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the Scotts Valley Fire Protection District hereby determine and declare that:

The sum of \$2,500,000.00 is needed in anticipation of tax revenues for the operation and maintenance of said district through April 26, 2024.

Said sum of \$2,500,000.00 requested does not exceed 85% of the taxes accruing before any other obligations are met from such taxes.

The district agrees to repay this loan by April 26, 2024, together with interest at the current rate per annum received on similar types of investments by the county as determined by the County Treasurer.

The Secretary of this Board shall forward three certified copies of this Resolution to the Auditor-Controller of the County of Santa Cruz so that the request may be signed and presented to the Board of Supervisors for approval.

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, this 12<sup>th</sup> day of April, 2023 by the following vote:

AYES      NOES      ABSENT      ABSTAIN

Director Adam Cosner  
Director Kris Hurst  
Director Joseph Parker  
Director Russ Patterson  
Director Daron Pisciotta

\_\_\_\_\_  
Daron Pisciotta, Board President

ATTEST: \_\_\_\_\_  
Ron Whittle, Board Secretary

REVIEWED AND RECOMMENDED:

\_\_\_\_\_  
Auditor-Controller

\_\_\_\_\_  
Treasurer-Tax Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DISTRIBUTED:

County Auditor  
County Treasurer  
County Counsel

# SCOTTS VALLEY FIRE PROTECTION DISTRICT

## RESOLUTION NO. 2023-4

### **RESOLUTION OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT (SVFPD) AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY**

**WHEREAS**, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

**WHEREAS**, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

**WHEREAS**, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

**WHEREAS**, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

**WHEREAS**, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

**WHEREAS**, the SVFPD is currently a member of FDAC EBA, and the Board of Directors of the SVFPD finds it in the best interest of the SVFPD to continue participating in and obtaining coverage and risk management services from FRMS; and

**WHEREAS**, FRMS requires the SVFPD to pass a resolution expressing the desire and commitment of the SVFPD to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the SVFPD approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

**BE IT FURTHER RESOLVED** that the Board of Directors authorizes the Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the SVFPD to continue participating in the joint self-insurance and risk management programs provided by FRMS.

**PASSED AND ADOPTED** by the District Directors of the SVFPD at a regular meeting held on the 12<sup>th</sup> day of April 2023, by the following called vote:

AYE      NAY      ABSENT      ABSTAIN

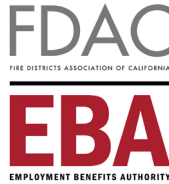
Director Adam Cosner  
Director Kris Hurst  
Director Joseph Parker  
Director Russ Patterson  
Director Daron Pisciotta

APPROVED:

ATTEST:

\_\_\_\_\_  
Daron Pisciotta  
Board President

\_\_\_\_\_  
Ron Whittle  
Board Secretary



TO: FDAC EBA Member Districts  
FROM: Carmen Berry, FDAC EBA Executive Director  
DATE: March 2, 2023  
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits Authority)**

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The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

*"This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement."*

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Melissa Feltz, FDAC EBA Coordinator  
c/o SMA  
808 R Street, Suite 209  
Sacramento, CA 95811  
FAX: (916) 231-2141  
[mfeltz@firebenefits.org](mailto:mfeltz@firebenefits.org)

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or [mfeltz@firebenefits.org](mailto:mfeltz@firebenefits.org).

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA



**AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF FIRE RISK MANAGEMENT SERVICES**  
(Formerly Fire Agencies Self Insurance System (FASIS))

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

**RECITALS**

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

## **SECTION 1:** **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

## **SECTION 2:**

### **FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS**

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

### **SECTION 3: PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

### **SECTION 4: MEMBERSHIP**

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.



**SECTION 5:**  
**PARTIES TO AGREEMENT**

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

**SECTION 6:**  
**TERM OF AGREEMENT**

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

**SECTION 7:**  
**POWERS OF FRMS**

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

**SECTION 8:**  
**BOARD OF DIRECTORS**

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

**SECTION 9:**  
**POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

#### **SECTION 10:** **OFFICERS**

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

#### **SECTION 11: RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

#### **SECTION 12: COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

#### **SECTION 13: BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

#### **SECTION 14:** **COVERAGE PROGRAMS**

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

#### **SECTION 15:** **IMPLEMENTATION OF THE COVERAGE PROGRAMS**

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

#### **SECTION 16:** **ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to



invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

#### **SECTION 17: SERVICES PROVIDED BY FRMS**

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

**SECTION 18:**  
**RESPONSIBILITIES OF MEMBERS**

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:**  
**NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:**  
**WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

#### **SECTION 21: EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

#### **SECTION 22: EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

#### **SECTION 23: TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

#### **SECTION 24: AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

#### **SECTION 25: ENFORCEMENT**

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

#### **SECTION 26: NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

**SECTION 27:**  
**NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,**  
**AGENTS AND EMPLOYEES**

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

**SECTION 28:**  
**INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES**

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

**SECTION 29:**  
**ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.



As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

### **SECTION 30: MISCELLANEOUS PROVISIONS**

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

**SECTION 31:**  
**EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_  
Scotts Valley Fire Protection District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Whittle, Fire Chief



April 5, 2023

**Transmitted via email: [rwhittle@scottsvalleyfire.com](mailto:rwhittle@scottsvalleyfire.com)**

Ron Whittle, Fire Chief  
Scotts Valley Fire District  
7 Erba Lane  
Scotts Valley, CA 95066

**RE: Scotts Valley Fire Station No. 1  
Proposed Scope of Services**

Dear Ron,

Thank you for the opportunity to design the new Fire Station No. 1 for Scotts Valley. This is an incredible opportunity for the City of Scotts Valley to provide long term safety to the community and the fire fighters that serve your great city. Having completed the conceptual lay out as part of the RFQ, we are ready to hit the ground running on design and we are excited to work with you and your team to ensure that we provide a station tailored to the unique needs of the Scotts Valley Fire Department.

## PROJECT UNDERSTANDING

We understand that the Scotts Valley Fire Department desires to build a two-story fire station on an approximately 1.5-acre site on La Madrona Drive. There will be careful consideration given to placement of the station to allow for apparatus access, emergency backup generator and fuel tank, and secure firefighter parking. Additionally, the layout of the site shall consider the addition of a future administration building that will be designed and constructed under a separate contract. The station will be two stories, between 10,000 sf and 12,000 sf and of type VB construction. It is expected that the station will have three apparatus bays and that a minimum of two of the bays will be drive-through apparatus bays. It is anticipated that the apparatus support spaces and firefighter offices will be located on the ground floor and that the second story will house the firefighter living area, individual sleeping rooms, and restrooms.

It is assumed that the architectural character of the station will match the building in the surrounding area. We have prepared two conceptual renderings as part of this proposal, one that speaks to the contextual mountain architecture throughout Scotts Valley and a second more modern option that pulls inspiration from the rugged industrial history of the Santa Cruz mountain railroads. The floor plans show the proposed arrangement and size of the programmed spaces. It is assumed that these will be refined during the design process to meet the requirements of the City and the need of the Fire Department.



Based on recently bid and constructed similar projects and taking into account the associated site work and current market conditions, we assume that the cost of construction for this station to be around \$950 a square foot, putting the construction cost for the proposed 10,730 sf station, at approximately \$10.2 million. We have worked closely with our consultant team to identify areas where design savings are available by identifying past projects with similar finishes and building systems to the station being proposed for Scotts Valley. In doing so we have been able to reduce our basic services design fee just over 8% of the cost of construction so that we can deliver the best value possible to the city and fire department,

We have also included as part of this proposal a list of supplemental and optional tasks to ensure that the proposal can be tailored to the exact needs of the fire department.

We anticipate that if RRM is selected for this project, we will work with the Client to refine the scope to best fit the needs of the fire department. The following listing and description of phases and tasks represent our approach for the project.

## SCOPE OF SERVICES

### Phase 1: Planning and Preliminary Project Assessment

- Task 1.1 Fire Station Conceptual Layout - Complete
- Task 1.2 Schematic Design

### Phase 2: Design Development and Construction Documents

- Task 2.1 Design Development
- Task 2.2 Construction Documents
- Task 2.3 Permitting

### Phase 3: Bidding Phase

- Task 3.1 Bidding

### Phase 4: Construction and Project Completion

- Task 4.1 Construction Administration
- Task 4.2 Record Drawings and Project Close-Out

### Supplemental Tasks

- Task S.1 Retaining Wall Design
- Task S.2 Off-site Construction Documents



### **Optional Tasks**

Task O.1	Design Development Cost Estimate
Task O.2	Construction Document Cost Estimate
Task O.3	Commissioning for Buildings over 10,000 sf
Task O.4	Optional Alternate Foundation – Rock Column Pad
Task O.5	Optional Alternate Foundation – Caissons and Grade Beams

## **Phase 1: Planning and Preliminary Project Assessment**

### **Task 1.1: Fire Station Conceptual Layout – Floor Plan**

Complete as part of the Request for Qualifications.

### **Task 1.2: Schematic Design**

During this Task, RRM will meet with the Fire Department to verify the program for the station based on the information provided in the RFQ and the preliminary floor plan prepared by the design team. We will verify that the quantity, size, and arrangement of the proposed spaces in the station adequately support the needs of the fire department. With the conceptual floor plan defined, RRM will prepare a schematic site plan and complete the schematic design application package for submittal to the City Planning Division.

#### ***Tasks:***

- *Prepare schematic site plan*
- *Schematic building elevations*
- *Prepare the planning submittal package*
- *Secure utility information*
- *Assist Client with the preparation of presentation for the Planning Commission, if required*

#### ***Deliverables:***

- *Project schedule*
- *Drawings to support Planning/Community Development Application (if required)*
- *Architectural site plan – colored for presentation*
- *Architectural floor plan*
- *Architectural building elevations*
- *Landscape plan*
- *Conceptual grading and drainage plan*
- *Colored rendering*



**Meetings:**

- Two (2) working project status meeting to review the schematic drawings
- Attendance at one (1) City Planning approval meeting, if required

**Client Participation:**

- Attendance at working project status meetings
- Attendance at planning approval meetings
- Provide timely decisions regarding the design
- Assistance with preparation and processing of planning application
- Provide previously surveyed documentation
- Provide geotechnical report compliant with 2022 building code

## **Phase 2: Design Development and Construction Documents**

### **Task 2.1: Design Development**

Based on the schematic design documents and project budget, RRM and our consultant team will develop the building systems for the project. In the design development task, the A/E team will design and layout the basic engineering systems. If selected, a design development level construction cost estimate will be prepared to reflect the information developed in this task. Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the schematic design phase.

**Tasks:**

- Work with the Client to review the project design and budget
- Develop 100% design development package to include:
- Architectural drawings
- Engineering drawings
- Progress specifications
- Design development level cost estimate (if selected)

**Deliverables:**

- Design development drawings
- Design development progress specifications
- Design development engineering drawings
- Design development level construction cost estimate (if selected)
- Interior finishes materials board
- Response to Client comments

**Meetings:**

- One meeting to present and review the design development package with the Client



**Client Participation:**

- Attend scheduled design development meetings
- Provide timely decisions regarding the design
- Review and approval of design development package

**Task 2.2: Construction Documents**

Based on the schematic design/design development drawings, specifications, and the construction cost estimate, RRM and our consultants will prepare the construction documents.

**Tasks:**

- Develop 90% construction documents package for permit submittal to include:
- Architectural drawings
- Engineering drawings
- Specifications
- Title 24 Reports
- Structural calculations
- Assist the Client in preparing their standard front end specifications (Division I and General Conditions if needed) to meet the specifics of the project.
- 90% construction document level cost estimate (if selected)
- RRM in-house QA/QC process

**Deliverables:**

- 90% construction document package (for Client review and permit submittal)
- 90% construction cost estimate (if selected)
- Response to Client comments

**Meetings:**

- One meeting to present and review a 50% construction document package with the Client
- One meeting to review Client comments to the 90% construction documents

**Client Participation:**

- Attendance of Client/RRM team meetings
- Provide timely decisions regarding design and cost
- Provide Standard Division I and General Condition specifications



### **Task 2.3: Permitting**

RRM will submit the 90% construction documents to the City Building Department for plan check review at the end of the construction document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, minor modification to the documents may also occur as a result of City team review comments and RRM's in-house QA/QC process. RRM will incorporate agency plan check, RRM in-house QA/QC, and City review comments into the 100% construction document set for the project bidding process.

#### **Tasks:**

- *Submit to City for building permit*
- *Respond to plan check comments*

#### **Deliverables:**

- *100% construction documents with building department comments included submittal for bidding*

#### **Meetings:**

- *One meeting to review plan check comments with the building department*

#### **Client Participation:**

- *Payment of plan check fees*
- *Attendance of RRM/agency meetings*

## **Phase 3: Bidding Phase**

### **Task 3.1: Bidding**

RRM and our consultants will assist the Client during the bidding phase by participating in a pre-bid conference, evaluating, and advising the Client regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.

#### **Tasks:**

- *Respond to bidder questions*
- *Prepare one (1) addendum*

#### **Meetings:**

- *One (1) pre-bid conference with prospective bidders*
- *One (1) bid opening*





**Client Participation:**

- Attendance at pre-bid conference

## **Phase 4: Construction and Project Completion**

### **Task 4.1: Construction Administration**

RRM and our consultants will assist the Client during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the Client or contractor for changes in the work, observing and advising the Client construction administrator regarding construction progress and conformance to the contract documents. We will attend regular progress meetings, assist the Client in preparing a punch list, and advise the Client on the status of the project with respect to substantial completion and final completion.

**Tasks:**

- Respond to Requests for Information (RFI)
- Issue supplemental information/instructions
- Review payment applications
- Review change proposals and change orders
- Prepare field observation reports when needed
- Prepare punch list
- Attendance at preconstruction meeting and on-site construction project meetings two (2) times per month for 12 months – 24 total meetings
- Review of contractor provided record as-built drawings and operations and maintenance manuals

**Meetings:**

- One (1) pre-construction meeting
- Twenty-four (24) on-site project meetings/construction observations (two [2] per month) – anticipated 12 month construction window
- Up to twenty-four (24) virtual project meetings (two [2] per month)
- One (1) preliminary punch list walk-through
- One (1) final construction completion meeting
- Client Participation:
- Attendance at job site and virtual meetings



#### **Task 4.2: Record Drawings and Project Close-out**

RRM and our consultants will prepare a set of record drawings to include the revisions made during construction to provide the Client with a complete record of the project as completed.

**Tasks:**

- Review revisions and changes during construction
- Incorporate changes into drawing set

**Deliverables:**

- Initial record drawing set for Client review
- Final reproducible record drawing set on heavy bond paper

**Client Participation:**

- Review and provide comment to initial record drawing set

#### **Supplemental Tasks**

##### **Task S.1: Retaining Wall Design**

It is anticipated that a 10'-12' retaining wall will be needed at the rear of the property to provide adequate site area for parking, site mounted equipment and apparatus maneuvering space. Under this task, RRM will coordinate with the civil engineer to develop a wall profile and provide the structural design and detailing of the site retaining walls.

**Deliverables:**

- Retaining wall details in the permit submittal package
- Structural calculations

##### **Task S.2: Off-site Construction Documents**

Based on the Fire Department approved design development drawings, RRM's civil engineers will proceed with the preparation of the off-site construction documents. It is anticipated that the within public right of way will require a separate encroachment permit and will be separate plan set for submission to the city.

**Deliverables:**

- Off-site construction documents submittal
- Civil site plans- approx. 10 sheets (Generally will include the following, title sheet, general notes, existing condition and site preparation, Plan and Profile – La Madrona Drive, Details, Erosion Control.)
- Specifications



## **Optional Tasks**

### **O.1: Design Development Cost Estimate**

RRM will contract with an outside third-party cost estimator to provide a design development cost estimate at the completion of the design development drawings. RRM will review the findings of the estimate with the Client to discuss any value-engineering options if desired.

### **O.2: Construction Documents Cost Estimate**

RRM will contract with an outside third-party cost estimator to provide a construction documents cost estimate at the completion of the construction documents. RRM will review the findings of the estimate with the Client to discuss any value-engineering options if desired.

### **O.3: Commissioning for Buildings Over 10,000 sf**

Based on the RFQ, it is assumed that the building will be over 10,000 sf. Under this task, RRM's mechanical consultant will be retained to prepare the commissioning documentation required by the California Green Building Code to permit buildings over 10,000 sf. This is a new code requirement by the 2022 California Green Building Code. This will be submitted to the building department as part of the plan check process and include site commissioning during construction and a final commissioning report at the end of the project.

### **O.4: Optional Alternate Foundation – Rock Column Pad**

This task includes the structural coordination with rock column engineer to design a building pad appropriate for the structure. Selection of this foundation type will be dependent on the recommendations of the geotechnical engineer and the updated geotechnical report. Due to the unknown nature of fill dirt on this site, a third party engineer may be retained as an additional service to provide the structural design for rock columns to support the building. It is anticipated that the engineer will be retained by the grading contractor as part of a deferred approval.

#### ***Deliverables:***

- *One (1) meeting with rock column engineer*

#### ***Exclusions:***

- *Design of rock columns*



### **O.5: Optional Alternate Foundation Design – Caissons and Grade Beams**

This task includes the structural design and detailing of the cast in place concrete caissons and grade beams. Selection of this foundation type will be dependent on the recommendations of the geotechnical engineer and the updated geotechnical report.

***Deliverables:***

- *Caisson and grade beam details in the permit submittal package*
- *Structural calculations*
- *Structural calculations will be provided to support the structural construction documents for submission to the City for a building permit*
- *8.5" x 11" in PDF format*

### **SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT**

- Geotechnical report – It is assumed that current report will be updated to the requirements of the 2022 building code.
- Site topographic survey in CAD format.
- Title report
- All required permitting and plan check fees

### **LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- LEED Documentation
- Off-site utility work
- Analysis of and design of the existing off-site storm drainage facilities and conditions
- Analysis of off-site sewer, water, and storm drain utility capacities
- SWPPP construction monitoring, QSP services, or SWPPP updates during construction
- Environmental services or CEQA documentation
- Traffic studies (Available as an Additional Service)



- AutoCAD file record drawings. The design team will review the contractor's markups
- Street improvements (streetlights, traffic signals, etc.) Note: Curb gutter and sidewalk are included unless a separate drawing submittal is required
- Bid forms and general conditions – use City standard
- Encroachment permit processing
- Geotechnical services
- Design/Build project delivery
- Topographic survey/locating existing underground utilities – it is assumed that it will be provided by Scotts Valley Fire Protection Districts
- Arborist report – can be provided as an additional service
- Potholing to verify utilities
- Utility testing or downstream capacity analysis. It is assumed that the existing Sewer, Water and Strom have adequate capacity to serve this site
- Non-Standard foundation designs other than those outlined above – Upon receipt of the updated geotechnical report
- Revisions to floor plan deviating from Scotts Valley City Fire Station No. 1 plan
- Furnishing design, procurement, delivery, and installation – Can be provided as an additional service
- Full coverage fire sprinkler design – Performance specifications will be provided for deferred approval  
Full coverage fire alerting system – Performance specification will be provided for deferred approval (Complete Fire Alarm system to be provided)
- Upgrade of electrical service to the site. (Assumes utility drawing as provided with RFP (PG&E PM#30495246) has been constructed and is ready for extension to project site.)
- Complete photovoltaic (PV) and Battery energy storage systems (BESS) design (performance specification of photovoltaic (PV) system interconnection requirements will be provided. Assumes that awarded contractor will provide both design and installation services (design/build) based upon performance criteria outlined on construction documents)
- Design for Emergency radio responder communications system (ERRCS).
- Pump stations (for sewer and/or storm drains)
- Septic system
- Bus stops
- Pavement rehab and striping in La Madrona. It is assumed that the offsite will be limited to curb/gutter – sidewalk -driveway and utility tie in



## TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
<b>Phase I</b>	<b>Planning and Preliminary Project Assessment</b>	
1.1	Fire Station Conceptual Layout – Floor Plan	\$ COMPLETE
1.2	Schematic Design	\$ 96,812
	<b>Phase I Subtotal</b>	<b>\$ 96,812</b>
<b>Phase 2</b>	<b>Design Development and Construction Documents</b>	
2.1	Design Development	\$ 144,602
2.2	Construction Documents	\$ 273,530
2.3	Permitting	\$ 42,340
	<b>Phase 2 Subtotal</b>	<b>\$ 460,472</b>
<b>Phase 3</b>	<b>Bidding Phase</b>	
3.1	Bidding	\$ 24,368
	<b>Phase 3 Subtotal</b>	<b>\$ 24,368</b>
<b>Phase 4</b>	<b>Construction and Project Completion</b>	
4.1	Construction Administration	\$ 209,243
4.2	Record Drawings and Project Close-Out	\$ 13,860
	<b>Phase 4 Subtotal</b>	<b>\$ 223,103</b>
	<b>SUBTOTAL:</b>	<b>\$804,755</b>
	<b>Estimated Reimbursable Expenses:</b>	<b>\$15,000</b>
	<b>ESTIMATED PROJECT TOTAL:</b>	<b>\$819,755</b>
<b>Task S</b>	<b>Supplemental Tasks</b>	
S.1	Retaining Wall Design	\$ 9,860
S.2	Off-site Construction Documents	\$ 29,500
	<b>Task S Subtotal</b>	<b>\$ 39,360</b>
<b>Task O</b>	<b>Optional Tasks</b>	
O.1	Design Development Cost Estimate	\$ 23,250
O.2	Construction Documents Cost Estimate	\$ 30,810
O.3	Commissioning for Buildings Over 10,000sf	\$ 25,713
O.4	Optional Alternate Foundation – Rock Column Pad	\$ 2,660
O.5	Optional Alternate Foundation – Caissons and Grade Beams	\$ 15,860
	<b>Task O Subtotal</b>	<b>\$ 98,293</b>
	<b>ESTIMATED PROJECT TOTAL WITH OPTIONAL/SUPPLEMENTAL TASKS:</b>	<b>\$957,408</b>



### **Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

### **EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS**

RRM Design Group and Client agree that Exhibit A-I is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-I, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

### **RRM DESIGN GROUP**

A handwritten signature in black ink, appearing to read 'Kathryn Hicks'.

Kathryn Hicks  
Project Manager  
CA License No. C38079

A handwritten signature in black ink, appearing to read 'Michael Scott'.

Michael Scott, LEED AP  
Principal  
CA License No. C31544

Attachment: Exhibit A-I



The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

\_\_\_\_\_  
**Sign** **Date**

\_\_\_\_\_  
**Print Name, Title**

\_\_\_\_\_  
**Billing Email** (Please identify person's name and e-mail address to receive electronic invoices.)

\_\_\_\_\_  
**Billing Address** (if different from mailing address)

wbc\corp.rrmdesign.com\rrm\on-site\X-FILES\X-Files-3000\X3001-02-PS23-Scotts-Valley-FS-No 1\Proposal\Original-Docs\Scotts-Valley-FS-No-1-Proposal-wbc-04-04-23.docx





# EXHIBIT A-1

## General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

**EMPLOYEE RATES (HOURLY).** Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

**SUBCONSULTANT EXPENSES.** The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant,  
Geotechnical Consultant, Mechanical Engineer, Cost  
Estimator, Archaeological Consultant, Electrical  
Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

**REIMBURSABLE EXPENSES.** Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

### RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

**FEES AND PAYMENTS.** Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

**ADVANCE PAYMENT.** RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

**COMMENCEMENT OF WORK.** RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

**TERMINATION OR SUSPENSION.** Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

**ADDITIONAL SERVICES.** Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

**ADDITIONAL DOCUMENTS.** RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

**LIMITATION OF LIABILITY.** RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: \_\_\_\_\_.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**INDEMNIFICATION.** To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

**INSURANCE.** RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

**TITLE.** It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

**CLIENT RESPONSIBILITIES.** Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions 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 portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

**STANDARD OF PERFORMANCE.** The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

**OPINION OF PROBABLE COST.** Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

**HAZARDOUS ENVIRONMENTAL CONDITION.**

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

**ARBITRATION.** Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

**LIENS.** This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

**SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

**FORCE MAJEURE.** RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

**OTHER PROVISIONS.** This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.



## EXHIBIT A-1 SCHEDULE 1

### Bill Rate Ranges

Subject to change effective March 1st each year

#### ARCHITECTURE

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 150 - \$ 245
Design Director	\$ 210 - \$ 260
Designer I	\$ 75 - \$ 110
Designer II	\$ 85 - \$ 125
Designer III	\$ 105 - \$ 145
Intern	\$ 60 - \$ 85
Job Captain	\$ 95 - \$ 155
Manager of Architecture	\$ 180 - \$ 280
Principal	\$ 215 - \$ 395
Project Architect	\$ 135 - \$ 210
Project Designer	\$ 115 - \$ 200
Project Manager	\$ 120 - \$ 190
Senior Architect	\$ 165 - \$ 210
Senior Designer	\$ 140 - \$ 180
Senior Project Manager	\$ 155 - \$ 255

#### ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 175
Construction Inspector	\$ 135 - \$ 175
Designer I	\$ 55 - \$ 105
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 95 - \$ 135
Engineer I	\$ 95 - \$ 140
Engineer II	\$ 115 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 165
Principal	\$ 235 - \$ 395
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 145 - \$ 230
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 230
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 85 - \$ 115
Survey Technician III	\$ 100 - \$ 135

#### Surveying Crew Rates

##### REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 175
Two person	\$ 175 - \$ 325
Three person	\$ 235 - \$ 415

##### PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 250
Two person	\$ 225 - \$ 370
Three person	\$ 325 - \$ 515

#### INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

#### LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 75 - \$ 105
Associate Designer	\$ 90 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 140 - \$ 235
Intern	\$ 55 - \$ 85
Landscape Architect	\$ 115 - \$ 160
Manager of Landscape Architecture	\$ 165 - \$ 245
Principal	\$ 190 - \$ 395
Principal Landscape Architect	\$ 135 - \$ 205
Senior Landscape Architect	\$ 125 - \$ 185

#### PLANNING

Assistant Planner	\$ 100 - \$ 130
Associate Planner	\$ 110 - \$ 175
Intern	\$ 55 - \$ 95
GIS Specialist	\$ 80 - \$ 165
Senior GIS Specialist	\$ 105 - \$ 200
Manager of Planning	\$ 190 - \$ 265
Principal	\$ 240 - \$ 475
Principal Planner	\$ 175 - \$ 245
Senior Planner	\$ 145 - \$ 210
Senior Urban Designer	\$ 155 - \$ 195
Urban Designer	\$ 105 - \$ 185

#### CORPORATE SERVICES

Administrative Assistant	\$ 75 - \$ 95
Administrative Coordinator	\$ 100 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 300 - \$ 495
File Clerk/Administrative Support	\$ 50 - \$ 85
Marketing Assistant	\$ 50 - \$ 85
Marketing Coordinator	\$ 75 - \$ 115
Marketing Manager	\$ 130 - \$ 235
Marketing Specialist	\$ 95 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 90 - \$ 140
Receptionist	\$ 55 - \$ 80
Senior Marketing Specialist	\$ 135 - \$ 170





# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Date: April 12, 2023  
To: Board of Directors  
From: Chief Whittle  
Subject: March Administrative Report

## Administration

- Santa Cruz Warriors Basketball Game Fund Raiser for Santa Cruz City Fire Captain Brian Tracy.
- Memorial for Santa Cruz City Fire Engineer Ben Bynes. Scotts Valley Fire and Central Fire staffed engines to cover the city along with BC Stubendorff so Santa Cruz Fire crews could attend the memorial.

## Operations

- E2510 was towed to Cummins San Leandro to repair the oil-cooler leaking oil into the coolant system and replace faulty engine injectors.
- Crew were able to replace apparatus oil pressure sending units and discharge ball valves in-house.
- Josh Nehf completed the quarterly Bauer Compressor air testing.
- The Glenwood Station plumbing was hydro-flushed by Bellows Plumbing to relieve the slow drainage issues and a cast iron clean-out had to be replaced out front.
- One of the three Erba Station refrigerators had to be replaced after 20 years.
- Wireless apparatus headsets were installed on E2511 for a trial period.

## EMS

- Fatality MVA Northbound HWY 17 just before the El Rancho exit.
- 20' x 40' Structure / Wildland Fire in the drainage on the corner of Mount Hermon and Lockhart Gulch. Homeless camp made up of concrete wood and other materials.
- A high angle rescue was done by "A" shift off of Eagle Drive. A person fell 150' down a hillside which had multiple vertical sections.

## Training

- High angle rope rescue training. Captain Sundermier training with the crews on high angle / vertical rope rescue techniques. Training location: Sky Park behind the tennis courts.
- Vertical Ventilation / roof top ventilation training with chain saws.
- Fresno Symposium: Several Employees attended the Fresno Training Symposium with the end goal of bringing back updated and new tasks, tactics and strategies. Training topics included: First Due operations, Hose Pulls and Management, Forcible Entry, Ventilation, REMS / Rope Rescue Ops, etc. Captain Sundermier, Engineers Pedemonte, Post, Nehf, Smiley, Crivello and Firefighter Shaughnessy attended.
- Engineer Neil Cahir attended the Monterey County Training Chiefs Association Mental Health and PTSD seminar.
- Academy: Live fire training, Fire Control 3B. Eng/Medics Green, Nehf, Smiley, Pedemonte and Post.
- Captain Petteys developed and with Michelle Jackson's help launched updated lithium-ion battery training for crews as well as a social media update for the public.

Board of Directors

Adam Cosner   Kris Hurst   Joseph Parker   Russ Patterson   Daron Pisciotta

- Firefighter Patrick Shaughnessy has completed his probationary training to drive and operate all Districts type 1 apparatus.
- Josh Nehf hosted another CPR class at Erba to teach ten people from the public.

### **Prevention**

- Public Education Program management has been assigned to BC LoFranco and will be managed and implemented by Captain Vandervoort with help from Engineers John Bridges and Kevin Laine.
- DFM Collins completed 107 annual initial inspections, 70 annual re-inspections, 9 construction inspections and 3 complaint follow ups.
- A baseline radio test at 100 Enterprise Way, Module 'A' was completed in order to begin the process for the installation of an Emergency Responder Communication Enhancement System due to the lack of radio coverage in the building. Each module will require an ERCES as they do large tenant improvements.
- Crews have been joining DFM Collins during inspections as part of their pre-planning.
- Santa Cruz County FPOs met and will begin the process of updating the County standards.

### **Chief Report**

I attended the quarterly SCCFAIG meeting, we reviewed next FY preliminary budget and premium estimates. SCO will have about a 34% increase in work comp premiums next fiscal year.

I met with SVUSD Superintendent Tanya Krouse and her staff, along with the school Principals, and Scotts Valley Police, to discuss current and proposed school emergency and lockdown procedures. We also scheduled drills at each of the District's 4 public schools.

There were quite a few storms in the month of March. The County EOC was active for much of the month, conducting regular Zoom meetings in the operational area. Op area agencies received regular weather updates from the National Weather Service, and the Fire and Law branches communicated and coordinated efforts regularly.

The fire station ad-hoc committee met to discuss the proposals received for architectural services. We also met with Chuck Maffia, who has agreed to be the treasurer for the District future bond measure campaign.

All District Board members, along with Chief Whittle and Battalion Chief Stubendorff attended the FDAC conference in Napa, CA.

I met with Central Fire Board member Michael Hushaw regarding an internal project he is working on.

The fire station ad hoc group met with RRD Design to discuss the details and scope of their proposal, discuss preliminary timelines and contract.

I attended the Code Red drill at Scotts Valley High School with our on-duty BC and E2512.

I provided duty coverage for BC LoFranco to attend S-390 training in Manteca.

The fire chief recruitment committee met with Kim Petersen to get an update on the process, and develop questions to be asked by the oral interview panels.



# Scotts Valley Fire Protection District

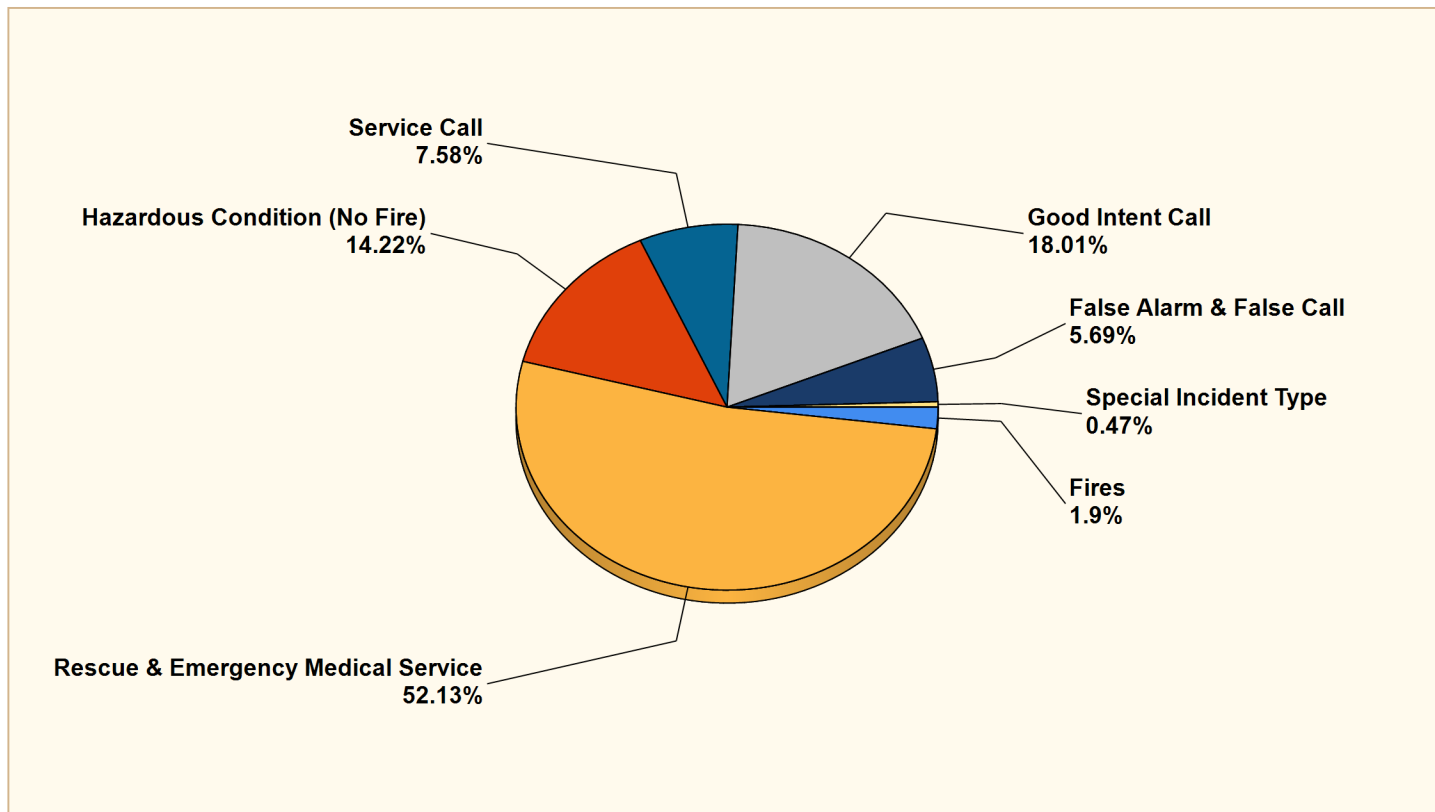
Scotts Valley, CA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2023 | End Date: 03/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	1.9%
Rescue & Emergency Medical Service	110	52.13%
Hazardous Condition (No Fire)	30	14.22%
Service Call	16	7.58%
Good Intent Call	38	18.01%
False Alarm & False Call	12	5.69%
Special Incident Type	1	0.47%
TOTAL	211	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553  
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### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
112 - Fires in structure other than in a building	1	0.47%
113 - Cooking fire, confined to container	1	0.47%
114 - Chimney or flue fire, confined to chimney or flue	1	0.47%
118 - Trash or rubbish fire, contained	1	0.47%
320 - Emergency medical service, other	1	0.47%
321 - EMS call, excluding vehicle accident with injury	96	45.5%
322 - Motor vehicle accident with injuries	5	2.37%
324 - Motor vehicle accident with no injuries.	7	3.32%
356 - High-angle rescue	1	0.47%
400 - Hazardous condition, other	1	0.47%
412 - Gas leak (natural gas or LPG)	4	1.9%
424 - Carbon monoxide incident	1	0.47%
444 - Power line down	24	11.37%
500 - Service Call, other	3	1.42%
511 - Lock-out	1	0.47%
551 - Assist police or other governmental agency	1	0.47%
553 - Public service	4	1.9%
554 - Assist invalid	7	3.32%
600 - Good intent call, other	1	0.47%
611 - Dispatched & cancelled en route	31	14.69%
622 - No incident found on arrival at dispatch address	2	0.95%
631 - Authorized controlled burning	1	0.47%
651 - Smoke scare, odor of smoke	2	0.95%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.47%
700 - False alarm or false call, other	1	0.47%
730 - System malfunction, other	1	0.47%
735 - Alarm system sounded due to malfunction	3	1.42%
736 - CO detector activation due to malfunction	1	0.47%
743 - Smoke detector activation, no fire - unintentional	1	0.47%
744 - Detector activation, no fire - unintentional	3	1.42%
745 - Alarm system activation, no fire - unintentional	2	0.95%
900 - Special type of incident, other	1	0.47%
<b>TOTAL INCIDENTS:</b>	<b>211</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# Scotts Valley Fire Protection District

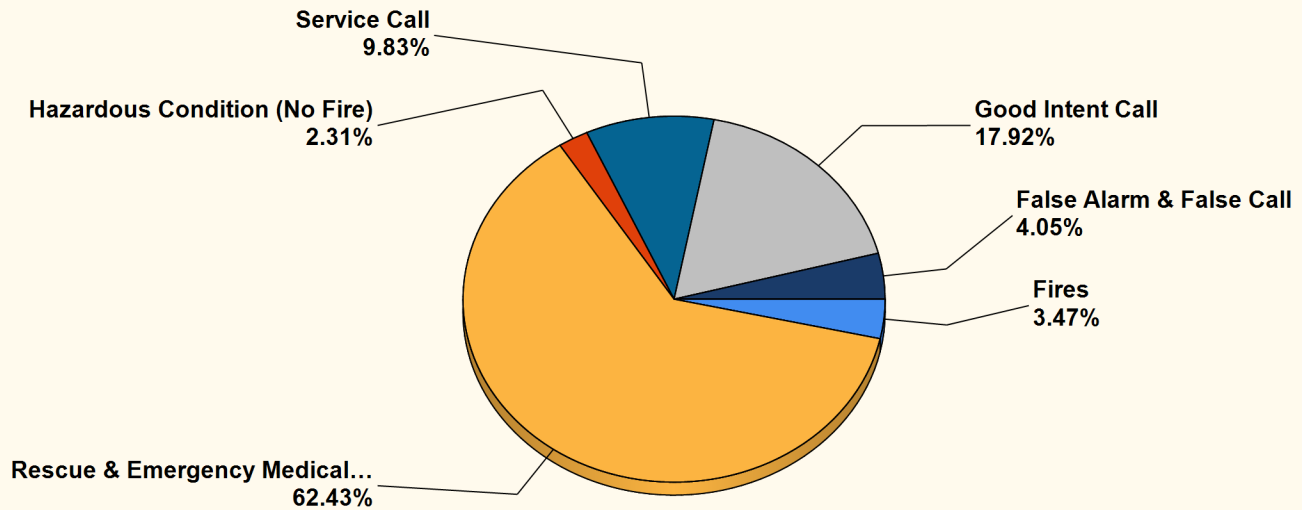
Scotts Valley, CA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2022 | End Date: 03/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	3.47%
Rescue & Emergency Medical Service	108	62.43%
Hazardous Condition (No Fire)	4	2.31%
Service Call	17	9.83%
Good Intent Call	31	17.92%
False Alarm & False Call	7	4.05%
<b>TOTAL</b>	<b>173</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.58%
111 - Building fire	1	0.58%
131 - Passenger vehicle fire	1	0.58%
140 - Natural vegetation fire, other	1	0.58%
141 - Forest, woods or wildland fire	1	0.58%
142 - Brush or brush-and-grass mixture fire	1	0.58%
320 - Emergency medical service, other	1	0.58%
321 - EMS call, excluding vehicle accident with injury	90	52.02%
322 - Motor vehicle accident with injuries	7	4.05%
324 - Motor vehicle accident with no injuries.	7	4.05%
350 - Extrication, rescue, other	1	0.58%
353 - Removal of victim(s) from stalled elevator	2	1.16%
412 - Gas leak (natural gas or LPG)	3	1.73%
442 - Overheated motor	1	0.58%
550 - Public service assistance, other	5	2.89%
554 - Assist invalid	11	6.36%
561 - Unauthorized burning	1	0.58%
611 - Dispatched & cancelled en route	15	8.67%
621 - Wrong location	1	0.58%
622 - No incident found on arrival at dispatch address	9	5.2%
651 - Smoke scare, odor of smoke	6	3.47%
733 - Smoke detector activation due to malfunction	2	1.16%
736 - CO detector activation due to malfunction	1	0.58%
743 - Smoke detector activation, no fire - unintentional	4	2.31%
<b>TOTAL INCIDENTS:</b>	<b>173</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# Scotts Valley Fire Protection District

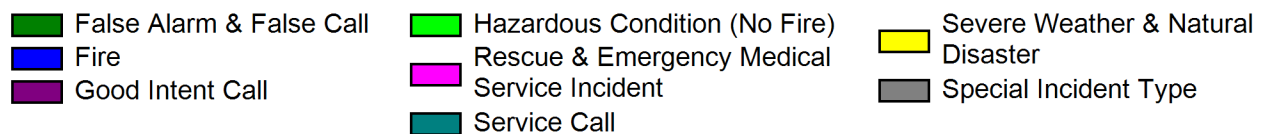
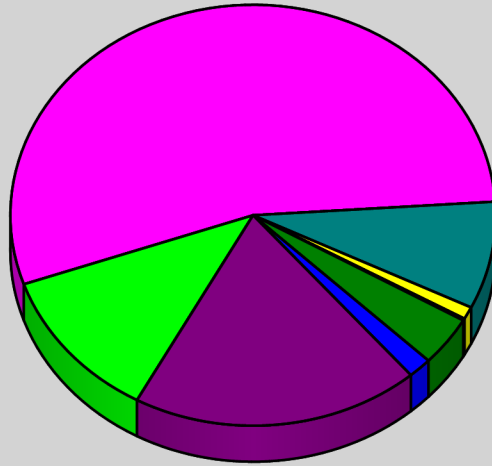
Scotts Valley, CA

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## Major Incident Types by Month for Date Range

Start Date: 01/01/2023 | End Date: 03/31/2023



INCIDENT TYPE	JAN	FEB	MAR	TOTAL
False Alarm & False Call	5	7	12	24
Fire	2	4	4	10
Good Intent Call	34	49	38	121
Hazardous Condition (No Fire)	24	20	30	74
Rescue & Emergency Medical Service Incident	113	119	110	342
Service Call	19	17	16	52
Severe Weather & Natural Disaster	5	1		6
Special Incident Type			1	1
Total	202	217	211	630

Only REVIEWED incidents included



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Doc Id: 495

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# Scotts Valley Fire Protection District

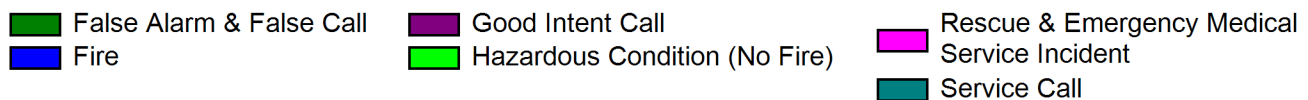
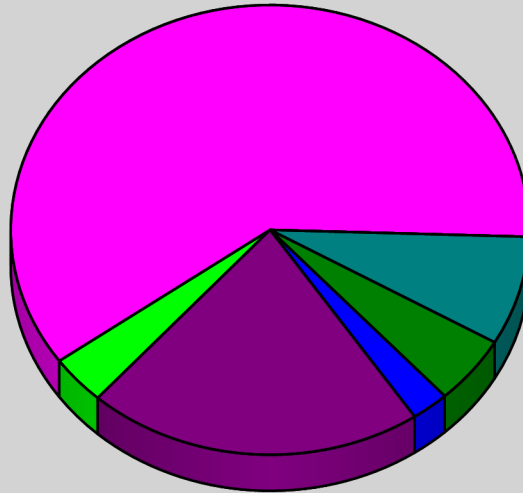
Scotts Valley, CA

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## Major Incident Types by Month for Date Range

Start Date: 01/01/2022 | End Date: 03/31/2022



INCIDENT TYPE	JAN	FEB	MAR	TOTAL
False Alarm & False Call	9	9	7	25
Fire	2	4	6	12
Good Intent Call	44	32	31	107
Hazardous Condition (No Fire)	7	7	4	18
Rescue & Emergency Medical Service Incident	114	86	108	308
Service Call	16	7	17	40
<b>Total</b>	<b>192</b>	<b>145</b>	<b>173</b>	<b>510</b>

Only REVIEWED incidents included



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