



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

## Board of Directors

### Agenda

Wednesday, May 10, 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.

### Teleconference Notice

Director Patterson will be joining the meeting via teleconference from the following location:  
75-5888 Alii Drive, Kailua-Kona, HI 96740.

#### 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 April 12, 2023

4.2 Minutes: Approve Special Board Meeting Minutes of April 26, 2023

4.3 Approve SVFPD Claims Disbursements for the Month of April 1, 2023 through April 30, 2023 in the Amount of:

Payroll and Benefits:	\$ 475,458.90
General Fund:	\$ 612,621.08
Capital Outlay	\$ 1,198.60
SCHMIT:	<u>\$ 6,096.19</u>
TOTAL:	\$1,095,374.77

**Scotts Valley Fire Protection District  
Board of Directors Meeting for May 10, 2023  
Agenda**

**5. Discussion Items**

5.1 Branciforte Annexation Update – *Ad Hoc Committee*

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

6.1 Approve Contract with RRM Design for Architectural Services

6.2 Approve Resolution 2023-6 Appointing Bond Counsel and Municipal Advisor

6.3 Adopt Resolution 2023-5: Resolution Adopting Preliminary Budgets for Fiscal Year  
2023/2024

685010	General Fund:	\$12,599,481
685030	Capital Outlay/Zone A:	\$ 2,434,957
685040	SCHMIT:	\$ 487,195

Set public hearing for adoption of the final budget for the August 9, 2023, Regular Board Meeting: 6:00 P.M.

Direct staff to publish a public hearing notice and make the budget available for public review

6.4 Approve Draft Letter to Board of Supervisors Regarding Allocation of Proposition 172 Funds

**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 Annual SCHMIT Report – *Chief Whittle*

7.3 Administrative Report – *Chief Officers*

**8. Correspondence**

**9. Request for Future Agenda Items**

**10. Closed Session: Government Code §54957**

10.1 Labor Negotiations: Government Code §54957.6  
Conference with Labor Negotiators, Directors Cosner and Parker  
Fire Chief Contract

**11. Adjournment**

Next Regularly Scheduled Board Meeting: Wednesday, June 14, 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 April 12, 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, April 12, 2023 at the City of Scotts Valley Council Chambers. President Pisciotta called the meeting to order at 6:04 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 and Stubendorff and Administrative Services Manager Walton |

### 2. Public Comment (GC §54954.3)

None

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

None

### 4. Consent Calendar

#### 4.1 Minutes: Approve Regular Board Meeting Minutes of 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

On motion of Director Parker seconded by Director Cosner to *Approve the Consent Calendar Items 4.1, 4.2, 4.3 and 4.4* was approved by the following vote:

AYES:	Cosner, Hurst, Parker, Patterson and Pisciotta
NOES:	None
ABSENT:	None
ABSTAIN:	None

**SCOTTS VALLEY FIRE PROTECTION DISTRICT**  
**Regular Board Meeting April 12, 2023**

**5. Discussion Items**

5.1 Branciforte Annexation Update

Chief Whittle stated that the BFPD Board approved the Benefit Assessment going to the voters and the County Board of Supervisors approved the shift of property taxes from the BFPD to the SVFPD. The Branciforte Ad Hoc Committee will be meeting tomorrow.

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

6.1 Approve Contract with RRM Design for Architectural Services

Chief Whittle reported that the contract was included in the Board packet with the scope of work for the La Madrona Fire Station. Chief Whittle stated that he attended a meeting with RRM Design and Directors Patterson and Pisciotta to review the contract, which aligned with RRM Design proposal that was approved by the Board last month. Legal Counsel has not signed off on the contract due to a few minor legal edits. Legal Counsel has contacted RRM Design but the changes have not been finalized.

The Board discussed the contract and decided to move the Item to the May Board Meeting Agenda for Legal Counsel approval, which should not delay the project. No action was taken.

**7. Board of Directors and Administrative Reports – Information/Discussion**

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

7.1 Board of Directors Report – Directors

President Pisciotta stated that the Equipment and Facilities Committee toured the Redwood Station, which the La Madrona Station will be modeled after. Director Patterson stated that during the tour, they discussed building issues and changes that will be incorporated in the La Madrona Station architectural drawings.

Director Cosner stated that the Fire Chief Recruitment Committee met with Kim Petersen to discuss questions for the Fire Chief Candidate interviews.

7.2 Administrative Report – Chief Officers

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

- Admin Staff attended the SC County Fire Chiefs Admin Section Meeting hosting Microsoft Excel Training.
- BC Stubendorff and Admin Services Manager Walton met with Communication Services Corporation to discuss replacing the telephone system.
- 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.
- 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.
- I attended the FDAC conference in Napa, CA along with all SVFPD Board members and BC Stubendorff.
- As the Zone Coordinator, I managed the large wind event at NetCom triaging incidents. Due to the large volume of call, we had issues with Tablet Command that we are working to resolve.

BC LoFranco reported that Captain Pettys and Admin Specialist Jackson are working on a lithium battery training flyer.

BC Stubendorff stated that it was a bad month of severe weather incidents but overall, the SVFPD fared well.

**8. Correspondence – Information**

None

**SCOTTS VALLEY FIRE PROTECTION DISTRICT**  
**Regular Board Meeting April 12, 2023**

**9. Request for Future Agenda Items**  
None

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

At 6:22 p.m., President Pisciotta announced that the Board would be going into Closed Session for the purposes listed in Item 10.1 and 10.2.

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

11.1 Report on Closed Session: Government Code §54957.1

At 8:19 p.m., the Board reconvened to Open Session. President Pisciotta reported that for Item 10.1, the Board discussed the Fire Chief Recruitment and for Item 10.2, the Board discussed the Property Easement. No action was taken.

**12. Adjournment**

The meeting was adjourned at 7:20 p.m.

ATTEST \_\_\_\_\_

Daron Pisciotta  
Board President

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

**MINUTES OF THE  
SCOTTS VALLEY FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
SPECIAL MEETING OF  
April 26, 2023**

**1. Call to Order**

A Special Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, April 26, 2023 at the Four Points by Sheraton Conference Room, Scotts Valley. President Pisciotta called the meeting to order at 9:03 a.m.

1.1 Roll Call

Directors Present: Directors Cosner, Hurst, Parker, Patterson and Pisciotta  
Staff: Fire Chief Whittle

**2. Public Comment (GC §54954.3)**

None

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

3.1 Fire Chief Recruitment §54957  
Fire Chief Candidate Interviews

At 9:04 a.m., President Pisciotta announced that the Board would be going in to Closed Session for the purpose listed above.

**4. Open Session**

6.1 Report on Closed Session: Government Code §54957.1

At 12:40 p.m., President Pisciotta reported that the Board interviewed the Candidates and selected a Fire Chief.

**On motion of Director Cosner seconded by Director Patterson to *Direct the Recruitment Consultant to Make a Conditional Job Offer to One of the Candidates Pending Passing a Medical Physical and Background Investigation* was approved by the following vote:**

**AYES: Cosner, Hurst, Parker, Patterson and Pisciotta**  
**NOES: None**  
**ABSENT: None**  
**ABSTAIN: None**

**6. Adjournment**

The meeting was adjourned at 12:41 p.m.

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

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

## Scotts Valley Fire Protection District (SVFPD)

Date: May 10, 2023  
To: Board of Directors  
From: SVFPD  
Subject: Approve Claim Disbursements

---

SVFPD Claims have been approved for payment out of SVFPD Funds totaling \$ 1,095,374.77

These payments have been approved by the Board of Directors during their meeting on May 10, 2023

### April 2022/2023 F.Y.

685010- Payroll and Benefits:	\$475,458.90
685010- General Fund:	\$612,621.08
685030- Capital Outlay:	\$ 1,198.60
685040- SCHMIT:	\$ 6,096.19

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 [Y] and GL Key [685010, 685030, 685040]

Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Description	Vendor No	Warrant No
<b>GL Key: 685010 - SCOTT'S VALLEY FIRE PROT SVC</b>												
<b>Character: 50 - SALARIES AND EMPLOYEE BENEF</b>												
<b>Object: 51000 - REGULAR PAY-PERMANENT</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	51000	-136,366.18	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	51000	-136,198.62	PAYPERIOD 08PAYDATE 04212023		
Total 51000 - REGULAR PAY-PERMANENT												
<b>Object: 51005 - OVERTIME PAY-PERMANENT</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	51005	-17,811.58	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/06/2023	DU95516		Expenditures	685010	50	51005	3,006.99	4850 TD 2/10-2/22/23 Cahir	C99999	
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	51005	-9,634.65	PAYPERIOD 08PAYDATE 04212023		
Total 51005 - OVERTIME PAY-PERMANENT												
<b>Object: 51010 - REGULAR PAY-EXTRA HELP</b>												
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	51010	-1,685.63	PAYPERIOD 08PAYDATE 04212023		
Total 51010 - REGULAR PAY-EXTRA HELP												
<b>Object: 51035 - HOLIDAY PAY</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	51035	-11,314.30	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	51035	-11,296.13	PAYPERIOD 08PAYDATE 04212023		
Total 51035 - HOLIDAY PAY												
<b>Object: 51040 - DIFFERENTIAL PAY</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	51040	-7,710.71	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	51040	-7,710.71	PAYPERIOD 08PAYDATE 04212023		
Total 51040 - DIFFERENTIAL PAY												
<b>Object: 52010 - OASDI-SOCIAL SECURITY</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	52010	-2,992.73	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	52010	-3,241.94	PAYPERIOD 08PAYDATE 04212023		
Total 52010 - OASDI-SOCIAL SECURITY												
<b>Object: 52015 - PERS</b>												
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	52015	-26,193.31	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	52015	-25,665.99	PAYPERIOD 08PAYDATE 04212023		
Total 52015 - PERS												
<b>Object: 53010 - EMPLOYEE INSURANCE &amp; BENEFITS</b>												
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-1,358.24	BIDDLE, MIKE SVFD 4/2023	V105980	80053926
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-4,654.90	HEALTH CARE EMP SVFD Group 367	V108670	00428157
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-711.06	WHITTLE, RON SVFD 4/2023	V102822	80053933
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-364.73	PHINN, MIKE SVFD 4/2023	V103782	80053929
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-348.27	RONZANO, CHRIST SVFD 4/2023	V111324	80053930
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-655.44	LORRANCO, SAL SVFD 4/2023	V1105221	80053927
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-1,469.14	MCMURRY, MICHA SVFD 4/2023	V105430	80053928
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-849.00	THEILEN, LOTHAR SVFD 4/2023	V1117701	80053931
2023	10	4/03/2023	0423SVFD		Expenditures	685010	50	53010	-1,000.00	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/05/2023	PAYPERIOD 07		Expenditures	685010	50	53010	986.78	PAYPERIOD 07PAYDATE 04072023		
2023	10	4/10/2023	PAYPERIOD 07		Expenditures	685010	50	53010	-59,327.35	SV FIRE APR 2023		
2023	10	4/12/2023	APR23HLTH		Expenditures	685010	50	53010	275.55	D.Grebl Apr-Jun23 Dental	V116512	00015103
2023	10	4/12/2023	DU95659		Expenditures	685010	50	53010	137.94	S.Kovacs Apr-23 Dental	C99999	
2023	10	4/12/2023	DU95659		Expenditures	685010	50	53010	91.85	H.Bustichi Apr23Dental CK#4070	C99999	
2023	10	4/12/2023	DU95659		Expenditures	685010	50	53010	48.56	M.Pasquini Apr23Dental CK#1006	C99999	
2023	10	4/12/2023	DU95659		Expenditures	685010	50	53010	48.56	S.Dowmey Apr23 Dental CK#2354	C99999	
2023	10	4/12/2023	DU95659		Expenditures	685010	50	53010	-4,654.90	HEALTH CARE EMP SVFD Group 367	V108670	00429237
2023	10	4/14/2023	0523SVFD		Expenditures	685010	50	53010	-1,261.57	FDAC EBA SVFD	V33857	00429235
2023	10	4/14/2023	0523SVFD		Expenditures	685010	50	53010	-2,390.28	MCNEIL & COMPAN SVFD	V124152	00429041
2023	10	4/14/2023	14669203		Expenditures	685010	50	53010	986.78	PAYPERIOD 08PAYDATE 04212023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	53010	-1,000.00	PAYPERIOD 08PAYDATE 04212023		
2023	10	4/19/2023	PAYPERIOD 08		Expenditures	685010	50	53010	48.56	M.Masiano Apr23 Dental CK#188	C99999	
Total 53010 - EMPLOYEE INSURANCE & BENEFITS												

# Actual Transactions

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

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Description	Vendor No	Warrant No
<b>GL Key: 685010 - SCOTTS VALLEY FIRE PROT SVC</b>												
<b>Character: 50 - SALARIES AND EMPLOYEE BENEF</b>												
<b>Object: 53015 - UNEMPLOYMENT INSURANCE</b>												
2023	10		4/19/2023		PAYPERIOD 08	685010	50	53015	-26.97	PAYPERIOD 08PAYDATE 04212023		
Total 53015 - UNEMPLOYMENT INSURANCE												
<b>Object: 55021 - OTHER BENEFITS MISC</b>												
2023	10		4/05/2023		PAYPERIOD 07	685010	50	55021	-1,598.07	PAYPERIOD 07PAYDATE 04072023		
2023	10		4/19/2023		PAYPERIOD 08	685010	50	55021	-1,598.07	PAYPERIOD 08PAYDATE 04212023		
Total 55021 - OTHER BENEFITS MISC												
Total 50 - SALARIES AND EMPLOYEE BENEF												
<b>Character: 60 - SERVICES AND SUPPLIES</b>												
<b>Object: 61110 - CLOTHING &amp; PERSONAL SUPPLIES</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61110	-113.60	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 61110 - CLOTHING & PERSONAL SUPPLIES												
<b>Object: 61125 - UNIFORM REPLACEMENT</b>												
2023	10		4/07/2023		0181552	685010	60	61125	-3,937.69	ENTENMANN- ROVI SVFD	V125946	00428647
2023	10		4/25/2023		86291	685010	60	61125	-608.13	SUMMIT UNIFORMS SVFD	V107901	00429855
Total 61125 - UNIFORM REPLACEMENT												
<b>Object: 61221 - TELEPHONE-NON TELECOM 1099</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61221	-1,038.23	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 61221 - TELEPHONE-NON TELECOM 1099												
<b>Object: 61310 - FOOD</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61310	-39.30	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 61310 - FOOD												
<b>Object: 61425 - OTHER HOUSEHOLD EXP-SERVICES</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61425	-166.90	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023		0323SVFD	685010	60	61425	-105.23	SCARBOROUGH LUM SVFD Acct 1169	V1233	00428161
2023	10		4/14/2023		268721	685010	60	61425	-67.64	MID VALLEY SUPP SVFD	V481	00429238
2023	10		4/25/2023		269256	685010	60	61425	-84.38	MID VALLEY SUPP SVFD	V481	00429853
Total 61425 - OTHER HOUSEHOLD EXP-SERVICES												
<b>Object: 61720 - MAINT-MOBILE EQUIPMENT-SERV</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61720	-994.67	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023		0323SVFD	685010	60	61720	-38.71	SCARBOROUGH LUM SVFD Acct 1169	V1233	00428161
2023	10		4/03/2023		037641	685010	60	61720	-1,288.67	GOLDEN STATE EM SVFD PIE-0143	V129826	00428156
2023	10		4/07/2023		038152	685010	60	61720	-311.13	GOLDEN STATE EM SVFD PIE-0143	V129826	00428649
2023	10		4/07/2023		038641	685010	60	61720	-136.91	GOLDEN STATE EM SVFD PIE-0143	V129826	00428649
2023	10		4/07/2023		220129	685010	60	61720	-62.56	GOLDBERG, JASON SVFD	V40108	00428648
2023	10		4/14/2023		038691	685010	60	61720	-640.48	GOLDEN STATE EM SVFD PIE-0143	V129826	00429236
2023	10		4/14/2023		Z1-57066	685010	60	61720	-10,533.23	CUMMINS PACIFIC SVFD	V131904	00429234
Total 61720 - MAINT-MOBILE EQUIPMENT-SERV												
<b>Object: 61725 - MAINT-OFFICE EQUIPMENT-SERVICES</b>												
2023	10		4/03/2023		14722	685010	60	61725	-2,500.00	PAGODA TECHNOLO SVFD	V125184	00428159
2023	10		4/07/2023		14744	685010	60	61725	-1,861.00	PAGODA TECHNOLO SVFD	V125184	00428652
Total 61725 - MAINT-OFFICE EQUIPMENT-SERVICES												
<b>Object: 61730 - MAINT-OTH EQUIP-SERVICES</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61730	-52.24	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 61730 - MAINT-OTH EQUIP-SERVICES												
<b>Object: 61845 - MAINT-STRUCT/IMPS/GRDS-OTH-SRV</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61845	-389.63	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023		0323SVFD	685010	60	61845	-154.20	SCARBOROUGH LUM SVFD Acct 1169	V1233	00428161
2023	10		4/07/2023		176757	685010	60	61845	-2,451.00	BELLOWS PLUMBIN SVFD 112451	V128615	00428645
Total 61845 - MAINT-STRUCT/IMPS/GRDS-OTH-SRV												
<b>Object: 61920 - MEDICAL, DENTAL &amp; LAB SUPPLIES</b>												
2023	10		4/03/2023		0323SVFD	685010	60	61920	-854.20	U S BANK CORPDR SVFD 4246-0445	V992019	80053932

**Actual Transactions**

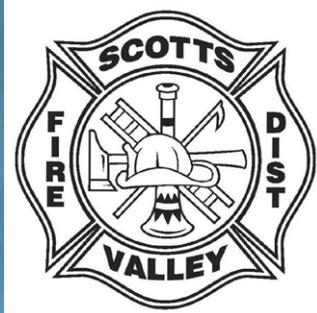
Transaction Type = Actual; Revenues/Expenditures = R/(E); Chart Fields = GL Key, Character, Object  
 Post On (@prior-month) and Revenues/Expenditures [X]Y and GL Key [685010, 685020, 685040]

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Description	Vendor No	Warrant No
<b>GL Key: 685010 – SCOTTS VALLEY FIRE PROT SVC</b>												
<b>Character: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 61920 – MEDICAL, DENTAL &amp; LAB SUPPLIES</b>												
2023	10		4/25/2023		Expenditures	685010	60	61920	-596.19	BOUND TREE MEDI SVFD	V12149	00429850
Total 61920 – MEDICAL, DENTAL & LAB SUPPLIES 84929954												
<b>Object: 62219 – PC SOFTWARE PURCHASES</b>												
2023	10		4/03/2023		Expenditures	685010	60	62219	-139.49	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 62219 – PC SOFTWARE PURCHASES 0323SVFD												
<b>Object: 62223 – SUPPLIES</b>												
2023	10		4/03/2023		Expenditures	685010	60	62223	-491.72	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
Total 62223 – SUPPLIES 0323SVFD												
<b>Object: 62301 – ACCOUNTING AND AUDITING FEES</b>												
2023	10		4/10/2023	JV14156	Expenditures	685010	60	62301	-44,760.00	2023 PROPERTY TAX ADMIN FEE		
Total 62301 – ACCOUNTING AND AUDITING FEES												
<b>Object: 62327 – DIRECTORS' FEES</b>												
2023	10		4/19/2023		Expenditures	685010	60	62327	-2,800.00	PAYPERIOD 08PAYDATE 04212023		
Total 62327 – DIRECTORS' FEES PAYPERIOD 08												
<b>Object: 62367 – MEDICAL SERVICES-OTHER</b>												
2023	10		4/25/2023	EM003037	Expenditures	685010	60	62367	-21.00	AGILE OCCUPANTO SVFD	V44838	00429849
2023	10		4/25/2023	EM003039	Expenditures	685010	60	62367	-1,103.00	AGILE OCCUPANTO SVFD	V44838	00429849
Total 62367 – MEDICAL SERVICES-OTHER -1,124.00												
<b>Object: 62381 – PROF &amp; SPECIAL SERV-OTHER</b>												
2023	10		4/03/2023	0323SVFD1	Expenditures	685010	60	62381	-9,333.34	PECKHAM & MCKEN SVFD	V34044	00428160
2023	10		4/03/2023	237525	Expenditures	685010	60	62381	-1,774.00	LIEBERT CASSIDY SVFD	V119863	00428158
2023	10		4/25/2023	238318	Expenditures	685010	60	62381	-586.00	LIEBERT CASSIDY SVFD	V119863	00429852
2023	10		4/25/2023	50252	Expenditures	685010	60	62381	-1,495.00	CSG CONSULTANTS SVFD	V121100	00429851
Total 62381 – PROF & SPECIAL SERV-OTHER -13,188.34												
<b>Object: 62715 – SMALL TOOLS &amp; INSTRUMENTS</b>												
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62715	-516.02	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023	0323SVFD8	Expenditures	685010	60	62715	-4.79	SCARBOROUGH LUM SVFD Acct 1169	V1233	00428161
2023	10		4/07/2023	688213	Expenditures	685010	60	62715	-2,066.77	L N CURTIS & SO SVFD Cust 3627	V115989	00428650
Total 62715 – SMALL TOOLS & INSTRUMENTS -2,587.58												
<b>Object: 62826 – EDUCATION AND/OR TRAINING</b>												
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62826	-315.73	PISCICOTTA, DARO SVFD	V43727	00428026
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62826	-250.97	STUBENDORFF, CH SVFD	V120493	00428027
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62826	-117.00	SUNDERMETER, AND SVFD	V126288	00428028
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62826	-166.88	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62826	-208.30	PATTERSON, RUSS SVFD	V43746	00428025
2023	10		4/07/2023	0423SVFD	Expenditures	685010	60	62826	-560.00	SMILEY, MATTHEW SVFD	V42108	00428466
2023	10		4/14/2023	0423SVFD	Expenditures	685010	60	62826	-287.73	COSNER, ADAM SVFD	V45396	00428979
2023	10		4/25/2023	0423SVFD	Expenditures	685010	60	62826	-30.00	GREEN, BRIAN SVFD	V36904	00429781
Total 62826 – EDUCATION AND/OR TRAINING -1,936.61												
<b>Object: 62888 – SPEC DIST EXP-SERVICES</b>												
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62888	-25.00	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62888	-326.00	CALIFORNIA DEFA SVFD	V36141	00428068
2023	10		4/03/2023	26790	Expenditures	685010	60	62888	-125.12	SPORTS DESIGN SVFD	V106392	00428162
2023	10		4/07/2023	MM1150573	Expenditures	685010	60	62888	-460.57	MAS MODERN MARK SVFD	V123867	00428651
Total 62888 – SPEC DIST EXP-SERVICES -936.69												
<b>Object: 62914 – EDUCATION &amp; TRAINING(REPT)</b>												
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62914	-5,547.71	U S BANK CORPDR SVFD 4246-0445	V992019	80053932
2023	10		4/03/2023	69193	Expenditures	685010	60	62914	-3,070.00	TARGET SOLUTION SVFD	V13176	00428163
Total 62914 – EDUCATION & TRAINING(REPT) -8,617.71												
<b>Object: 62920 – GAS, OIL, FUEL</b>												
2023	10		4/03/2023	0323SVFD	Expenditures	685010	60	62920	-495.80	U S BANK CORPDR SVFD 4246-0445	V992019	80053932

**Actual Transactions**

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

Fiscal Year	Fiscal Month	Post On	Document No	Doc Ref	Revenues/Expenditure	GL Key	Character	Object	Amount	Description	Vendor No	Warrant No
<b>GL Key: 685010 - SCOTT'S VALLEY FIRE PROT SVC</b>												
<b>Character: 60 - SERVICES AND SUPPLIES</b>												
<b>Object: 62920 - GAS, OIL, FUEL</b>												
2023	10		4/25/2023		Expenditures	685010	60	62920	-3,450.36	WESTERN STATES SVFD	V99738	00429856
Total 62920 - GAS, OIL, FUEL 838294												
<b>Object: 63070 - UTILITIES</b>												
2023	10		4/03/2023		Expenditures	685010	60	63070	-868.83	U S BANK CORP SVFD 4246-0445	V992019	80053932
2023	10		4/14/2023		Expenditures	685010	60	63070	-648.07	PACIFIC GAS AND SVFD	V129169	00429042
2023	10		4/14/2023		Expenditures	685010	60	63070	-192.31	CITY OF SCOTT'S SVFD	V102713	00429040
2023	10		4/14/2023		Expenditures	685010	60	63070	-113.90	CITY OF SCOTT'S SVFD	V102713	00429040
2023	10		4/14/2023		Expenditures	685010	60	63070	-484.76	PACIFIC GAS AND SVFD	V129169	00429042
2023	10		4/14/2023		Expenditures	685010	60	63070	-420.14	PACIFIC GAS AND SVFD	V129169	00429042
2023	10		4/14/2023		Expenditures	685010	60	63070	-338.85	PACIFIC GAS AND SVFD	V129169	00429042
Total 63070 - UTILITIES -112,621.08												
Total 60 - SERVICES AND SUPPLIES												
<b>Character: 90 - OTHER FINANCING USES</b>												
<b>Object: 90000 - OPERATING TRANSFERS OUT</b>												
2023	10		4/17/2023		Expenditures	685010	90	90000	-500,000.00	OP TRANSFER OUT- 22/23 FY		
Total 90000 - OPERATING TRANSFERS OUT -500,000.00												
Total 90 - OTHER FINANCING USES -1,088,079.98												
Total 685010 - SCOTT'S VALLEY FIRE PROT SVC												
<b>GL Key: 685030 - SCOTT'S VLY FIRE DIST -CAPITAL</b>												
<b>Character: 60 - SERVICES AND SUPPLIES</b>												
<b>Object: 61215 - RADIO</b>												
2023	10		4/03/2023		Expenditures	685030	60	61215	-229.60	U S BANK CORP SVFD 4246-0445	V992019	80053932
Total 61215 - RADIO -229.60												
<b>Object: 62301 - ACCOUNTING AND AUDITING FEES</b>												
2023	10		4/10/2023		Expenditures	685030	60	62301	-969.00	2023 PROPERTY TAX ADMIN FEE		
Total 62301 - ACCOUNTING AND AUDITING FEES -969.00												
Total 60 - SERVICES AND SUPPLIES -1,198.60												
Total 685030 - SCOTT'S VLY FIRE DIST -CAPITAL -1,198.60												
<b>GL Key: 685040 - SV FIRE DIST -REGIONAL HAZ RESP</b>												
<b>Character: 60 - SERVICES AND SUPPLIES</b>												
<b>Object: 61221 - TELEPHONE-NON TELECOM 1099</b>												
2023	10		4/03/2023		Expenditures	685040	60	61221	-76.02	U S BANK CORP SVFD 4246-0445	V992019	80053932
Total 61221 - TELEPHONE-NON TELECOM 1099 -76.02												
<b>Object: 61720 - MAINT-MOBILE EQUIP-SERVICES</b>												
2023	10		4/03/2023		Expenditures	685040	60	61720	-35.35	U S BANK CORP SVFD 4246-0445	V992019	80053932
2023	10		4/07/2023		Expenditures	685040	60	61720	-1,684.12	CENTRAL FIRE PR SVFD	V116886	00428646
Total 61720 - MAINT-MOBILE EQUIP-SERV -1,719.47												
<b>Object: 61730 - MAINT-OTH EQUIP-SERVICES</b>												
2023	10		4/03/2023		Expenditures	685040	60	61730	-203.79	U S BANK CORP SVFD 4246-0445	V992019	80053932
Total 61730 - MAINT-OTH EQUIP-SERVICES -203.79												
<b>Object: 62914 - EDUCATION &amp; TRAINING(REPT)</b>												
2023	10		4/29/2023		Expenditures	685040	60	62914	-4,042.00	RW JONES AND AS SVFD	V129231	00429854
Total 62914 - EDUCATION & TRAINING(REPT) -4,042.00												
<b>Object: 62920 - GAS, OIL, FUEL</b>												
2023	10		4/03/2023		Expenditures	685040	60	62920	-54.91	U S BANK CORP SVFD 4246-0445	V992019	80053932
Total 62920 - GAS, OIL, FUEL -54.91												
Total 60 - SERVICES AND SUPPLIES -6,096.19												
Total 685040 - SV FIRE DIST-REGIONAL HAZ RESP -1,095,374.77												



*Proposal for*  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
*for a* **NEW FIRE STATION FACILITY**

*Presented on March 1, 2023 to Scotts Valley Fire Protection District*



# SCOPE OF SERVICES

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 the placement of the station to allow for apparatus access, emergency backup generator and fuel tank, and secure fire fighter 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 fire fighter offices will be located on the ground floor and that the second story will house the fire fighter 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 through out 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 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.

## 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

## 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 1 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 1 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 Closeout**

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:

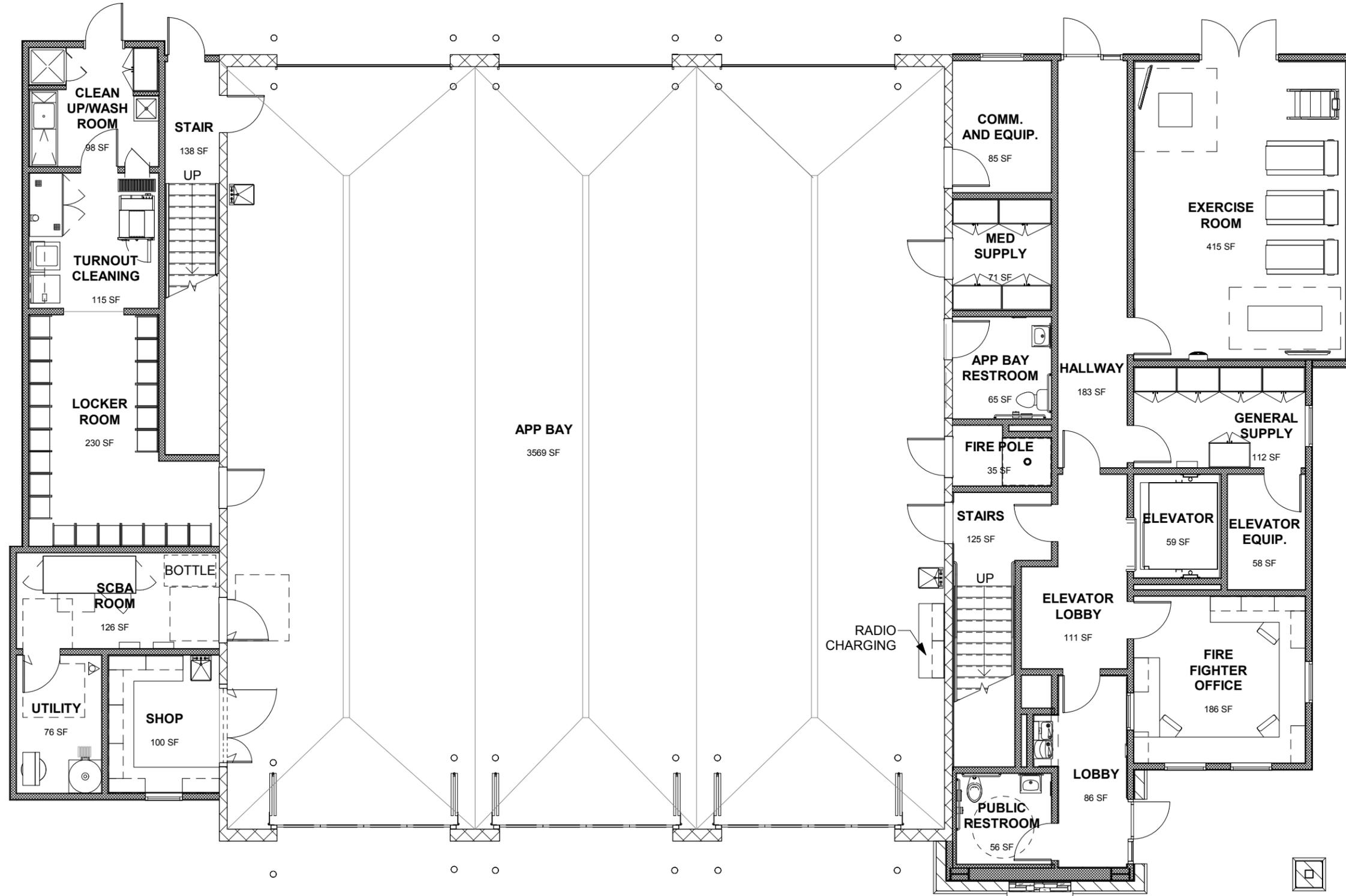
- *LEED Documentation*
- *Off-site utility work*
- *Analysis of and design of the existing off-site storm drainage facilities and conditions*
- *Analysis of off-site sewer, water, and storm drain utility capacities*
- *SWPPP construction monitoring, QSP services, or SWPPP updates during construction*
- *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

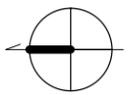
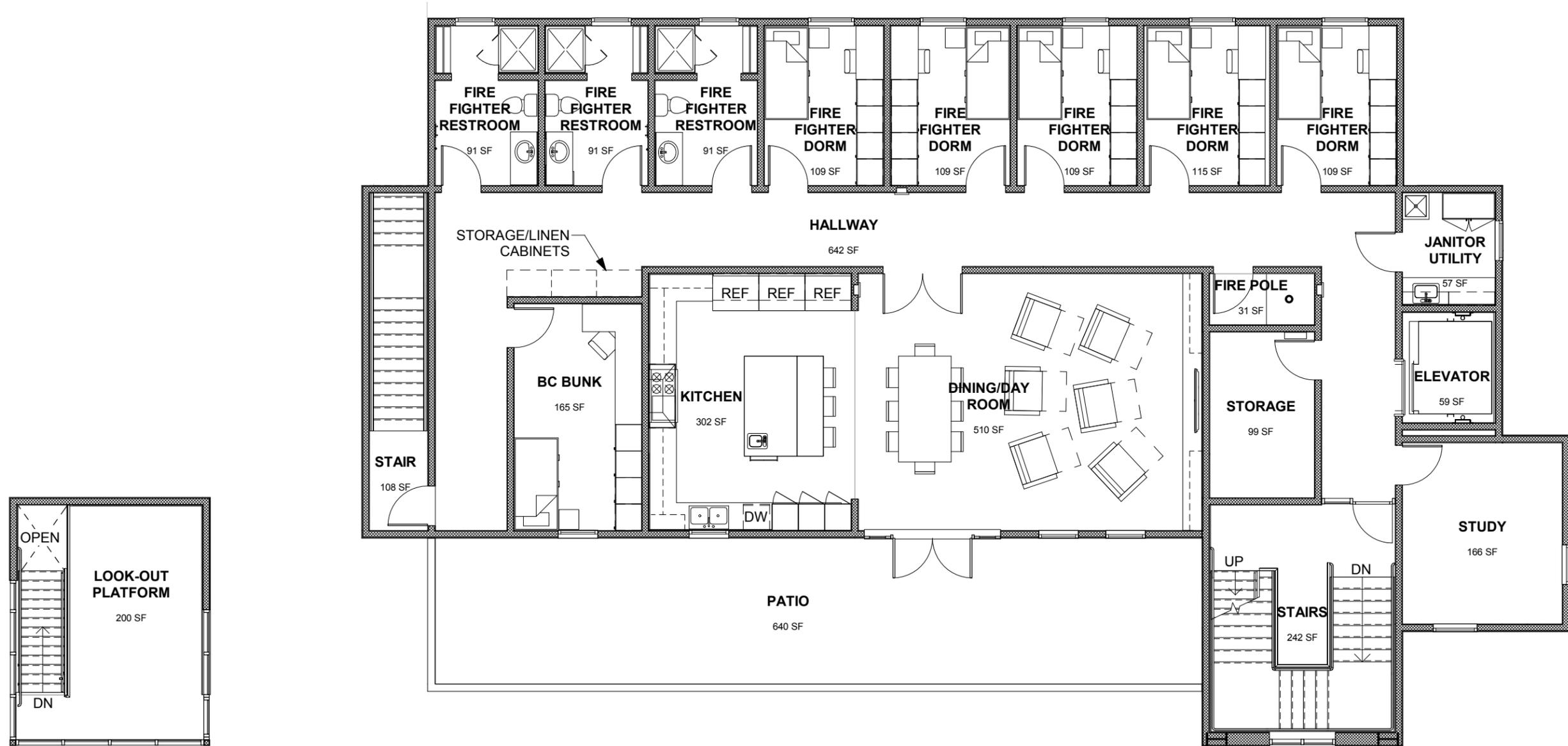


Riverside Fire Station #14

# CONCEPTUAL FLOOR PLAN - 1ST FLOOR



# CONCEPTUAL FLOOR PLAN - 2ND FLOOR



# CONCEPTUAL FRONT ELEVATION - TRADITIONAL OPTION

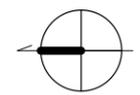
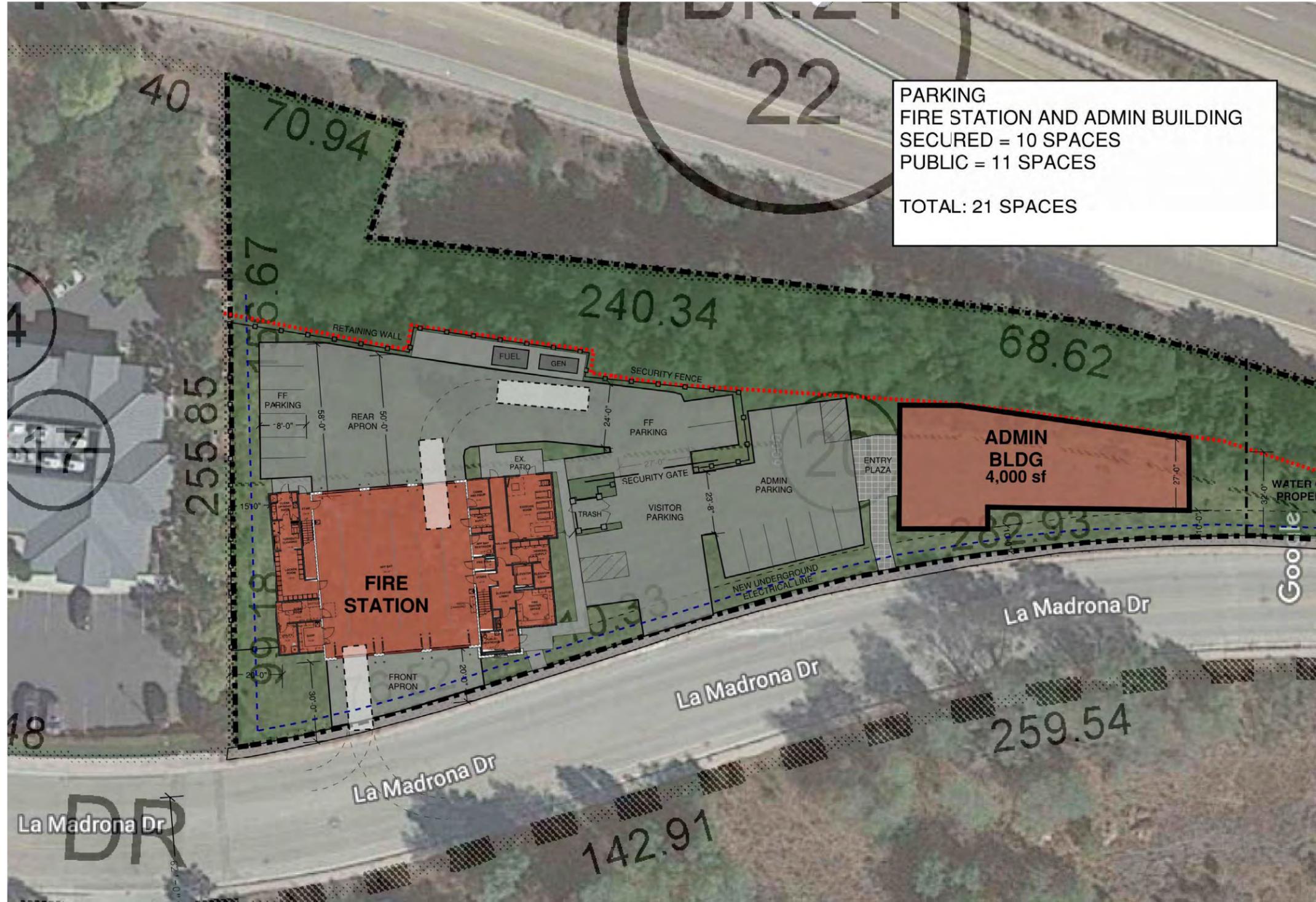


# CONCEPTUAL FRONT ELEVATION - MODERN OPTION



MODERN OPTION

SITE PLAN



RRM PROJECT  
*Modesto Fire Station*

4



**PROJECT SCHEDULE & COST**  
*Proposal for Architectural Services for a New Fire Station Facility*



# FEE SCHEDULE

## TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote )
<b>Task 1</b>	<b>Planning and Project Assessment</b>	
1.1	Fire Station Conceptual Layout	\$ COMPLETE
1.2	Schematic Design	\$ 96,812
	<b>Task 1 Subtotal</b>	<b>\$ 96,812</b>
<b>Task 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>Task 2 Subtotal</b>	<b>\$ 460,472</b>
<b>Task 3</b>	<b>Bidding Phase</b>	
3.1	Bidding	\$ 24,368
	<b>Task 3 Subtotal</b>	<b>\$ 24,398</b>
<b>Task 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>Task 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>Optional Tasks</b>	
S.1	Retaining Wall Design	\$ 9,860
S.2	Offsite Right of Way Improvements	\$ 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	Rock Column Pad	\$ 2,660
O.5	Alternate Foundation – Caissons and Grade Beams	\$ 15,860
	<b>Task O Subtotal:</b>	<b>\$ 97,663</b>
	<b>ESTIMATED PROJECT TOTAL:</b>	<b>\$956,778</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

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~~**1.5x** 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

**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. Reimbursable expenses shall be reviewed by Fire Department Personnel prior to approving payment.

**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 ninety (90) 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 after 90 days.

**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 and parties will meet and confer regarding the commencement date.

**TERMINATION OR SUSPENSION.** Either party may terminate or suspend this Agreement upon thirty (30) days written notice without cause. Additionally, if either party breaches or fails to perform any provision of this



Agreement and fails within fifteen (15) 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 \$1,000,000.00.

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 Santa Cruz, 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.

**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.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

**Ron Whittle**  
Fire Chief

Date: May 10, 2023

To: Board of Directors of Scotts Valley Fire Protection District

From: Chief Whittle

SUBJECT: Discussion/Action Regarding Appointing Bond Counsel and Municipal Advisor in Connection with the Legal and Financial Work Necessary to Conduct a Special Election And Subsequent Issuance of General Obligation Bonds for the Construction of the Proposed New Fire Station.

---

---

## RECOMMENDED ACTION

Adopt Resolution No. 2023-6 Appointing Bond Counsel and Municipal Advisor in connection with the issuance of general obligation bonds. Authorize the Fire Chief or President to execute the corresponding consulting agreements on behalf of the District.

## BACKGROUND

The law permits the Board to order an election on the question of whether bonds shall be issued to pay for needed District facilities if it determines that it is in the best interest of the firefighters and the community to do so. Moreover, safe, reliable, and functional facilities are essential components of any fire safety program for the firefighters in the program and the community at large.

As the Board is aware, the District's existing facilities at Erba Lane are inadequate to meet the current and future needs of the District. Moreover, MME Civil + Structural Engineering, an engineering consultant ("MME") recently prepared a seismic evaluation of the Erba Lane property and found the "building is vulnerable to seismic damage," and that if there are no improvements to this facility that "the life, safety, and economic risk [to the District] could be substantial."

As the Board has a responsibility to ensure that the District's facilities meet the needs of the firefighters and the community in the most cost-effective manner possible and that the Board has determined to proceed with a ballot measure that, if approved, would allow for the issuance and sale of a bond to fund new facilities to replace the Erba Lane facilities. The Board has determined that the new fire station will be located at 6000 La Madrona Drive.

At this point in the process, it is important that the District retain the services of a municipal advisor and bond counsel to assist the District in the development of the ballot measure and, should the measure be

Board of Directors

Joe Parker Russ Patterson Daron Pisciotta Kris Hurst Adam Cosner

approved, the subsequent bond issue and sale. The early retention of a municipal advisor and bond counsel is critical to the success of the potential bond issue. These consultants will assist staff with making recommendations to the Board regarding the actual sizing of the bond and commensurate tax rates in order to maximize the potential to achieve an effective result that is consistent with the goals and objectives of the District.

The principal of Weist Law LLP (“WeistLaw”), Cameron Weist, is also a principal of CalMuni. California Municipal Advisors LLS states in Exhibit C to their Contract:

“We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from Weist Law, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client’s needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.”

Consequently, staff is recommending that the Board adopt the subject resolution appointing The Weist Law Firm as Bond Counsel and California Municipal Advisors LLC as Municipal Advisors. Each firm has significant experience in providing the required services.

Once the measure has been approved by the voters, the consultants will work to prepare the development of the requisite transactional documentation, recommend a method for the sale of the bonds, and assist the rating agency in completing its analysis.

Please see the Scope of Services attached to their respective contracts for more details on the services to be provided by The Weist Law Firm and California Municipal Advisors LLC.

**ATTACHMENTS**

- A. Resolution No. 2023-6
- B. Consulting Agreements

**SCOTTS VALLEY FIRE PROTECTION DISTRICT**

**RESOLUTION 2023-6**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SCOTTS VALLEY FIRE PROTECTION DISTRICT APPOINTING  
BOND COUNSEL AND MUNICIPAL ADVISOR IN CONNECTION  
WITH THE LEGAL AND FINANCIAL WORK NECESSARY TO  
CONDUCT A SPECIAL ELECTION AND SUBSEQUENT ISSUANCE  
OF GENERAL OBLIGATION BONDS FOR THE PROPOSED  
CONSTRUCTION OF A NEW FIRE STATION AND APPROVING  
AGREEMENT IN CONNECTION THEREWITH**

**WHEREAS**, the Scotts Valley Fire Protection District (the “District”) is in the process of completing the due diligence steps associated with the potential placement of a ballot measure to authorize a general obligation bond issue to finance a new fire station (the “Project”); and

**WHEREAS**, it is important that the District retain the services of a municipal advisor (“Municipal Advisor”) and bond counsel (“Bond Counsel”) to assist the District in the development of the ballot measure and, should the measure be approved, the subsequent bond issue and sale; and

**WHEREAS**, once the measure has been approved by the voters, the Municipal Advisor and Bond Counsel will work with the District in the development of the transactional documents and to recommend a method for the sale of the bonds, and will assist the rating agency in completing its analysis; and

**WHEREAS**, California Government Code section 53060 allows the legislative body of any district to contract for special services and advice in financial and legal matters if such persons are specially trained and experienced and competent to perform the special services required.

**WHEREAS**, the Board, after due investigation and deliberation, has determined that The Weist Law Firm is specially trained and experienced to perform legal services as Bond Counsel and California Municipal Advisors LLC is specially trained and experienced to provide services as Municipal Advisor; and

**NOW, THEREFORE IT IS RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SCOTTS VALLEY FIRE PROTECTION DISTRICT THAT:**

Section 1. Recitals and Findings. The Board specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals above are true and correct to the best of the Directors’ knowledge.

Section 2. Authorized Representatives. The President and Fire Chief shall each be an “Authorized Representative” of the District for the purposes of negotiating and executing agreements for the services described in Section 3 on the District’s behalf and shall bring back such agreements to the Board for ratification. Each Authorized Representative is hereby respectively authorized in their discretion to take the necessary steps in coordination with each other, to effectuate the actions which the Board has approved in this Resolution.

Section 3. Professional Services. The Board hereby appoints (i) The Weist Law Firm as Bond Counsel in connection with the legal services described in the form of bond counsel services agreement (the “Bond Counsel Agreement”) on file with the Secretary, and (ii) California Municipal Advisors LLC as Municipal Advisor in connection with the financial consulting services described in the form of municipal advisor services agreement (the “Municipal Advisor Agreement”) on file with the Secretary. The Authorized Representatives are each authorized to execute the final form of Bond Counsel Agreement and Municipal Advisor Agreement on behalf of the Board.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, at a regular meeting held on May 10, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

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

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

## AGREEMENT FOR BOND COUNSEL SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of May, 2023, by and between the SCOTTS VALLEY FIRE PROTECTION DISTRICT (the “District”), whose address is 7 Erba Ln., Scotts Valley CA 95066, and THE WEIST LAW FIRM (the “Bond Counsel”), whose address is 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030.

### RECITALS:

**WHEREAS**, the District desires to retain Bond Counsel to provide necessary special legal services in connection with a general obligation bond tax initiative and to conduct the corresponding required special election and financing required to fund certain new fire station facilities, together with the incidental expenses in connection therewith (collectively, the “Project”); and

**WHEREAS**, the District desires to arrange for the procurement of financing (“Financing”) in the form of general obligation bonds or other similar financing obligations (the “Financing Obligations”), in order to provide cost effective financing for the Project; and

**WHEREAS**, Bond Counsel is specifically trained and experienced with the requirements of the Project and Financing proceedings necessary for accomplishing the issuance of the Financing Obligations, and represents that it is ready, willing and able to perform said work; and

**NOW, THEREFORE**, in consideration of the promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

### **Section 1. Scope of Services.**

**A. Bond Counsel Services Related to Pre-Election Services:** Bond Counsel shall provide the following Pre-Election legal services in connection with the initial consulting (the “Pre-Election Services”). Such services shall include the following:

1. Informing the District of the necessary actions required to accomplish the election, and coordinating with the election officials in Santa Cruz County (the “County”) to insure that the necessary legal requirements are satisfied.
2. Prepare, with the assistance of District staff, of the resolution and ordinance of the Board of Directors of the District (the “Board”) required to call and undertake the election.
3. Review and provide guidance as to the tax rate statement required to be included in the ballot pamphlet distributed to voters.
4. Explain the different aspects of bank funding and/or public issuance processes.
5. Review and assist with the ballot arguments to be prepared by or on behalf of the District.
6. Consult with the District and its staff, the County and its staff and the District’s municipal advisor concerning the election proceedings and campaign law requirements on behalf of the District.

7. Review and provide counsel regarding information campaign activities and documents proposed for use by the District to assist the District to achieve its objectives while complying with applicable law.

**B. Bond Counsel Services Related to the Issuance of Financing Obligations:** Following the successful bond election, Bond Counsel will provide the following post-election services as required in connection with the issuance of Financing Obligations in series from time to time:

1. Consult with representatives of the District, including the Board President, Fire Chief, District Counsel and other appropriate members of the District's staff (collectively, the "District Officers"), municipal advisors, potential lenders, underwriters and others, with respect to the timing, terms and legal structure of the proposed issuance of Financing Obligations.

2. Prepare all resolutions, ordinances, notices, affidavits, agreements, indentures, lease agreements, escrow agreements, fiscal agent agreements, and other legal documents customarily prepared by Bond Counsel, as required for the issuance of Financing Obligations (the "Principal Documents").

3. Review and provide counsel as to pertinent documentation prepared by District staff, consultants, municipal advisor or underwriter, including the purchase contract(s) to be derived therefrom, and the continuing disclosure undertaking or undertakings.

4. Review and provide counsel as to pertinent documentation with respect to any bond provisions, parity debt provisions and reserve fund policy provided or required in connection with the Financing Obligations, if any.

5. Review and evaluate the various financing structures that may be available to the District for the securing of the Financing Obligations. Our analysis will examine the range of capital borrowing methods available to the District.

6. Attend such meetings or hearings of the Board of Directors (the "Board"), finance committee and working group meetings or conference calls as the District may request, and as Bond Counsel deems prudent and necessary.

7. Assist in the preparation of the portions of the official statement for the sale of the Financing Obligations which relate to the terms of the Financing Obligations and the firm's legal opinion delivered with respect to the Financing Obligations.

8. Coordinate legal presentations to the rating agencies and/or credit enhancement providers. Bond Counsel will advise on the legal prudence of seeking a rating and/or bond insurance.

9. Prepare final closing papers to be executed by the District required to effect delivery of the Financing Obligations and coordination of the closing of the Financing Obligations.

10. Prepare and provide Bond Counsel's customary final legal opinion on the validity of the Financing Obligations and the exemption from California personal income tax of interest thereon.

11. Prepare and provide the Bond Counsel's legal opinion to the underwriter or purchaser of the Financing Obligations as to the applicability of the registration requirements of federal securities laws and a statement as to the fair and accurate nature of those portions of the Official Statement described in 7 above.

12. Prepare the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the Financing Obligations.

13. Prepare a complete transcript of the proceedings, containing originally signed copies of all resolutions, ordinances, legal agreements, disclosure statements, certificates and notices. Copies shall be provided to the District and each member of the financing team.

**C. Disclosure Counsel Services Related to the Issuance of Financing Obligations:** If, and only if, Financing Obligations are issued on a publicly offered basis, Bond Counsel shall provide the following legal services as the District's Disclosure Counsel in connection with the preparation of each corresponding Official Statement and related sales documents to be used in connection with such Financing Obligations. Such services shall include the following:

1. Consult with Officers of the District in order to perform the due diligence required to produce the Official Statement (both preliminary and final) for each public issuance of Financing Obligations.

2. Consult with underwriters, attorneys, municipal advisors, engineer's, title officers, trustees or fiscal or paying agents, feasibility consultants and all other professionals or participants in the issuance of each separate series of Financing Obligations ("Participant"), in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).

3. Review and provide counsel as to all agreements, certificates, resolutions, orders, notices, and affidavits produced in said proceedings and such other reports, documents and correspondence of legal nature as may be necessary in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).

4. Prepare or assist in the preparation of the bond purchase contracts relating to each corresponding issuance of Financing Obligations.

5. Prepare or assist in the preparation of each applicable continuing disclosure certificate to assist the underwriters in complying with the provisions of Securities and Exchange Commission Rule 15c2-12.

6. Provide an opinion indicating compliance with (i) Section 17(a) of the Securities Act of 1933, Section 10b-5 of the Securities Exchange Act of 1934, and (iii) Rule 15c2-12 of the Securities Exchange Act of 1934.

## **Section 2. Excluded Services.**

Services are limited to those specifically set forth above. Services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving any matter.

Bond Counsel's services also do not include legal services not specified above relating to the issuance of Financing Obligations, including but not limited to compliance with the California Environmental Quality Act, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, the Safe Drinking Water and Toxic Enforcement Act of 1986, the Hazardous Substance Account Act, the Hazardous Waste Control Act, or any determinations pertaining to completion and readiness for acceptance.

Bond Counsel's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property, including the acquisition of interests in real property, whether through gift, negotiation or the exercise of the power of eminent domain. Bond Counsel's services also do not include any responsibility for the negotiation or preparation of joint powers agreements with other agencies. Bond Counsel will not be responsible for the services performed or acts or omissions of any other Participant.

Also, Bond Counsel's services for a particular series of Financing Obligations will not extend past the date of issuance of such series of Financing Obligations and will not, for example, include services related to on-going administration, annexation, tax rebate compliance or continuing disclosure or otherwise related to such series of Financing Obligations.

Bond Counsel may be willing to perform such excluded services on such terms as might be mutually agreed to at the time of need. The performance by Bond Counsel of services excluded by the preceding paragraph, if required by the District, shall be under separate written agreement.

### **Section 3. Compensation.**

(a) Legal Fees for Pre-Election Services. For all work involved in the Pre-Election Services, Bond Counsel will be paid a flat fee of \$17,500 to be paid out of proceeds of the Financing Obligations.

(b) Legal Fees for Bond Counsel Services. For each series of Financing Obligations issued by the District, Bond Counsel shall be paid a fee of 0.65% of the par amount of bonds issued for the Bond Counsel Services covered in Section 1B. Payment of said amount shall be contingent upon the sale or placement of the Financing Obligations.

(c) Legal Fees for Disclosure Counsel Services. If, and only if, a series of Financing Obligations are issued on a publicly offered basis, for all such series of Financing Obligations issued by the District, Bond Counsel acting as Disclosure Counsel shall be paid a fee of 0.42% of the par amount of bonds issued for the Disclosure Counsel Services covered in Section 1C. Payment of said amount shall be contingent upon the sale of the Financing Obligations.

(d) Out-of-Pocket Expenses. In addition to the legal fees, Bond Counsel shall be reimbursed its normal and customary out-of-pocket expenses, including travel for out-of-office time not to exceed two hours (at the hourly rate of \$495) for each out of office visit; parking charges and bridge tolls as incurred, photocopies at forty-five cents per page; and postage and express delivery charges as incurred in connection with the services set forth above.

Bond Counsel does not charge for secretarial support services and internal computer time.

#### **Section 4. Termination of Agreement and Legal Services.**

This Agreement and all legal services to be rendered under it may be terminated by providing ten calendar days written notice by either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, the District will pay Bond Counsel for services performed in accordance with this Agreement up to the date of termination. In the event of termination by Bond Counsel, Bond Counsel shall complete any necessary and reasonable steps to avoid any negative impact on the District and to effectuate a transfer of the work the new counsel.

If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon the issuance of the final series of intended Financing Obligation in connection with the Bond Counsel and Disclosure Counsel Services Related to the Issuance of Financing Obligations. Upon termination, Bond Counsel shall have no future duty to the District of any kind to or with respect to such applicable terminated scope of work, except as provided in this Agreement.

#### **Section 5. Insurance and Indemnity.**

**Insurance.** Bond Counsel shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 million or more; (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 million for each occurrence and \$1 million aggregate, and (if requested by the District) naming the District as an additional insured; (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Errors and Omissions Insurance with a limit not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by Bond Counsel by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be evidenced by a certificate of insurance furnished at Bond Counsel's expense, with Insurance companies authorized to do business in California, with an agent for service of process in California and having an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by District. If Best's is no longer published, comparable ratings must be provided from a service acceptable to District. Such insurance policies shall have provisions providing that Insurance furnished thereunder shall be considered primary as to Bond Counsel's services with respect to any policies of insurance maintained by District. Said policy(ies) shall also contain provisions requiring that the coverage cannot be reduced or canceled without giving District thirty (30) calendar days prior written notice.

Bond Counsel shall furnish certificates of insurance evidencing the foregoing insurance coverage within fifteen (15) calendar days after being requested to do so by the District.

**Indemnity.** Bond Counsel shall indemnify and hold harmless the District, its Board, commissioners, officers, agents, employees and volunteers ("Released Parties") from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to injury to or death of any person, and damages to or destruction of property of any person ("Claims"), arising out of:

A. The acts, errors or omissions of Bond Counsel or its agents or employees, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the negligence or willful misconduct of the Released Parties; provided that if such Claims arise from the negligence of the Released Parties (other than its or their sole negligence), then Bond Counsel's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;

B. The violation of governmental laws or regulations, compliance with which is the responsibility of Bond Counsel.

Bond Counsel shall pay and satisfy any judgment, award, or decree that may be rendered against the Released Parties in any such suit, action, or other legal proceeding. Bond Counsel shall reimburse the Released Parties for any and all legal expenses and costs incurred by each of them in connection therewith.

Bond Counsel's obligation to indemnify shall not be limited to insurance proceeds, if any, received by the Released Parties.

#### **Section 6. Conflicts of Interest.**

Bond Counsel warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Bond Counsel maintains no agreement, employment, or position which would be in conflict with the duties to be performed for District under this Agreement. Bond Counsel further agrees that during the term of this Agreement, Bond Counsel will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement. Bond Counsel will not make or participate in making or in any way attempt to use Bond Counsel's position to influence a governmental decision in which Bond Counsel knows or has reason to know Bond Counsel has a direct or indirect financial interest other than the compensation promised by this Agreement. Bond Counsel will not have such interest during the term of this Agreement. Bond Counsel will immediately advise the District if Bond Counsel learns of such a financial interest of Bond Counsel's during the term of this Agreement. If Bond Counsel's participation in another District project would create an actual or potential conflict of interest, in the opinion of the District, the District may immediately terminate the Agreement.

#### **Section 7. Standards of Professional Conduct.**

Bond Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Bond Counsel represents that it is specially trained, experienced and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Bond Counsel certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

Bond Counsel certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. Bond Counsel is engaged by District for its unique qualifications and skills. Bond Counsel agrees that it will comply with all ethical duties, will maintain the integrity of the Bond Counsel-client relationship,

and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure; however, where it is contended by third parties, Bond Counsel's work product or attorney-client privileged communications are subject to disclosure, and District directs Bond Counsel to not disclose the records, District agrees to indemnify Bond Counsel from any cost or expense related to protecting said records from disclosure.

**Section 8. Independent Contractor.**

Bond Counsel and District understand and agree that Bond Counsel is an independent contractor and that the District shall not be liable for Workers' Compensation, retirement or unemployment benefits for Bond Counsel or Bond Counsel's agents, partners or employees.

**Section 9. No Guarantee of Outcome.**

District hereby acknowledges and agrees that this is a best effort undertaking, and that no guarantee of success or outcome has been, or can be, made by Bond Counsel.

**Section 10. Arbitration.**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Santa Cruz County. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this Section shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow California law.

**Section 11. Entire Agreement.**

This Agreement contains the entire understanding between Bond Counsel and District. All previous proposals, offers and communications relative to the Consulting and this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Bond Counsel and District. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors or assigns as may be permitted pursuant to the provisions of this Agreement.

**Section 12. Modification.**

Both District and Bond Counsel understand that it may be desirable or necessary during the execution of this Agreement for Bond Counsel or District to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with District and all changes and their cost shall be memorialized in a written amendment to this original Agreement prior to the performance of the additional work. Until a written change order is so executed, District shall not be responsible to pay any charges Bond Counsel may incur in performing such additional services, and correspondingly Bond Counsel shall not be required to perform any such additional services.

**Section 13. Severability.**

All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Therefore, if any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding and shall nevertheless continue in full force without being impaired or invalidated in any way.

**Section 14. Waiver.**

The waiver by either party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.

**Section 15. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

*[Signature Page to Follow on Next Page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers and representatives thereto duly authorized, all as of the day and year first above written.

**SCOTTS VALLEY FIRE  
PROTECTION DISTRICT**

**THE WEIST LAW FIRM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# AGREEMENT FOR CONSULTING SERVICES

---

**CALIFORNIA MUNICIPAL ADVISORS LLC**  
**AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** (the “Agreement”), made and entered into this \_\_\_th day of May 2023, by and between the Scotts Valley Fire Protection District, a political subdivision, organized and existing under the Constitution and laws of the State of California, with its principal place of business at 7 Erba Lane, Scotts Valley, CA 95066 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

WHEREAS, the District desires to retain CalMuni to provide financial advisory services in connection with the acquisition and construction of a new fire station facility, together with the incidental expenses in connection therewith (collectively, the “Project”); and

WHEREAS, the District desires to arrange for the issuance of certain financing obligations (the “Financing Obligations”), in order to provide cost effective financing for the Project; and

WHEREAS, CalMuni is specifically trained and experienced in the requirements of the Project and Financing proceedings for accomplishing the issuance of the Financing Obligations, and hereby represents that it is ready, willing and able to perform said work; and

NOW, THEREFORE, in consideration of the promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

**SECTION I. SCOPE OF SERVICES**

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). The Scope of Services details current, ongoing and additional services of CalMuni. Any material changes or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement, signed by both parties. As feasible, additional or changed serviced will be agreed to in advance between the District and CalMuni.

B. The District shall not be responsible for payment of any Service unless mutually agreed upon and authorized by the District. CalMuni shall not be responsible for any performance of Services until mutually agreed upon and authorized by the District.

C. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

D. The District shall cooperate in good faith with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District's attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party. If any information provided to CalMuni by the District is confidential or privileged, CalMuni shall take all reasonable and necessary precautions to protect the confidential or privileged information and maintain its protected status.

E. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for providing the Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

F. CalMuni shall, at CalMuni's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

G. Upon the District's request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni's performance of the Services.

## **SECTION II. WORK SCHEDULE**

The Services described in Section A-I of Exhibit A are to commence as soon as practicable after the execution of this Agreement. The balance of Services described in Exhibit A shall commence only upon the District's written direction.

## **SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption"). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni's prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its District's of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni's Disclosure Statement delivered to the District together with this Agreement as Exhibit C.

C. Fiduciary Duty of Care. CalMuni has a legal fiduciary duty of care to:

1. Exercise due care in performing its municipal advisory activities;
2. Possess the degree of knowledge and expertise needed to provide the District with informed advice;
3. Make a reasonable inquiry as to the facts that are relevant to District's determination as to whether to proceed with a course of action or that form the basis for any advice provided to District; and
4. Undertake a reasonable investigation to determine that CalMuni is not forming any recommendation on materially inaccurate or incomplete information;
5. CalMuni must have a reasonable basis for:
  - i. any advice provided to or on behalf of District;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District securities; and
  - iii. any information provided to the District or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

D. Fiduciary Duty of Loyalty. CalMuni has a legal fiduciary duty of loyalty to deal honestly and with the utmost good faith with District and act in District's best interests without regard to the financial or other interests of CalMuni. CalMuni will eliminate or provide full and fair disclosure (included herein) to District about each material conflict of interest (as applicable). CalMuni will not engage in municipal advisory activities with District as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in District's best interests.

## **SECTION IV. COMPENSATION**

A. For the Services provided under this Agreement, CalMuni's professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of

Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within thirty (30) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days' notice for a period of two (2) years from the date of final payment under this Agreement.

## **SECTION V. TERM AND TERMINATION**

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

<b>Exhibit</b>	<b>Termination Date</b>
A-I – Financial Planning Services	December 31, 2024
A-II – Issuance of Financing Obligations	December 31, 2029
A-III – MSRB Continuing Disclosure Compliance	Per Bond Issuance
A-IV – Monitor for Refunding Opportunities	Life of Issuance
A-V – Ongoing Bond Program Management	December 31, 2029

B. The District may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, by written notice to CalMuni, for such period as it deems necessary in the District's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated. The District will have the right to recover any funds related with the untimely or incomplete work and may exercise any or all other legal rights related to CalMuni's neglect or failure to perform.

D. If CalMuni fails to cure any default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of

Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services, in whole or part, may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

## **SECTION VI. ASSIGNMENT**

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

## **SECTION VII. CONFIDENTIALITY**

A. All information, data, reports, and records (“Data”) in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the District and waives and relinquishes all claims to copyright or intellectual property rights in favor of the District. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files provided to the District will be compatible with the District’s current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District’s sole risk. Any and all liability arising out of changes made by the District to CalMuni’s deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni’s written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the District will provide to CalMuni written direction to

do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data. Except that if CalMuni has any concerns regarding the Data, it will inform the District promptly and obtain additional direction before proceeding with any advice or guidance based on the Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District's other clients, or to any other third party, without the District's prior express written consent.

## SECTION VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

*Scotts Valley Fire Protection District*

7 Erba Lane  
Scotts Valley, CA 95066  
Attention: Fire Chief

*California Municipal Advisors LLC*

20 South Santa Cruz Avenue, Suite 300  
Los Gatos, CA 95030  
Attention: Andrew Flynn

## SECTION IX. INSURANCE AND INDEMNITY

**Insurance.** CalMuni shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 million or more; (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 million for each occurrence and \$1 million aggregate, and (if requested by the District) naming the District as an additional insured; (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Errors and Omissions Insurance with a limit not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by CalMuni by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be evidenced by a certificate of insurance furnished at CalMuni's expense, with Insurance companies authorized to do business in

California, with an agent for service of process in California and having an “A-” policyholder’s rating and a financial rating of at least Class VII in accordance with the most recent Best’s Insurance Guide, or as otherwise approved by District. If Best’s is no longer published, comparable ratings must be provided from a service acceptable to District. Such insurance policies shall have provisions providing that Insurance furnished thereunder shall be considered primary as to CalMuni’s services with respect to any policies of insurance maintained by District. Said policy(ies) shall also contain provisions requiring that the coverage cannot be reduced or canceled without giving District thirty (30) calendar days prior written notice.

CalMuni shall furnish certificates of insurance evidencing the foregoing insurance coverage within fifteen (15) calendar days after being requested to do so by the District.

**Indemnity.** CalMuni shall indemnify and hold harmless the District, its Board, commissioners, officers, agents, employees and volunteers (“Released Parties”) from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to injury to or death of any person, and damages to or destruction of property of any person (“Claims”), arising out of:

A. The acts, errors or omissions of CalMuni or its agents or employees, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the negligence or willful misconduct of the Released Parties; provided that if such Claims arise from the negligence of the Released Parties (other than its or their sole negligence), then CalMuni’s obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;

B. The violation of governmental laws or regulations, compliance with which is the responsibility of CalMuni.

CalMuni shall pay and satisfy any judgment, award, or decree that may be rendered against the Released Parties in any such suit, action, or other legal proceeding. CalMuni shall reimburse the Released Parties for any and all legal expenses and costs incurred by each of them in connection therewith.

CalMuni’s obligation to indemnify shall not be limited to insurance proceeds, if any, received by the Released Parties.

## **SECTION XI. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

## **SECTION XI. DISPUTE RESOLUTION**

A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Santa Cruz.

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

## **SECTION XII. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

## **SECTION XIII. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between the District and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

## **SECTION XIV. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of

which shall be an original and all of which when taken together shall constitute one and the same document.

*[Signature Page to Follow on Next Page]*

IN WITNESS THEREOF, the District and CalMuni have executed this Agreement as of the day and year herein above written.

**SCOTTS VALLEY FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_

Name:

Title:

**CALIFORNIA MUNICIPAL ADVISORS LLC**

By: \_\_\_\_\_

Name: Andrew Flynn

Title: Managing Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A-I. Financial Planning Services.**

Cal Muni financial planning services shall include:

- Review District project list and assist District in preparing a capital and financing plan.
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds.
- Create a timeline;
- Coordinate with bond counsel, District, and County or other entities as necessary.
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program.
- Provide information at public meetings.
- Assist bond counsel in the preparation of a bond resolution including preparing ballot language and detailed bond project list.
- Prepare tax rate statement and estimates of tax rates for bond program.
- If needed, prepare ballot arguments and rebuttals.
- Assist District, as needed, to assemble bond finance team members including an underwriter and trustee; negotiate fees for same as needed.

**A-II. Issuance of Financing Obligations.**

Should the election be successful, CalMuni will provide the following debt issuance advisory services:

- *Initial Determination*: Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale.
- *Financing Schedule*. Manage the financing process and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing is completed in a timely manner.

- *Method of Sale, Timing, Sizing and Structure of Financing Obligations.* Assist the District in determining method of sale (private placement vs. public offering), timing, sizing, and structure.
  - a. *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
  - b. *Assist in the Preparation of Lender Request for Proposals.* If private placement is determined the best method of sale, assist the District (and any placement agent) with the preparation and distribution of Request for Proposals to banks and assist the District with analysis the responses of the responding banks.
  - c. *Timing of Issuances.* Advise as to the timing for each series of Financing Obligations to be sold based upon the District’s historical and projected revenues and expenses, market interest rate environment, and other factors.
  - d. *Sizing of Issues.* Advise as to the sizing of the Debt Obligations to be sold based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the financing program, and other matters.
  - e. *Structure of Financing Obligations.* Advise as to the repayment structure of the Financing Obligations to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
- *Rating Agency Preparation.* Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Evaluation of Credit Enhance Opportunities.* Evaluate potential cost effectiveness of credit enhancement options.
- *Lender/Underwriter Due Diligence Assistance.* Assist the District in providing due diligence information requested by lenders/underwriters, as applicable.
- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation prior to their approval.
- *Review of Debt Policy.* Review and provide any necessary updates to the District’s debt policy to ensure compliance with SB 1029 prior to issuance.
- *Board Presentations.* Assist District in presenting all related financing matters to the Board of Directors, as requested.
- *Pricing Strategy.* CalMuni will assist the District throughout the sales negotiation process with the Underwriter / Placement Agent.

- a. Advise the District on the propriety of the Underwriter’s or Placement Agent’s proposed pricing and compensation relative to the current market conditions;
  - b. Negotiate to provide the lowest available rates and costs to the District;
  - c. Provide the District with a pricing analysis of proposed financing alternatives; and
  - d. Provide quantitative schedules showing the results of the final pricing.
- *Closing Documentation.* Review closing documents (including tax opinion, arbitrage certificate, and continuing disclosure certificate) and otherwise assist in the closing of the transaction.

### **A-III. MSRB Continuing Disclosure Compliance (Rule 15c2-12)**

At the express written request of the District, for publicly offer bond transactions in which the District engages CalMuni to do the Continuing Disclosure Compliance Reporting, CalMuni will work closely with the District to provide and file the required annual continuing disclosure reports (“Annual Reports”) that must be filed on the Electronic Municipal Market Access (“EMMA”) system. Each obligation has distinct disclosure requirements. The primary reporting requirements generally include the filing of:

- Audited financial statements
- Other financial information and operating data
- Other material information
- Notices of Significant Events

CalMuni services will include the following:

- Prepare Annual Reports
- Supervise and direct the District on issues related to its disclosure obligations
- Notify the District of pending due dates
- Assist in the tracking of rating changes and other Significant Events
- Prepare Significant Events notices, as necessary
- Post Annual Reports, notices, and other required documentation to EMMA

### **A-IV. Monitor for Refunding Opportunities**

Monitor interest rate environment and analyze opportunities to refund outstanding Financing Obligations (the “Refunding Obligations”). Refunding opportunities shall be evaluated based on projected savings and within the context of the overall bond program.

## **A-V. Ongoing Bond Program Management**

Provide ongoing support for the District's bond program as mutually agreed upon between the District and CaMuni including, but not limited to, expenditure of Financing Obligation proceeds, the levy and collection of taxes, and the repayment of Financing Obligations.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**B-I. Financial Planning Services**

For the Services described in Section A-I (Financial Planning Services) of Exhibit A, CalMuni will be paid a fee of \$21,700.

**B-II. Issuance of Debt Obligations.**

For the Services described in Section A-II (Issuance of Financing Obligations) of Exhibit A, if the District elects to issue Financing Obligations, CalMuni will be compensated on a contingent basis (i.e., only if Financing Obligations successfully issued) a flat fee of \$45,000 for private placements or \$65,000 for public offerings, plus reasonably incurred out of pocket expenses at their actual cost for travel at the IRS mileage rate, conference calls, printing, overnight courier, and data services (hereafter “Reimbursable Expenses”) not to exceed an aggregate of \$2,750. All fees and expenses associated with the issuance of Financing Obligations shall be paid from the proceeds of such Financing Obligations.

**B-III. MSRB Continuing Disclosure Compliance (Rule 15c2-12).**

For the Services described in Section A-III (MSRB Continuing Disclosure Compliance) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$2,250 per Annual Report, plus Reimbursable Expenses not to exceed \$500. The invoice for these services will be submitted upon completion and submission of the reports to the MSRB.

**B-IV. Monitor for Refunding Opportunities.**

For the Services described in Section A-IV (Monitor for Refunding Opportunities) of Exhibit A, CalMuni will be compensated on a contingent basis (i.e., only if Refunding Obligations successfully issued) at the levels set forth in B-II above. All fees and expenses associated with the issuance of Refunding Obligations shall be paid from the proceeds of such Refunding Obligations.

**B-V. Ongoing Bond Program Management.**

For the Services described in Section A-IV (Ongoing Bond Program Management) of Exhibit A, CalMuni will be compensated on an hourly basis at \$310 per hour, plus Reimbursable Expenses. The invoice for these services will be submitted no more frequently than monthly. Hourly fees are subject to an annual inflationary adjustment to not exceed 3% in a year, but must be preapproved by District in advance.

## EXHIBIT C

### DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

#### I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

#### *How We Identify and Manage Conflicts of Interest*

**Code of Ethics.** CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

**Policies and Procedures.** CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

**Supervisory Structure.** CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
  2. any payment made to obtain or retain a municipal advisory engagement with a client;
  3. any fee-splitting arrangement with any provider of an investment or services to a client;
  4. any conflict that may arise from the type of compensation arrangement we may have with a client;
- and

5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### *Disclosure of Conflicts Concerning the Firm's Affiliates*

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### *Disclosure of Conflicts Related to the Firm's Compensation*

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

### *Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients*

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

### *Disclosure Related to Legal and Disciplinary Events*

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

### **III. Specific Conflicts of Interest Disclosures – Client**

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Date: May 10, 2023  
To: Board of Directors  
From: Ron Whittle, Fire Chief  
Subject: 2023/2024 Preliminary Budgets

---

## **Recommendation**

1. Adopt the 2023/2024 Preliminary Budgets as presented:

685010	General Fund:	\$ 12,599,481
685030	Capital Outlay/Zone A:	\$ 2,434,957
685040	SCHMIT:	\$ 487,195
2. Set a public hearing for adoption of the final budgets for August 9, 2023, Regular Board Meeting.
3. Direct staff to publish a notice for the public hearing and make the budgets available for public review.

## **Background**

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

## **General Fund**

### **Revenue**

The estimated Fund Balance beginning this fiscal year is \$ 3,136,477

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

Revenue from Plan Check and Inspection Fees for FY 2023/2024 are estimated at \$50,000, while the estimated expenditures for contract plan check and inspection services are \$6,000.

Revenue from the SCHMIT administrative contract is \$6,000.

### **Expenditures**

The Salaries and Benefits budget includes the Regular Salary increase of 3% effective July 1, 2023. The Overtime account includes \$475,000 for out-of-county strike team response. The amounts budgeted reflect the trend over the last few years. All strike team expenses are reimbursed according the California Fire Assistance Agreement. All allocated positions are funded.

The CalPERS Safety Retirement Plan is 24.15% of payroll, which is up slightly from the 2022/2023 fiscal year amount of 21.84%. The Unfunded Accrued Liability's (UAL) annual lump sum

prepayment option for the Safety Plan is \$988,365, which is down from the 2022/2023 payment of \$1,011,158.

The CalPERS Miscellaneous Plan is 12.47% of payroll which is up from the 2022/2023 fiscal year amount of 10.87%. The UAL's annual lump sum prepayment option for the Miscellaneous Plan is \$21,941 which is down from the 2022/2023 payment of \$23,956.

The employer rate for new CalPERS safety employees hired after January 1, 2013, is 13.54% of payroll, up slightly from the 2022/2023 rate of 12.78%. There is no UAL payment for PEPRA Safety employees due this fiscal year. The Non-Safety employee rate is 7.68% of payroll, up from the 2022/2023 rate of 7.47%. There is no UAL payment for PEPRA Non-Safety employees due this fiscal year.

This represents a budgeted amount of \$1,826,480 payable to CalPERS, which represents a \$54,498 increase over 2022/2023 budget.

Health insurance is budgeted for an estimated 10% increase effective January 1, 2024. Retiree health insurance is budgeted at \$100,298, an increase of \$11,242 over last year.

Workers compensation insurance is estimated at \$506,784, an increase of 34% over last fiscal year.

The Services and Supplies budget is \$865,157, which is a decrease of \$16,522 over 2022/2023.

The Contributions to Other Agencies is for the District's share of the LAFCO budget which is estimated at \$9,000, as well as \$155,000 contributions to the OPEB Trust and \$150,000 for Pension Prefunding Trust.

A \$1,000,000 transfer to Capital Outlay/Zone A is budgeted, and \$250,000 for Contingencies.

General Reserves for 2023/2024 are set at \$1,450,674 in accordance with District Policy 1608.

### **Capital Outlay/Zone A**

The beginning fund balance is estimated at \$1,284,634. A 4% increase in property tax revenue is estimated for this fiscal year.

Revenue consists of Zone A Tax collection of \$140,349, \$1,000,000 transfer-in from the General Fund and \$5,000 in interest, for a total budget of \$2,434,957.

Besides auditing and accounting costs, \$581,652 is budgeted for the architect contract for the La Madrona Fire station and an additional \$50,000 has been budgeted for permits and fees. Election costs of \$87,000 is set aside for the November bond election. We have also designated \$1,000,000 for the construction of the La Madrona Station. Equipment purchases include two (2) new LifePak 15 monitor / defibrillators that we are purchasing as part of a countywide purchase through AMR, and turnout dryers for the Glenwood Station. General Reserves of \$350,407 for future projects and \$200,000 for contingencies.

### **SCHMIT**

The beginning fund balance for the Santa Cruz Hazardous Materials Interagency Team is estimated at \$225,000. An average Revenue increase of 20% has been applied.

Services and Supplies are to support the operating costs of the team in the amount of \$88,024 which includes a \$6,000 charge for management of the program. Personnel costs include \$20,000 for reimbursement to response agencies in the event of an activation, and \$240,000 for differential costs for the response agencies.

# Scotts Valley Fire Protection District

General Fund (685010)  
2023/2024 Preliminary Budget

## Revenue Summary

Account #	Revenue Description	Revenue Amount
40100	Prop Tax-Current Secured	\$ 8,553,013
40110	Prop Tax-Current Unsecured	\$ 171,791
40150	Supplemental Prop Tax-Current Secured	\$ 98,984
40151	Supplemental Prop Tax-Current Unsecured	\$ 2,000
40160	Supplemental Prop Tax-Prior Sec, Supplemental	\$ 3,000
40330	Licenses and Permits	\$ 50,000
40430	Interest	\$ 3,000
40440	Rents and Leases	\$ 1,200
40830	St-Homeowners' Property Tax Relief	\$ 40,516
40894	ST-Aid Others	\$ 475,000
41617	ALS Response Contract - Net QA Costs	\$ -
42010	SCHMIT Administrative Services	\$ 6,000
42022	Cost Recovery, Other	\$ -
42047	Other Charges	\$ -
42055	SCHMIT Reimbursement	\$ 56,000
42384	Other Revenue	\$ 2,500
42462	Transfer In From Capital Outlay/Zone A	\$ -
<b>Total Revenue</b>		<b>\$ 9,463,004</b>
Beginning Fund Balance		\$ 3,136,477
<b>Total General Fund Revenue</b>		<b>\$ 12,599,481</b>

## Expenditure Summary

Account #	Expense Category	Expense Amount
50000	Salaries & Benefits	\$ 8,711,650
60000	Services & Supplies	\$ 873,157
75000	Other Charges	\$ 314,000
<b>Total Expenditures</b>		<b>\$ 9,898,807</b>
Operating Transfer Out		\$ 1,000,000
Contingencies		\$ 250,000
Reserves - Undesignated		\$ 1,450,674
<b>Total General Fund Budget</b>		<b>\$ 12,599,481</b>

### Notes:

Schedule of Revenue: 50% in December, 45% in April and 5% in June  
 Account 40100 reflects a 4% increase as per Santa Cruz County Auditor's Office.  
 Other Charges - Contributions to Trust accounts and LAFCO charges.  
 Account 40330 - Revenue from Permits, Plan Checks and Inspections  
 Account 40440 - Revenue from the Lease of the Marywood Property  
 Account 40894 - Revenue from Statewide Strike Teams, Overhead Assignments  
 Account 42010 - Revenue of \$6000 for SCHMIT Administration  
 Account 42055 - Reimbursement for Personnel - Haz Mat Stipends and Training  
 Account 42384 - Revenue from CPR Classes, Donations, and Misc. Revenue  
 Estimated Fund Balance as of June 30, 2023  
 Reserves = Balance as per Policy 1608 - Reserve Guidelines.

**Scotts Valley Fire Protection District**  
**General Fund (685010)**  
**2023/2024 Preliminary Budget**

Expenditure Accounts		
Account #	Category	Amount
<b>Salaries and Benefits</b>		
51000	Regular Pay, Perm.	\$ 3,769,704
51005	Overtime Pay	\$ 906,032
51010	Regular Pay, Extra help	\$ 56,500
51035	Holiday Pay	\$ 308,568
51040	Differential Pay	\$ 205,992
52010	Medicare Tax	\$ 82,250
52015	PERS	\$ 1,826,480
53010	Employee Group Insurance	\$ 942,111
53015	Unemployment Insurance	\$ 7,785
54010	Workers' Compensation Ins	\$ 506,784
55020	Sick Leave Reserve	\$ 18,944
55021	Other Benefits Miscellaneous: Vacation Payoff	\$ 80,500
<b>Total Salaries and Benefits</b>		<b>\$ 8,711,650</b>
<b>Services and Supplies</b>		
61110	Clothing and Personal Supplies	\$ 20,350
61125	Uniforms	\$ 25,650
61215	Radio Services and Communications	\$ 78,145
61221	Telephone and Telegraph	\$ 14,900
61310	Food	\$ 7,500
61425	Household Expense	\$ 7,500
61535	Insurance	\$ 67,308
61720	Maintenance Mobile Equipment	\$ 125,000
61725	Maintenance Office Equipment	\$ 27,712
61730	Maintenance Other Equipment	\$ 32,150
61845	Maintenance Structure & Grounds	\$ 36,400
61920	Medical Supplies	\$ 11,300
62020	Memberships	\$ 5,736
62111	Miscellaneous Expense	\$ 1,500
62219	Computer Software	\$ 20,772
62223	Office Expense	\$ 12,600
62301	Accounting & Auditing Fees	\$ 77,600
62327	Directors Fees	\$ 9,500
62358	Laundry Service	\$ 1,250
62367	Medical Services	\$ 25,800
62381	Professional/Special Services	\$ 61,500
62420	Publications and Legal Notices	\$ 2,000
62500	Rents and Leases, Equipment	\$ 1,000
62715	Small Tools and Instruments	\$ 25,659
62826	Education Reimbursement	\$ 22,500
62888	Special District Expense	\$ 9,400
62890	Subscriptions	\$ 2,675
62914	Education & Training	\$ 25,100
62920	Gas, Oil and Fuel	\$ 56,350
62930	Conference Tuition - Registrations	\$ 20,100
63070	Utilities	\$ 38,200
<b>Total Services &amp; Supplies</b>		<b>\$ 873,157</b>
<b>Other Charges</b>		
75233	Contributions to Trust/Agency Fund	305,000
75231	Contributions to Other Government Agencies	9,000
<b>Total Other Charges</b>		<b>314,000</b>
<b>Operating Transfers Out</b>		
90000	Transfer To Capital Outlay/Zone A (685030)	1,000,000
<b>Total Operating Transfer Out</b>		<b>1,000,000</b>
<b>Appropriation for Contingencies</b>		
98700	Contingencies	250,000
<b>Total Contingencies</b>		<b>250,000</b>
<b>General Reserves</b>		
98965	Undesignated Fund Balance	1,450,674
<b>Total Reserves</b>		<b>1,450,674</b>
<b>TOTAL EXPENDITURES</b>		<b>12,599,481</b>

# Scotts Valley Fire Protection District

## Capital Outlay - Zone A (685030)

Preliminary 2023/2024 Budget

### Revenue Summary

Account #	Revenue Description	Revenue Amount
40100	Prop Tax-Current Secured	\$ 140,349
40110	Prop Tax-Current Unsecured	\$ 2,786
40150	Supplemental Prop Tax-Current Secured	\$ 1,500
40151	Supplemental Prop Tax-Current Unsecured	\$ -
40430	Interest	\$ 5,000
40830	St-Homeowners' Property Tax Relief	\$ 688
42462	Transfer In From General Fund	\$ 1,000,000
Total Revenue		\$ 1,150,323
Fund Balance Capital Outlay/Zone A		\$ 1,284,634
Total Capital Outlay/Zone A Revenue		\$ 2,434,957

### Expenditure Summary

Account #	Expense Category	Expense Amount
60000	Services and Supplies	\$ 816,652
86000	Fixed Assets	\$ 1,067,500
Total Expenditures		\$ 1,884,152
Operating Transfer Out		\$ -
Contingencies		\$ 200,000
General Reserves		\$ 350,805
Total Capital Outlay / Zone A Budget		\$ 2,434,957

# Scotts Valley Fire Protection District

## Capital Outlay - Zone A (685030)

Preliminary 2023/2024 Budget

### Expenditure Accounts

Account #	Category	Amount
<b>Services and Supplies</b>		
61110	Clothing & Personal Supplies	\$ -
61215	Radio Services	\$ -
61720	Maintenance Mobile Equipment	\$ -
61845	Maintenance Structure & Grounds	\$ 50,000
62111	Miscellaneous	\$ 3,000
62223	Office Supplies	\$ 4,000
62301	Accounting & Auditing Fees	\$ 1,000
62381	Professional Services	\$ 742,652
62710	Equipment	\$ 16,000
62715	Small Tool	\$ -
<b>Total Services and Supplies</b>		<b>\$ 816,652</b>
<b>Fixed Assets</b>		
86110	Structures and Improvements	\$ 1,000,000
86204	Equipment	\$ 67,500
86209	Mobile Equipment	\$ -
<b>Total Fixed Assets</b>		<b>\$ 1,067,500</b>
<b>Operating Transfer Out</b>		
90000	Transfer To General Fund (685010)	\$ -
<b>Total Operating Transfer Out</b>		<b>\$ -</b>
<b>Appropriation for Contingencies</b>		
98700	Contingencies	\$ 200,000
<b>Total Contingencies</b>		<b>\$ 200,000</b>
<b>General Reserves</b>		
98695	Fund Balance - Undesignated	\$ 350,805
<b>Total General Reserves</b>		<b>\$ 350,805</b>
<b>Total Expenditures</b>		<b>\$ 2,434,957</b>

# Scotts Valley Fire Protection District

Capital Outlay - Zone A (685030)

Preliminary 2023/2024 Budget

## Schedule of Fixed Assets

Account #	Description	Amount
<b>86110</b>	<b>Structures and Improvements</b>	
	La Madrona Fire Station	\$ 1,000,000
	<b>Subtotal Structures and Improvements</b>	<b>\$ 1,000,000</b>
<b>86204</b>	<b>Equipment</b>	
	Lifepak 15 Monitors (2)	\$ 58,000
	Turnout Dryer	\$ 9,500
	<b>Subtotal Equipment</b>	<b>\$ 67,500</b>
<b>86209</b>	<b>Mobile Equipment</b>	
	<b>Subtotal Mobile Equipment</b>	<b>\$ -</b>
<b>86222</b>	<b>Furniture</b>	
		\$ -
	<b>Subtotal Furnishings</b>	<b>\$ -</b>
	<b>Total Fixed Assets</b>	<b>\$ 1,067,500</b>

Signed: \_\_\_\_\_

Board Secretary

# Scotts Valley Fire Protection District

SCHMIT (685040)

Preliminary 2023/2024 Budget

<b>Santa Cruz Hazardous Materials Interagency Team Cost Sharing Agreement Based on MOU Revision</b>			
<b>Amount dispersed by population 2020 Census 270,861</b>		<b>\$242,648</b>	
<b>Total Funding Necessary</b>		<b>\$487,196</b>	
<b>Agency</b>	<b>Population</b>	<b>Percentage</b>	<b>Amount</b>
<b>County</b>	133,153	49.16%	\$119,286
<b>Santa Cruz</b>	62,956	23.24%	\$56,391
<b>Watsonville</b>	52,590	19.42%	\$47,122
<b>Scotts Valley</b>	12,224	4.51%	\$10,943
<b>Capitola</b>	9,938	3.67%	\$8,905
<b>UCSC</b>		Fixed	\$10,447
<b>State Parks</b>		Fixed	\$8,701
<b>Interest &amp; Grant</b>		Fixed	\$400
<b>Fund Balance</b>			\$225,000
<b>Total</b>		<b>100.00%</b>	<b>\$487,195</b>

**Polulation Census 2020 Link:**

<https://www.census.gov/quickfacts/fact/table/scottsvalleycitycalifornia,santacruzcitycalifornia,watsonvillecitycalifornia,capitolacitycalifornia,santacruzcountycalifornia/POP010220#POP010220>

# Scotts Valley Fire Protection District

SCHMIT (685040)

Preliminary 2023/2024 Budget

## Revenue Summary

Account #	Revenue Description		Revenue Amount
40430	Interest		\$ 400
40894	Grant Funding		\$ -
			<hr/>
			Subtotal Other Revenue \$ 400
<hr/>			
41150	<u>Haz Mat Contract Contributions:</u>	<u>Percentage</u>	
	Santa Cruz County	49.16%	\$ 119,286
	City of Santa Cruz	23.24%	\$ 56,391
	City of Watsonville	19.42%	\$ 47,122
	City of Scotts Valley	4.51%	\$ 10,943
	City of Capitola	3.67%	\$ 8,905
	UCSC	Fixed	\$ 10,447
	State Parks	Fixed	\$ 8,701
<hr/>			
			Total Contribution From Other Agencies \$ 261,795
<hr/>			
			Total Revenue \$ 262,195
<hr/>			
			Estimated Fund Balance \$ 225,000
<hr/>			
			Total General Fund Revenue \$ 487,195
<hr/>			

## Expenditure Summary

Account #	Expense Category		Expense Amount
60000	Services and Supplies		\$ 88,024
75000	Personnel Costs		\$ 260,000
86204	Fixed Assets		\$ -
<hr/>			
			Total Expenditures \$ 348,024
<hr/>			
			Contingencies \$ 25,000
<hr/>			
			General Reserves \$ 114,171
<hr/>			
			Total SCHMIT General Fund Budget \$ 487,195

# Scotts Valley Fire Protection District

SCHMIT (685040)

Preliminary 2023/2024 Budget

## Expenditure Accounts

Account #	Category	Amount
<b>Services and Supplies</b>		
61110	Protective Clothing	\$ 10,600
61221	Telephone and Telegraph	\$ 960
61535	Insurance	\$ 2,555
61720	Maintenance, Mobile Equipment	\$ 16,700
61725	Maintenance, Office Equipment	\$ 1,380
61730	Maintenance, Other Equipment	\$ 10,200
61920	Medical Supplies	\$ 1,000
62219	Computer Software	\$ 3,500
62301	Accounting and Auditing	\$ 1,200
62365	Management Services	\$ 6,000
62715	Small Tools and Instruments	\$ 11,429
62888	Special District Expense	\$ 1,250
62914	Training	\$ 20,600
62920	Fuel	\$ 650
<b>Total Services and Supplies</b>		<b>\$ 88,024</b>
<b>Contributions to Agencies</b>		
75268	Reimbursement of Costs to Agencies	\$ 240,000
75276	Emergency Response Reimbursement	\$ 20,000
<b>Total Contributions to Agencies</b>		<b>\$ 260,000</b>
<b>Fixed Assets</b>		
86204	Equipment	\$ -
<b>Total Fixed Assets</b>		<b>\$ -</b>
<b>Appropriation for Contingencies</b>		
98700	Contingencies	\$ 25,000
<b>Total Appropriation for Contingencies</b>		<b>\$ 25,000</b>
<b>General Reserves</b>		
98965	Unassigned Fund Balance	\$ 114,171
<b>Total Reserves</b>		<b>\$ 114,171</b>
<b>Total Expenditures</b>		<b>\$ 487,195</b>



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

**Ron Whittle**  
Fire Chief

Date: May 10, 2023  
To: Board of Directors  
From: Chief Whittle  
Subject: Letter to Santa Cruz County Board of Supervisors

## Recommendation

Motion to approve sending a letter from the Scotts Valley Fire Protection District Board of Directors to the Santa Cruz County Board of Supervisors requesting consideration of re-allocating Proposition 172 funds.

## Background

In 1992, facing severe budget deficits, the California Legislature and Governor Wilson instructed county auditors to shift an allocation of local property tax revenues from local government to “educational revenue augmentation funds” (ERAF). Specified amounts of city, county and special districts taxes were deposited into these funds to support schools. To cushion the impact of the ERAF shifts, in 1993, the California Legislature and Governor Wilson submitted to the voters a proposal for a new ½ cent sales tax to be dedicated to local public safety including sheriff, police, fire, county district attorneys, and corrections. Proposition 172, the Local Public Safety Protection and Improvement Act of 1993, was approved by 58% of the voters.

Proposition 172 funds are provided to every County based on their proportional share of the overall sales tax. The County Auditor is responsible for calculating and distributing funding to local cities and the remaining funds retained by the County. The County Board of Supervisors has full discretion on the use and distribution of funds to support public safety programs.

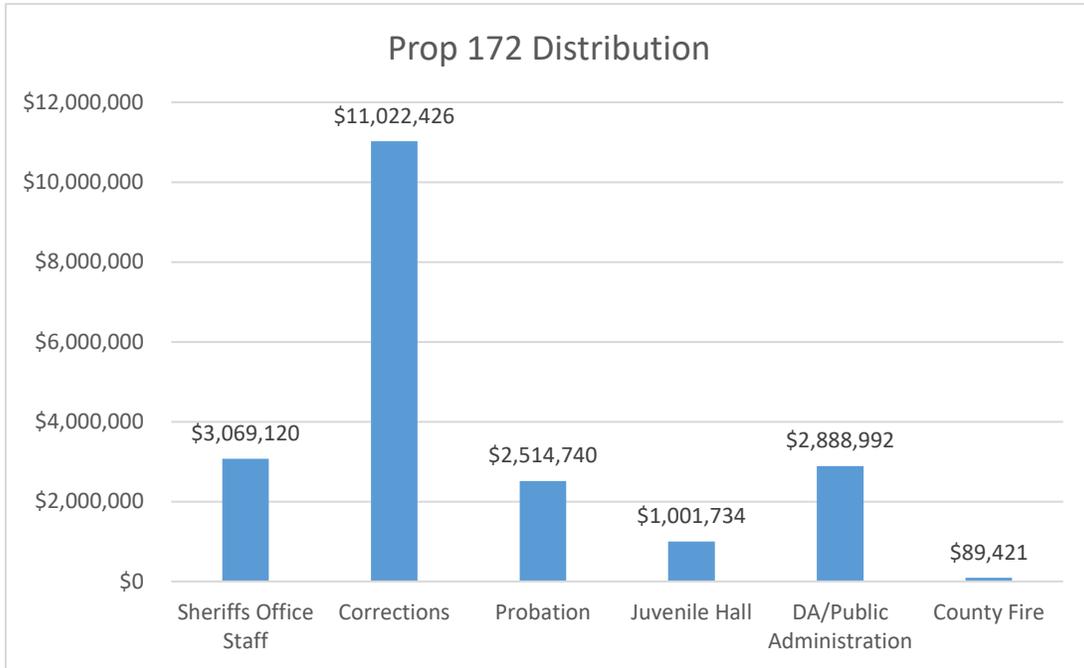
Santa Cruz County provides .47% of the Proposition 172 funds to the Santa Cruz County Fire Chiefs Association for spending. This association is made up of the 10 fire chiefs in the county representing all the fire organizations including the cities of Watsonville and Santa Cruz, Santa Cruz County Fire and 8 Fire Districts. The fire chiefs split approximately \$90,000 annually for fire service specific projects intended to benefit the unincorporated areas of the county. Generally, the fire chiefs select paying for projects for mutual benefit, such as: radio infrastructure improvements, training materials, academy equipment, and countywide training facilities upgrades.

Scotts Valley Fire is a significant loser in the ERAF for Proposition 172 funds swap. For comparison, Scotts Valley Fire District shifted \$746,115 in FY 2020/21 to ERAF. In return, Scotts Valley Fire is allocated a 1/10th share of the approximately \$90,000 in Proposition 172 funds or \$9,000 annually.

Board of Directors

Joe Parker   Russ Patterson   Daron Pisciotta   Kris Hurst   Adam Cosner

The County Board of Supervisors could consider an adjustment to the current allocation of Proposition 172 funds to increase the amount or percentage of funds provided to the fire service in Santa Cruz County.



## Proposition 172 Fund Sources and Distribution

**Source Account: ST AID-PROP 172 FR FD72406**

**Source Category: 40495**

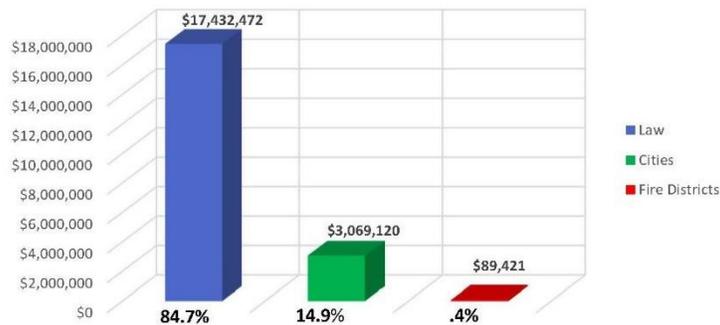
Fund	Dept	2019-20 Actual	2020-21 Actual	2021-22 Recommended	2021-22 Adopted by the Board of Supervisors
10-000	27	2,909,363	2,525,437	2,883,740	2,888,992
10-000	57	3,168,360	3,455,494	3,514,654	3,521,054
10-000	66	11,791,251	14,718,088	14,065,931	14,091,546
26-105	30	92,788	97,255	95,691	89,421
<b>Totals</b>		<b>\$17,961,762.00</b>	<b>\$20,796,274.00</b>	<b>\$20,560,016.00</b>	<b>\$20,591,013.00</b>

**Distribution: ST AID-PROP 172 FR FD72406**

**Function: Public Protection**

Budget Unit	Activity	2019-20 Actual	2020-21 Actual	2021-22 Recommended	2021-22 Adopted by the Board of Supervisors
Sheriff-Coroner Corrections	Detention & Correction	9,215,684	11,519,942	11,002,390	11,022,426
Dist Attorney/ Public Admin	Judicial	2,909,363	2,525,437	2,883,740	2,888,992
Probation	Detention & Correction	2,195,813	2,543,575	2,514,740	2,519,320
Probation/ Juvenile Hall	Detention & Correction	972,547	911,919	999,914	1,001,734
Emergency/Co Fire Services	Fire Protection	92,788	97,255	95,691	89,421
<b>Totals</b>		<b>\$15,386,195.00</b>	<b>\$17,598,128.00</b>	<b>\$17,496,475.00</b>	<b>\$17,521,893.00</b>

### FY 2021-22 Prop 172 Fund Distribution





# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

**Ron Whittle**  
Fire Chief

Santa Cruz County Board of Supervisors  
701 Ocean Street, Room 500  
Santa Cruz, CA 95060

May 10, 2023

Greetings Board of Supervisors,

The Scotts Valley Fire Protection District Board of Directors would like to formally request that the Board of Supervisors consider an adjustment to the current allocation of Proposition 172 funds provided to the fire service of Santa Cruz County.

In the adopted budget for 2021/22, the County of Santa Cruz received \$20,591,013 in Proposition 172 funds. Of those funds, approximately .4% or \$89,421 was allocated for fire services throughout the unincorporated area of the county. These funds are allocated to the Santa Cruz County Fire Chiefs Association to use for funding projects for mutual benefit throughout the county.

While we are appreciative of these funds, this allocation formula has been in place for 30 years and this body believes consideration of an adjustment of these funds is in order. We believe that the Board of Supervisors has full discretion over the distribution of these funds and can increase or decrease the proportion for public safety purposes.

We respectfully request that the Board of Supervisors consider a more equitable adjustment to the current allocation of the Proposition 172 funds provided to the fire service.

Sincerely,

Daron Pisciotta  
Board President  
Scotts Valley Fire Protection District

Board of Directors

Joe Parker   Russ Patterson   Daron Pisciotta   Kris Hurst   Adam Cosner

# Santa Cruz Hazardous Materials Interagency Team SCHMIT

7 Erba Lane Scotts Valley, CA 95066  
(831) 438-0211

---

Date: May 10, 2023

To: Carlos Palacios, CAO, County of Santa Cruz  
Mali LaGoe, City Manager, City of Scotts Valley  
Matt Huffaker, City Manager, City of Santa Cruz  
Lisa Wisser, P.E., Director, Environmental Health and Safety, UCSC  
Jamie Goldstein, City Manager, City of Capitola  
Rene Mendez, City Manager, City of Watsonville  
Kelley Howard, California State Parks  
Board of Directors, Scotts Valley Fire Protection District

CC: SCHMIT Administrators  
Michael Beaton, County General Services  
Dr. Marilyn Underwood, County EHS

From: Fire Chief Ron Whittle  
Battalion Chief Andrew LoFranco

Subject: Santa Cruz Hazardous Materials Interagency Team Annual Report for  
2022 and Preliminary Budget for fiscal year 2023/2024

## **Recommendation:**

Authorize funding for the Santa Cruz Hazardous Materials Interagency Team (SCHMIT) for fiscal year 2023/2024.

## **Background:**

This report is provided consistent with our Memorandum of Understanding for the provision of emergency response to hazardous materials incidents.

The Santa Cruz Hazardous Materials Interagency Team (SCHMIT) was formed utilizing a memorandum of understanding between the participating cities, Santa Cruz County, UCSC and State Parks for hazardous materials response. The Scotts Valley Fire Protection District administers the MOU and provides the team with management, administrative and fiduciary oversight.

---

### **Team Membership:**

The team consists of members from the following fire agencies:

<b>Agency</b>	<b>Positions Provided by Agency 22/23</b>	<b>Positions Funded By SCHMIT 22/23</b>	<b>Proposed Funding By SCHMIT 23/24</b>
Santa Cruz Fire Department	8	9	8
Central Fire Protection District	8	6	7
Scotts Valley Fire Protection District	8	8	8
Boulder Creek Fire Protection District	1	0	0
Watsonville Fire Department	9	7	7
Santa Cruz County Environmental Health	2+	0	0
<b>Total</b>	<b>34</b>	<b>30</b>	<b>30</b>

Oversight of the program is provided by the SCHMIT Administrators made up of the fire chiefs representing each participating agency.

### **Team Activations:**

There were no team activations in 2022.

### **Training:**

Annual refresher training was conducted by an outside contractor consisting of four, eight-hour quarterly drills starting in July 2022. Team members are required to complete three of the four eight-hour training days to receive their California Specialized Training Institute (CSTI) certified training. Training included chemistry review, technical reference, monitors, testing equipment, radiation incidents, drug labs, bomb incidents, leak prevention, decontamination and hands-on exercises. The training exercises were hosted at Zayante and Scotts Valley Fire Training rooms. This training was funded out of the 2022/2023 SCHMIT budget.





## **Funding and Fiscal Management:**

Attached to this report, is the proposed preliminary 2022/2023 budget. The fund balance on 6/30/2023 is estimated to be \$225,000. The population proportionate multiplier has been updated to reflect the 2020 Census data for Santa Cruz County and Local Agencies.

An average 20% increase in revenue was needed this fiscal year to maintain reimbursement for participating agencies that provide HazMat Response personnel to the SCHMIT program. The actual percentage increase for each Local Agency varies based on the new population multiplier. The base revenue contributions for UCSC and State Parks remains fixed as outlined in the MOU, and was increased by 20%.

This increase is considering the partial use of the fund balance to balance the budget. For FY 23/24, the total operating expenses are greater than recurring revenue, therefore it is anticipated that an equal increase will be needed in FY 24/25 to maintain a balanced budget. Estimated recurring revenue for FY 23/24 is \$261,795, while recurring expenses are \$320,524, a deficit of (\$58,729)

The annual differential pay for each team member will be increased to \$8,000 based on a survey of current personnel costs of participating agencies. The total number of allocated team positions is 30.

The Services and Supplies budget remains relatively unchanged from previous years. There is \$25,000 for contingencies, and another \$20,000 is maintained to allow for an immediate reimbursement to responding agencies.

The unassigned fund balance is estimated to be \$109,671

The District has been managing SCHMIT as a separate fiduciary fund with a separate budget since the inception of the program along with capital asset tracking and inventory

## **Status of 2022 Goals:**

- Maintain and improve response, equipment and training capability with limited funding: **Continuous**
- Provide 24 hours of technician level training for all team members with outside instructor: **Continuous**
- Develop a plan for the future of SCHMIT and adequate program funding: **Continuous**
- Purchase equipment utilizing grant funding or prop 172 funding when available: **Continuous**
- New / updated Communications chest harnesses and mics were purchased for the team. This will greatly improve the ability to communicate with team members that are suited up working in the exclusionary zone (contaminated / hot zone). **Completed**

---

## 2023 Goals:

- Maintain and improve response, equipment and training capability.
- Purchase equipment utilizing grant funding or prop 172 funding.
- Provide 24 hours (annual) of CSTI technician/specialist level training for all team members annually with an outside vender on a quarterly basis.
- Develop a plan for the future of SCHMIT and adequate program funding.



---

## CAVCOM communication equipment



## HM2560 SCHMIT/Hazardous Materials Response Vehicle 2005 Pierce Enforcer



---

Santa Cruz Hazardous Materials Interagency Team  
Santa Cruz City Fire Department, Central Fire Protection District of Santa Cruz County,  
Watsonville City Fire Department, Boulder Creek Fire Protection District, Scotts Valley Fire Protection District

Assigned to the Glenwood Station

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Annual Mileage =	268	262	165	374
Current Mileage = 8269				

Annual Engine Hours =	27	32.3	38	48.4
Current Engine Hours = 668.3				

Attachment: 2023/2024 SCHMIT Preliminary Budget





# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

Date: May 10, 2023  
To: Board of Directors  
From: Chief Whittle  
Subject: April Administrative Report

## Administration

Admin staff attended a virtual MS Teams meeting for an overview on the new OES reimbursement system, MARS (Mutual Aide Reimbursement System).

Admin staff attended Zoom meeting presentation from Fire Risk Management Services (FRMS), which is the consolidation of FASIS and FDAC EBA (SVFPD Life and Vision Insurance).

Admin staff attended Zoom meeting presentation from Halcyon, which is the new EAP through the FDAC EBA

Admin Manager Walton attended a CalPERS online training for Congo's Reports and Payroll Adjustments.

Admin Specialist Bridges inspected 2 car seats in April

Santa Cruz City Fire Captain Brian Tracy passed away after a well fought and lengthy battle with cancer. Thoughts and prayers to his family, and the Santa Cruz Fire Department.

## Operations

Engineer Travis Crivello reorganized and built new storage boxes for the rear compartment on all type I engines. The new storage system allows easier physical and visual access to rescue equipment such as chains and cribbing.

The District acquired 50 Motorola portable radios including remote mics from the San Jose Fire Department. These portable radios are in good condition and being thoroughly gone through by Engineer Laine. Future plans for the radios, is to purchase batteries and charging stations and issue each crew member a portable radio for on-duty use. The portable radios are intended to be used while the District waits for the outcome of the AFG grant. The current BK portable radios will remain on all engines.

E2512's Cradlepoint modem connection was turned off and replaced with a cellular iPad Pro. Moving forward the District will be eliminating Cradlepoint modems on the engines and replacing them with cellular iPads.

A big **Thank You** to our crews who were busy with some apparatus maintenance this month. They replaced the def heater on E2511, which was a long and difficult fix, but they succeeded. They also repaired a broken copper line that was leaking water on E2512.

Battalion Chief McNeil attended *Recycled Water Site Superior* training put on by the Scotts Valley Water District. This training is mandatory for all recycled water users and refresher training every two years. Currently only station two is using recycled water.

E2510 was towed to San Leandro for oil leaking into the coolant side. Both oil and coolant were flushed/cleaned and parts replaced.

WT2550 was taken to CTL for a faulty water tank sensor replacement.

Tehama Tires replaced the front tires on E2511.

Board of Directors

Joe Parker   Russ Patterson   Daron Pisciotta   Kris Hurst   Adam Cosner

## **Training**

All crews participated in the County block training in Santa Cruz. The training was at an acquired large building. Crews were tasked with advancing hose lines and rescuing a down firefighter. All engine companies and B/C's attended the training.

During the monthly PCF drill the on duty crews and PCF's were able to tour the new condominiums being constructed on Scotts Valley Dr. Training included deploying hose lines and laddering from different sides of the building. A big thank you to the developer Chris Perry for allowing us to train on the new structure.

Crews participated in circular saw training by cutting through various hardened metals. Several high strength steel items were cut through to better understand the operation, capabilities, limitations of our circular saws.

Basic Firefighter Academy training is wrapping up. Graduation is May 10<sup>th</sup> for our 3 PCFs.

Eng Brian Green completed Driver Operator 1B course so that he can apply to the state to be an approved instructor for both Driver Operator 1A and 1B.

## **Prevention**

DFM Collins completed 77 annual initial inspections, 59 annual re-inspections, 3 construction inspections and 3 complaint follow ups. She also met with several Monte Fiore residents for the annual defensible space neighborhood walk-through.

School inspections were completed April 4<sup>th</sup> with the following violation type totals observed:

SVMS- 7 Violations

Brook Knoll- 5 Violations

SVHS- 13 Violations

Vine Hill- 5 Violations

## **Chief Report**

Engine companies and Battalion Chiefs have been participating in Code Red drills with Scotts Valley Schools.

The SCO-BRN Joint Ad-Hoc Committee met on April 13<sup>th</sup>.

Fire Chief Candidate interviews took place on April 25<sup>th</sup> and 26<sup>th</sup>.

We held a Finance Committee meeting on April 28<sup>th</sup> to review the District current financial status, and review the preliminary budget for 2023/2024.

BC McNeil and I met with representatives from Local 3577 regarding our current and future medical physical standards, and provider. We hope to transition to a new company this fall.

I attended a ribbon cutting ceremony for a new solar cell manufacturing company in Scotts Valley called Ambient Photonics.

I've spent much time working with legal counsel to finalize the RRM Architectural contract, Bond Counsel contract and the Financial Consulting contract.

Station 1 C Shift crew along with BC LoFranco visited our wonderful dispatchers at NetCom, and brought them some tasty snacks to show our appreciation during National Dispatchers Week.

Board of Directors

Joe Parker   Russ Patterson   Daron Pisciotta   Kris Hurst   Adam Cosner

# Scotts Valley Fire Protection District

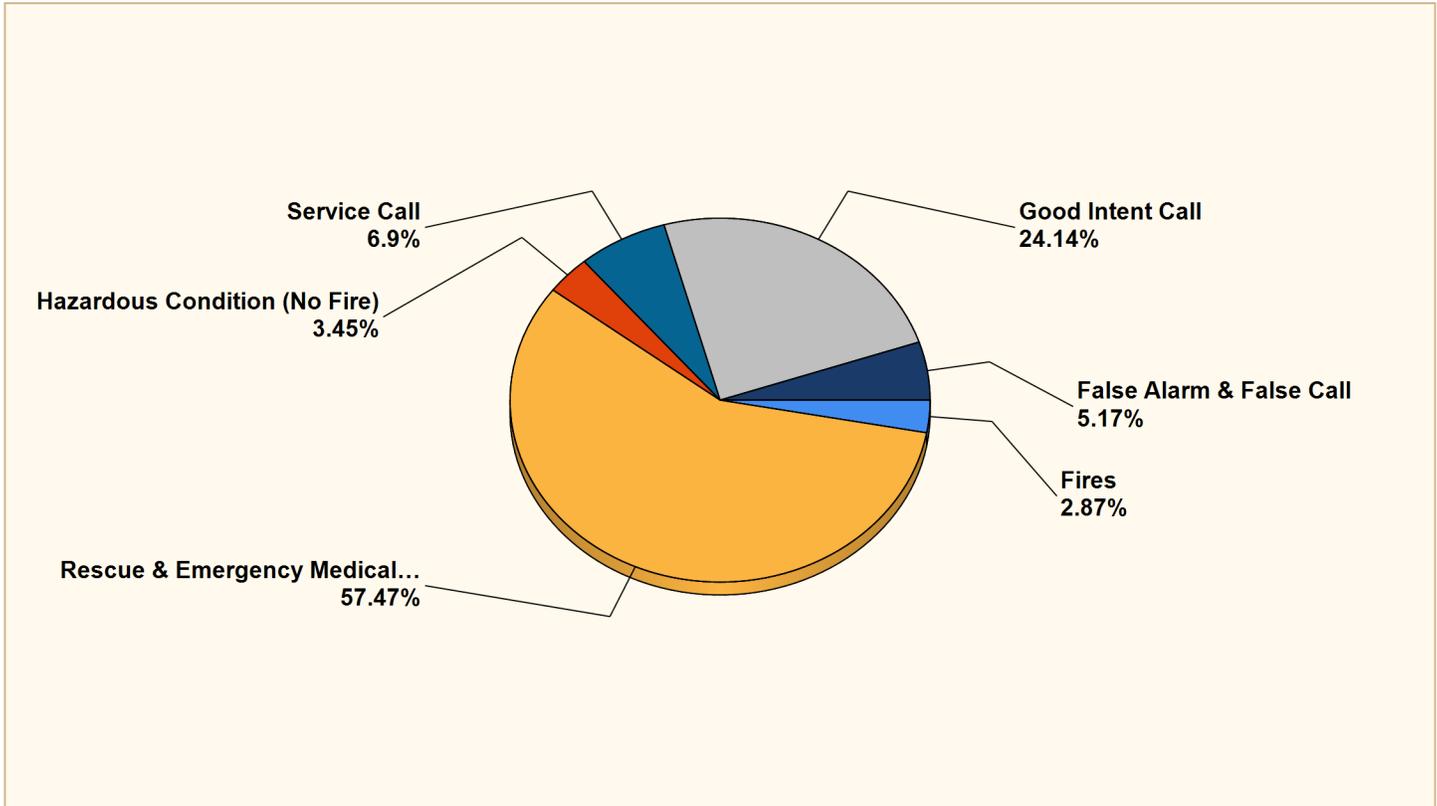
Scotts Valley, CA

This report was generated on 5/2/2023 3:00:42 PM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2022 | End Date: 04/30/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	2.87%
Rescue & Emergency Medical Service	100	57.47%
Hazardous Condition (No Fire)	6	3.45%
Service Call	12	6.9%
Good Intent Call	42	24.14%
False Alarm & False Call	9	5.17%
<b>TOTAL</b>	<b>174</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
111 - Building fire	2	1.15%
131 - Passenger vehicle fire	1	0.57%
140 - Natural vegetation fire, other	1	0.57%
142 - Brush or brush-and-grass mixture fire	1	0.57%
320 - Emergency medical service, other	4	2.3%
321 - EMS call, excluding vehicle accident with injury	86	49.43%
322 - Motor vehicle accident with injuries	7	4.02%
324 - Motor vehicle accident with no injuries.	2	1.15%
353 - Removal of victim(s) from stalled elevator	1	0.57%
412 - Gas leak (natural gas or LPG)	2	1.15%
413 - Oil or other combustible liquid spill	1	0.57%
440 - Electrical wiring/equipment problem, other	1	0.57%
444 - Power line down	2	1.15%
511 - Lock-out	1	0.57%
550 - Public service assistance, other	1	0.57%
551 - Assist police or other governmental agency	1	0.57%
554 - Assist invalid	8	4.6%
561 - Unauthorized burning	1	0.57%
600 - Good intent call, other	2	1.15%
611 - Dispatched & cancelled en route	31	17.82%
622 - No incident found on arrival at dispatch address	8	4.6%
651 - Smoke scare, odor of smoke	1	0.57%
700 - False alarm or false call, other	2	1.15%
733 - Smoke detector activation due to malfunction	1	0.57%
740 - Unintentional transmission of alarm, other	1	0.57%
743 - Smoke detector activation, no fire - unintentional	1	0.57%
745 - Alarm system activation, no fire - unintentional	4	2.3%
<b>TOTAL INCIDENTS:</b>	<b>174</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

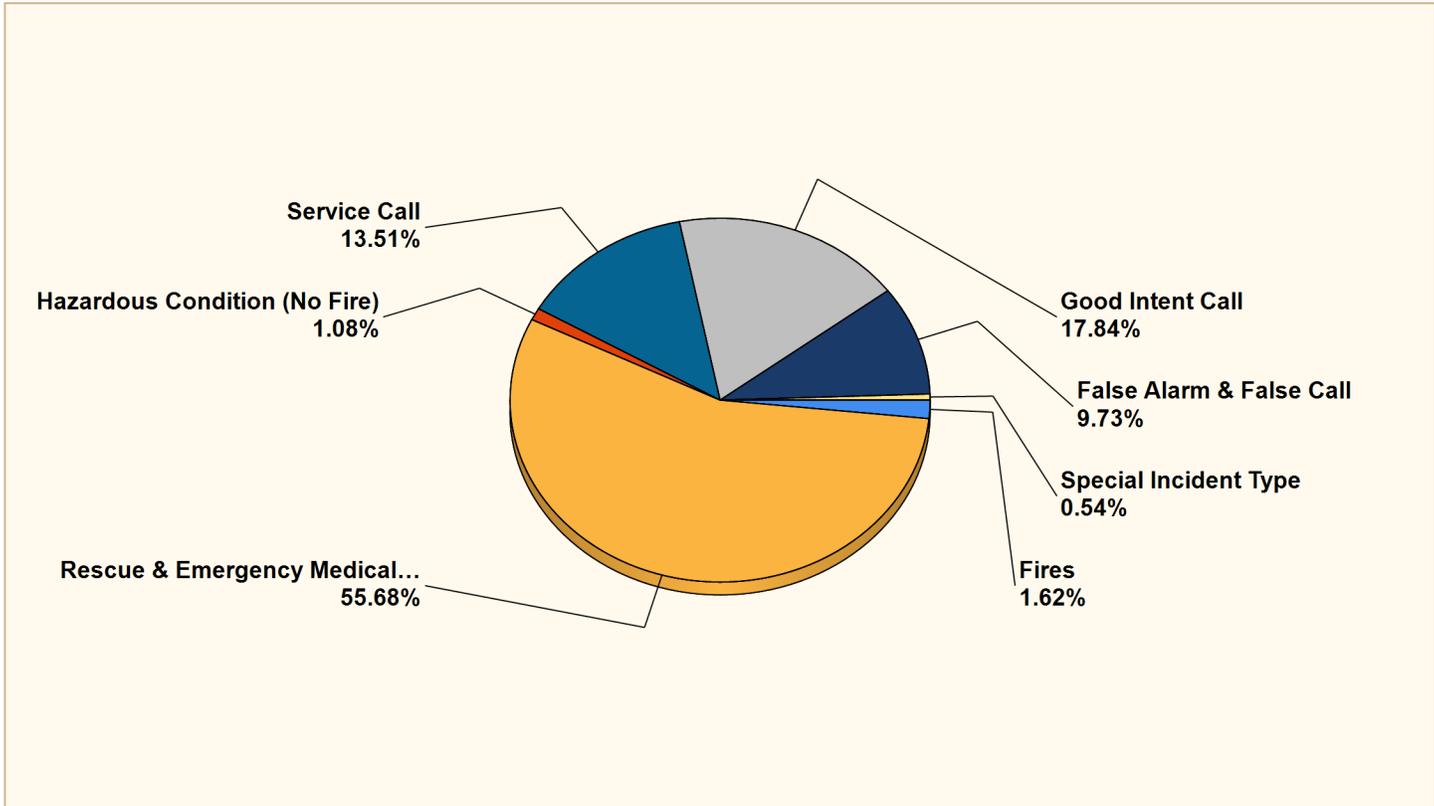
Scotts Valley, CA

This report was generated on 5/1/2023 1:23:08 PM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2023 | End Date: 04/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	1.62%
Rescue & Emergency Medical Service	103	55.68%
Hazardous Condition (No Fire)	2	1.08%
Service Call	25	13.51%
Good Intent Call	33	17.84%
False Alarm & False Call	18	9.73%
Special Incident Type	1	0.54%
<b>TOTAL</b>	<b>185</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
113 - Cooking fire, confined to container	1	0.54%
131 - Passenger vehicle fire	2	1.08%
320 - Emergency medical service, other	6	3.24%
321 - EMS call, excluding vehicle accident with injury	86	46.49%
322 - Motor vehicle accident with injuries	3	1.62%
324 - Motor vehicle accident with no injuries.	7	3.78%
353 - Removal of victim(s) from stalled elevator	1	0.54%
412 - Gas leak (natural gas or LPG)	1	0.54%
420 - Toxic condition, other	1	0.54%
542 - Animal rescue	1	0.54%
550 - Public service assistance, other	1	0.54%
553 - Public service	6	3.24%
554 - Assist invalid	16	8.65%
561 - Unauthorized burning	1	0.54%
600 - Good intent call, other	1	0.54%
611 - Dispatched & cancelled en route	26	14.05%
622 - No incident found on arrival at dispatch address	2	1.08%
631 - Authorized controlled burning	2	1.08%
651 - Smoke scare, odor of smoke	2	1.08%
700 - False alarm or false call, other	2	1.08%
733 - Smoke detector activation due to malfunction	2	1.08%
735 - Alarm system sounded due to malfunction	1	0.54%
736 - CO detector activation due to malfunction	1	0.54%
740 - Unintentional transmission of alarm, other	1	0.54%
741 - Sprinkler activation, no fire - unintentional	1	0.54%
743 - Smoke detector activation, no fire - unintentional	2	1.08%
745 - Alarm system activation, no fire - unintentional	7	3.78%
746 - Carbon monoxide detector activation, no CO	1	0.54%
911 - Citizen complaint	1	0.54%
<b>TOTAL INCIDENTS:</b>	<b>185</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

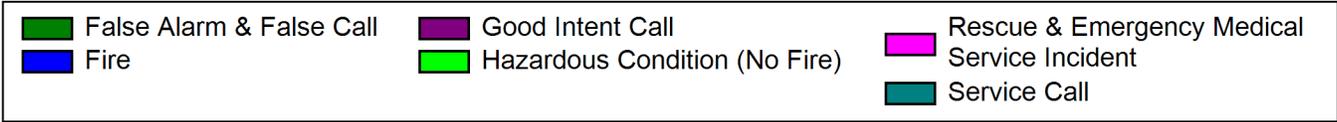
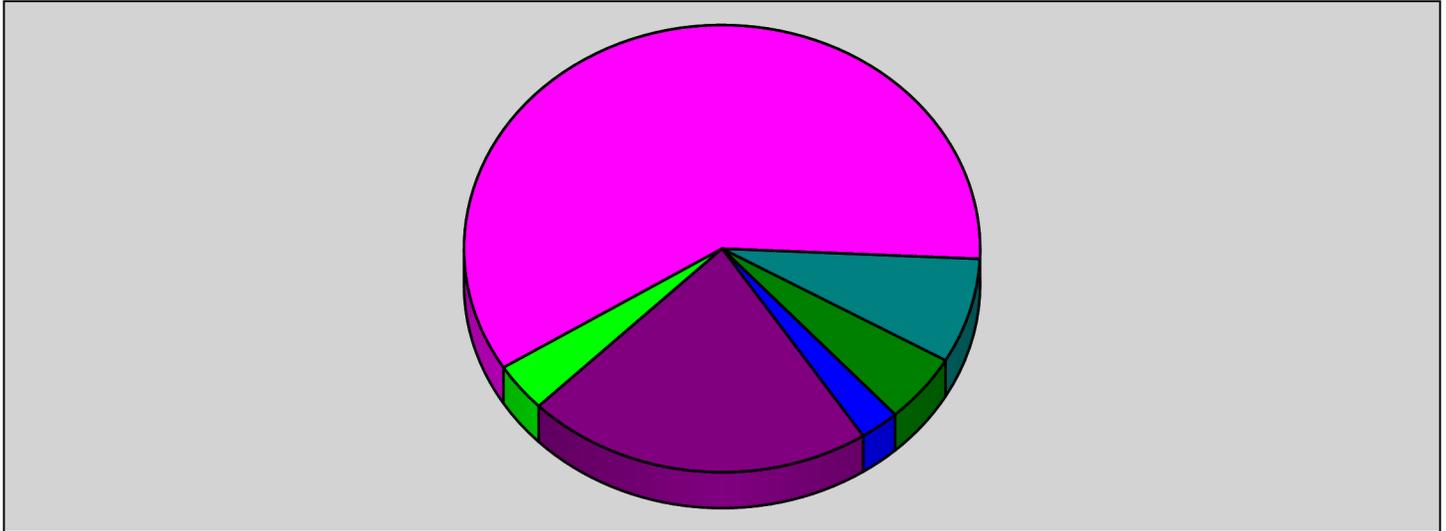
Scotts Valley, CA

This report was generated on 5/1/2023 1:27:22 PM



## Major Incident Types by Month for Date Range

Start Date: 01/01/2022 | End Date: 04/30/2022



INCIDENT TYPE	JAN	FEB	MAR	APR	TOTAL
False Alarm & False Call	9	9	7	9	34
Fire	2	4	6	5	17
Good Intent Call	44	32	31	42	149
Hazardous Condition (No Fire)	7	7	4	6	24
Rescue & Emergency Medical Service Incident	114	86	108	100	408
Service Call	16	7	17	12	52
<b>Total</b>	<b>192</b>	<b>145</b>	<b>173</b>	<b>174</b>	<b>684</b>

Only REVIEWED incidents included



# Scotts Valley Fire Protection District

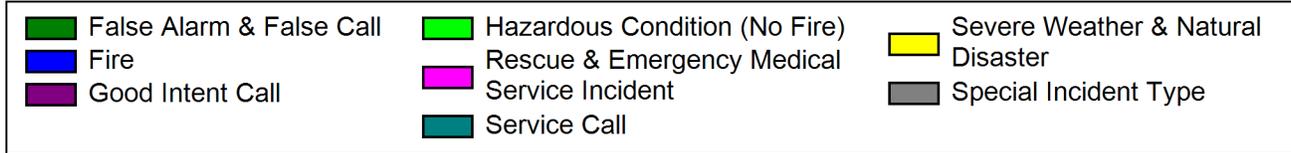
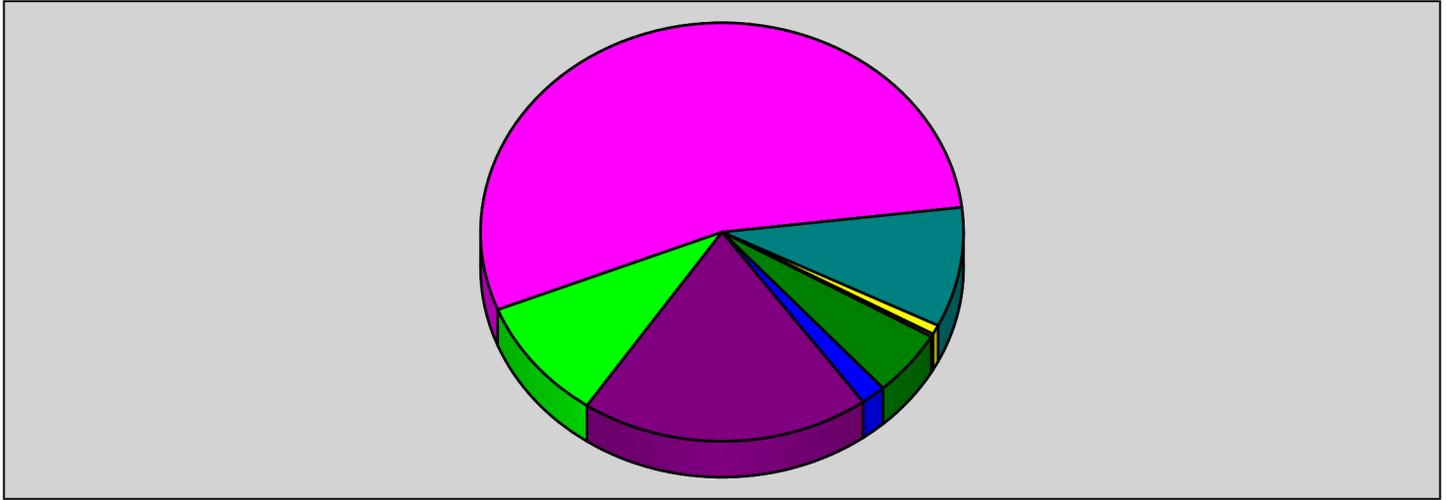
Scotts Valley, CA

This report was generated on 5/2/2023 8:58:36 AM



## Major Incident Types by Month for Date Range

Start Date: 01/01/2023 | End Date: 04/30/2023



INCIDENT TYPE	JAN	FEB	MAR	APR	TOTAL
False Alarm & False Call	5	7	12	18	42
Fire	2	4	4	4	14
Good Intent Call	34	49	40	38	161
Hazardous Condition (No Fire)	24	20	33	2	79
Rescue & Emergency Medical Service Incident	113	119	111	107	450
Service Call	19	17	16	25	77
Severe Weather & Natural Disaster	5	1			6
Special Incident Type			1	1	2
<b>Total</b>	<b>202</b>	<b>217</b>	<b>217</b>	<b>195</b>	<b>831</b>

Only REVIEWED incidents included



emergencyreporting.com

Doc Id: 495

Page # 1 of 1