



**Board of Directors  
Regular Meeting Agenda  
Wednesday, May 13, 2026 7:00 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 Mark Correira, Board Secretary, for immediate consideration.

**1. Opening Business**

- 1.1 Call to Order
- 1.2 Pledge of Allegiance and Moment of Silence
- 1.3 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 that is within the subject matter of the jurisdiction, and either on the agenda or not on the agenda. To ensure fair and equal treatment of all who appear before the Board, and to expedite Agency business, speakers will be limited to three minutes. The three-minute per speaker time limitation may be extended for good cause by the Board President, or by majority vote of the Board Members. Anyone wishing to be placed on the Agenda for a specific topic should contact the Fire Chief's Office and submit correspondence at least 10 days before the desired date of appearance. 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 considered and enacted upon by one motion. There will be no separate discussion on items unless a Board Member, Staff, or member of the public requests the removal of the item for separate action.)

- 4.1 Minutes: Regular Board Meeting Minutes of April 8, 2026
- 4.2 Minutes: Special Board Meeting Minutes of April 8, 2026



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

- 4.3 SVFPD Claims Disbursements for the Month of April 1, 2026 through April 30, 2026 in the Amount of:

Payroll and Benefits:	\$ 890,836.52
General Fund:	\$ 898,666.24
Capital Outlay:	\$ 49,860.06
SCHMIT:	\$ 152.04
TOTAL:	\$ 1,839,514.86

- 4.4 Resolution 2026-05: Resolution Requesting Temporary Transfer of Funds
- 4.5 Side Letter with IAFF Local 3577 Regarding Acting Out of Classification
- 4.6 Revised Policy 503 Fire Marshal Duty Statement

## 5. Discussion Items

- 5.1 La Madrona Fire Station Planning / Safety Measures to Address Seismic Concerns for Firefighters at Fire Station One, located at Erba Lane
- 5.2 Regional Interoperable Next Generation (RING) Radio System
- 5.3 Joint Powers Agreement with Santa Cruz County Fire Districts
- 5.4 Ad Hoc Committee: Regionalization Study and Shared Services
- 5.5 Enhanced Infrastructure Financing District

## 6. Action Items

- 6.1 Collection of Impact Fee Memorandum of Understanding with the City of Scotts Valley
- 6.2 Policy 401 Fire District Divisions and Programs
- 6.3 Resolution 2026-04: Adopting Preliminary Budgets for Fiscal Year 2025-26
- |        |                         |              |
|--------|-------------------------|--------------|
| 685010 | General Fund            | \$19,207,937 |
| 685030 | Capital Outlay / Zone A | \$ 2,283,365 |
| 685040 | SCHMIT                  | \$ 803,957   |

Set a public hearing for adoption of the final budget for August 12, 2026, Regular Board Meeting: 6:00 P.M.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

**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 Fire Chief / Administrative Report

**8. Correspondence**

8.1 Santa Cruz Sentinel Article Regarding Impact Fees

**9. Request for Future Agenda Items**

**10. Adjournment**

Next Regularly Scheduled Board Meeting: Wednesday, June 10, 2026 at 7:00 p.m.

**Note:** Certain supporting documents for items on this agenda may be distributed at the Board meeting. Copies will be made available to the public at that time in accordance with Government Code Section 54957.5.



**MINUTES OF THE  
SCOTTS VALLEY FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING OF  
April 8, 2026**

**1. Opening Business**

1.1 Call to Order

The Regular Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, April 8, 2026 at the City of Scotts Valley Council Chambers. President Pisciotta called the meeting to order at 7:05 p.m. and provided a teleconferencing notice for Director Weaver and Director Hurst.

1.2 Pledge of Allegiance and Moment of Silence

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

1.3 Roll Call

Director(s) Present:	President Daron Pisciotta (DP) Director Ron Whittle (RW)
Director(s) Virtual at Alternate Location:	Vice President Mike Weaver (MW) Director Kris Hurst (KH)
Director(s) Absent:	N/A
Fire District Staff:	Chief Correira Battalion Chiefs McNeil, Stubendorff, and LoFranco Fire Marshal Collins Administrative Services Manager Rodriguez

**2. Public Comment (GC §54954.3)**

Jim Frawley- County project lead for the regional radio system replacement, provided a brief update. He noted ongoing efforts to secure grant funding, continued technical coordination with fire agencies including a new coverage study, and recent dispatch center site visits. He also shared that an upcoming Brown Act executive committee meeting will address governance, including a potential JPA.

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

No amendments were made to the agenda.



## 4. Consent Calendar

4.1 Minutes: Approve Regular Board Meeting Minutes of March 11, 2026

4.2 Approve SVFPD Claims Disbursements for the Month of March 1, 2026 through March 31, 2026 in the Amount of:

Payroll and Benefits:	\$ 589,558.10
General Fund:	\$ 72,449.64
Capital Outlay:	\$ 00.00
SCHMIT:	\$ 4,211.02
TOTAL:	\$ 666,218.76

**Public Comment: None**

**Motion to approve Consent Calendar Items 4.1-4.2 was made by Director Whittle, seconded by Director Pisciotta, and approved unanimously by roll call vote, 4-0.**

## 5. Discussion Items

5.1 La Madrona Fire Station Planning / Safety Measures to Address Seismic Concerns for Firefighters at Fire Station One, located at Erba Lane

Battalion Chief McNeil reported that a water leak was discovered in the Station One kitchen, which led to the identification of mold behind cabinets and within the walls. Affected cabinets and countertops were removed to address the issue, and replacements have been ordered. In the interim, a temporary support has been installed for the sink.

Staff noted that additional repairs and improvements are being approached with the intent of maintaining the station for at least the next five years.

This item was presented for informational purposes only; no Board action was taken.

5.2 Regional Interoperable Next Generation (RING) Radio System

Chief Correira provided an update on the Regional Interoperable Next Generation (RING) radio system project and ongoing coordination with the County and fire agencies. He noted that the County is evaluating a VHF overlay option to allow analog radios to operate within the system, with coverage mapping and technical analysis underway.

Chief Correira reported that fire agencies continue to explore alternative options, including the potential development of a separate analog radio system. He stated that funding has been set aside by fire agencies to support this effort and that discussions are ongoing regarding



governance through a Joint Powers Authority (JPA) or District Council. An upcoming meeting will further address these items.

He also shared that a vendor meeting was held to explore system options; however, due to timing constraints, additional vendors are being considered.

Lastly, Chief Correira referenced correspondence from the Board of Supervisors and expressed interest in more direct engagement moving forward.

This item was presented for informational purposes only; no Board action was taken.

### 5.3 Ad Hoc Committee: Regionalization Study and Shared Services

Staff provided an update on recent Ad Hoc Committee meetings related to regionalization and shared services. It was reported that discussions have focused on opportunities for increased collaboration among agencies, including coordinated training schedules, shared training resources, and potential countywide training efforts.

Additional topics included exploring shared positions, such as fire prevention staff, as well as potential collaboration on IT services and systems. Operational coordination, including strike team staffing approaches, was also discussed.

Staff noted that the current fire prevention agreement with Central Fire is set to expire at the end of June. Central Fire will take the lead on revising the agreement, with consideration of expanding its scope beyond fire prevention and extending the term length. A revised agreement is expected to return to the Board for review and potential action.

This item was presented for informational purposes only; no Board action was taken.

## 6. **Action Items**

### 6.1 Interviews for the Open Seat on the Board of Directors

The Board interviewed applicant Zach Rainey for the vacant Board position. Mr. Rainey provided a brief overview of his background, community ties, and interest in serving. He noted a potential relocation decision expected in July but expressed willingness to serve in the interim.

The Board asked clarifying questions and discussed the candidate.

No action was taken.



6.2 Appointment of a Board Member to Vacant Position Pursuant to Government Code Section 1780

**Public Comment: None**

**Motion to Appoint Zachary Raney to the Vacant Board Position was made by Director Weaver, seconded by Director Whittle was approved unanimously by roll call vote, 4-0.**

Following the vote, Mr. Raney was administered the oath of office and seated as a member of the Board.

6.3 Memorandum of Understanding/Employment Contract: Fire Marshal

The Board considered approval of a separate employment contract for the Fire Marshal position. Staff reported that the Fire Marshal position has been removed from the Chief Officers MOU and established as a standalone agreement, with terms largely consistent with existing District agreements, adjusted for a 40-hour work schedule.

Key terms of the agreement, including salary adjustments, benefits, and term dates, were presented.

**Public Comment: None**

**Motion to Approve the Fire Marshal agreement as presented was made by Director Hurst, seconded by Director Whittle and approved unanimously by roll call vote, 5-0.**

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

7.1 Board of Directors Report – Directors

There were no reports from the Board of Directors.

7.2 Fire Chief/ Administrative Report

Battalion Chief McNeil provided the following update:

**Community Engagement:** Thanked the community for participating in the national firetruck face-off competition, noting the District's apparatus advanced to the top four in the bracket-style contest.

**Branciforte Station Community Room:** Provided an update on the community room and bathroom project, reporting that electrical and plumbing work is underway, including ADA-compliant improvements. The project is progressing, with drywall installation anticipated soon; however, completion is expected to take several more months due to inspection timelines.



Battalion Chief Stubendorff provided the following update:

**Social Media Engagement:** Reported on recent outreach efforts, including participation in the firetruck face-off competition and defensible space messaging. Noted that inspectors are conducting LRA inspections.

**Station One Alerting System:** Reported that lights and speakers have been installed in the upstairs bedrooms, improving response times, with acknowledgment of increased noise levels as a result.

Battalion Chief LoFranco provided the following update:

**Staffing and Training:** Reported that new hire William “Billy” Marotta has started and is progressing well through onboarding, with plans to transition to shift assignment soon. Also noted ongoing recruitment efforts, including recent off-cycle interviews for paid-call firefighters, with several qualified candidates under consideration.

**Operations/Interagency Coordination:** Reported that personnel assisted with an Arson Investigation Task Force response in Capitola, supporting partner agencies and participating in advanced investigative efforts. Acknowledged staff involvement in countywide training, including RT-130 Wildland Refresher, and recognized personnel for their continued participation and contributions at the regional level.

Fire Marshal Collins provided the following update:

**Defensible Space Inspections:** Reported that Central Fire defensible space inspectors will begin inspections in Scotts Valley, starting in the Lockwood Lane area and expanding to additional areas as time allows. Noted the potential to increase inspections to two days per week, compared to one day per week last year.

Fire Chief Correira provided the following update:

**Staffing and Recruitment:** Reported that new hire William Marotta has started and that an additional candidate has moved into the background process. Noted ongoing recruitment efforts and anticipated future vacancies. Also reported that two captains are currently out on workers’ compensation, with another on extended leave, and that temporary staffing adjustments have been made to maintain coverage.

**Cost Recovery Program:** Reported that the District has initiated a cost recovery program for motor vehicle collisions, with billing underway and initial reports forthcoming.

**EMS and Regional Coordination:** Reported that staff attended training related to ambulance transport and are evaluating potential EMS transport opportunities, including coordination with regional partners and vendors.

**SCHMIT Team/Regional Collaboration:** Provided an update on hazardous materials and arson investigation team participation, including current staffing levels, training, and ongoing discussions regarding future structure and regional collaboration.

**Grants and Planning:** Reported on a grant application for a fire modeling tool to support planning and response efforts.

**Administration:** Noted upcoming coordination with Board committees on budget



development and policy updates, onboarding for the newly appointed Board member, and announced the upcoming Blue and Gold event scheduled for May 15.

## 8. Correspondence

8.1 Donation Follow-Up: Thank you letter from Baymonte Fundraising Team

8.2 Letter from Board of Supervisors regarding RING Radio System

The Board received and filed the correspondence.

## 9. Request for Future Agenda Items

There were no requests for future agenda items.

## 10. Adjournment

The meeting was adjourned at 7:57 p.m.

Attest

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

\_\_\_\_\_  
Mark Correira  
Board Secretary



**MINUTES OF THE  
SCOTTS VALLEY FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
SPECIAL MEETING OF  
April 8, 2026**

**1. Opening Business**

1.1 Call to Order

The Special Meeting of the Board of Directors of the Scotts Valley Fire Protection District (SVFPD) was held on Wednesday, April 8, 2026 at the City of Scotts Valley Council Chambers. President Pisciotta called the meeting to order at 6:38 p.m. and provided a teleconferencing notice for Director Weaver and Director Hurst.

1.2 Roll Call

Director(s) Present:	President Daron Pisciotta (DP) Director Ron Whittle (RW)
Director(s) Virtual at Alternate Location:	Vice President Mike Weaver (MW) Director Kris Hurst (KH)
Director(s) Absent:	N/A
Fire District Staff:	Chief Correira Administrative Services Manager Rodriguez

**2. Public Comment (GC §54954.3)**

No public comment(s) made.

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

3.1 Closed Session Conference with Legal Counsel – Threatened/Anticipated Litigation

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 1 case

At 6:39 p.m., President Pisciotta announced the Board would be going into Closed Session for the purpose to discuss item listed in 3.1

**4. Open Session: Government Code §54957.1**

4.1 Report on closed session item 3.1

At 7:01 p.m., the Board reconvened to Open Session and President Pisciotta reported on Item 3.1. Information was received, and direction was given. No action taken.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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## 5. Adjournment

The meeting was adjourned at 7:01 p.m.

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

\_\_\_\_\_  
Mark Correira  
Board Secretary

## Scotts Valley Fire Protection District (SVFPD)

Date: May 13, 2026  
To: Board of Directors  
From: SVFPD  
Subject: Approve Claim Disbursements

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SVFPD Claims have been approved for payment out of SVFPD Funds totaling \$ 1,839,514.86

These payments have been approved by the Board of Directors during their meeting on May 13, 2026

### April 2025/2026 F.Y.

685010- Payroll and Benefits:	\$ 890,836.52
685010- General Fund:	\$ 898,666.24
685030- Capital Outlay:	\$ 49,860.06
685040- SCHMIT:	\$ 152.04

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

\_\_\_\_\_  
Mark Correia  
Board Secretary

# Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685020, 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: 51000 – REGULAR PAY-PERMANENT</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	51000	-168,151.21	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/02/2026	DU124550	DU124550	Expenditures	685010	50	51000	10,171.82	CTL Share Serv 11/1/25-1/31/26	C99999	
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	51000	-170,691.19	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	51000	-171,457.77	PAYPERIOD 09PAYDATE 05012026		
Total 51000 – REGULAR PAY-PERMANENT									-500,128.35			
<b>Object: 51005 – OVERTIME PAY-PERMANENT</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	51005	-35,809.47	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	51005	-34,189.96	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	51005	-28,540.98	PAYPERIOD 09PAYDATE 05012026		
Total 51005 – OVERTIME PAY-PERMANENT									-98,540.41			
<b>Object: 51010 – REGULAR PAY-EXTRA HELP</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	51010	-4,167.60	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/02/2026	DU124550	DU124550	Expenditures	685010	50	51010	1,701.00	WC Cahir 3/14-3/27/26 CK9197	C99999	
2026	10	4/02/2026	DU124550	DU124550	Expenditures	685010	50	51010	4,027.63	WC Todd 3/13-3/26/26 CK95797	C99999	
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	51010	-5,739.80	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	51010	-3,420.91	PAYPERIOD 09PAYDATE 05012026		
Total 51010 – REGULAR PAY-EXTRA HELP									-7,599.68			
<b>Object: 51035 – HOLIDAY PAY</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	51035	-12,427.60	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	51035	-12,619.95	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	51035	-12,735.36	PAYPERIOD 09PAYDATE 05012026		
Total 51035 – HOLIDAY PAY									-37,782.91			
<b>Object: 51040 – DIFFERENTIAL PAY</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	51040	-10,119.50	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	51040	-10,314.02	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	51040	-10,430.75	PAYPERIOD 09PAYDATE 05012026		
Total 51040 – DIFFERENTIAL PAY									-30,864.27			
<b>Object: 52010 – OASDI-SOCIAL SECURITY</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	52010	-3,709.82	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	52010	-3,822.29	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	52010	-3,321.77	PAYPERIOD 09PAYDATE 05012026		
Total 52010 – OASDI-SOCIAL SECURITY									-10,853.88			
<b>Object: 52015 – PERS</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	52015	-35,287.36	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	52015	-36,659.11	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	52015	-36,328.50	PAYPERIOD 09PAYDATE 05012026		
Total 52015 – PERS									-108,274.97			
<b>Object: 53010 – EMPLOYEE INSURANCE &amp; BENEFITS</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	53010	-750.00	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	53010	1,794.75	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/02/2026	DU124550	DU124550	Expenditures	685010	50	53010	50.89	Dental Marsano 3/2026 R4329	C99999	
2026	10	4/02/2026	DU124550	DU124550	Expenditures	685010	50	53010	50.89	Dental Lipkowitz 3/2026 R4330	C99999	
2026	10	4/10/2026	APR26HLTH		Expenditures	685010	50	53010	-75,746.84	SV FIRE APR 2026	V116512	17655
2026	10	4/14/2026	032026SVFD		Expenditures	685010	50	53010	-4,556.37	HEALTH CARE EMP SVFD Group 367	V108670	02005459
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	53010	-750.00	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	53010	1,801.75	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/21/2026	0426SVFD		Expenditures	685010	50	53010	-1,462.58	FIRE RISK MANAG SVFD	V45930	80096532
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-838.00	THEILEN, LOTHAR SVFD	V117701	80096706
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-4,607.26	HEALTH CARE EMP SVFD Group 367	V108670	02006657
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-670.31	RONZANO, CHRIST SVFD	V111324	80096705
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-693.26	WHITTLE, RONALD SVFD	V102822	80096709
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-2,814.59	BIDDLE, MIKE SVFD	V105980	80096700
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-1,169.00	MCMURRY, MICHAEL SVFD	V105430	80096703
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-1,147.45	WALTON, ALICIA SVFD	V119128	80096708

# Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685020, 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: 53010 – EMPLOYEE INSURANCE &amp; BENEFITS</b>												
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-672.45	PHINN, MIKE SVFD	V103782	80096704
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-1,115.76	LOFRANCO, SAL SVFD	V105221	80096702
2026	10	4/27/2026	0426SVFD		Expenditures	685010	50	53010	-787.11	VANDERVOORT, GR SVFD	V122411	80096707
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	53010	-750.00	PAYPERIOD 09PAYDATE 05012026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	53010	5,013.87	PAYPERIOD 09PAYDATE 05012026		
Total 53010 – EMPLOYEE INSURANCE & BENEFITS									-89,818.83			
<b>Object: 53015 – UNEMPLOYMENT INSURANCE</b>												
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	53015	-59.69	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	53015	-59.70	PAYPERIOD 09PAYDATE 05012026		
Total 53015 – UNEMPLOYMENT INSURANCE									-119.39			
<b>Object: 55021 – OTHER BENEFITS MISC</b>												
2026	10	4/01/2026	PAYPERIOD 07		Expenditures	685010	50	55021	-2,284.61	PAYPERIOD 07PAYDATE 04032026		
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	50	55021	-2,284.61	PAYPERIOD 08PAYDATE 04172026		
2026	10	4/29/2026	PAYPERIOD 09		Expenditures	685010	50	55021	-2,284.61	PAYPERIOD 09PAYDATE 05012026		
Total 55021 – OTHER BENEFITS MISC									-6,853.83			
Total 50 – SALARIES AND EMPLOYEE BENEF									-890,836.52			
<b>Character: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 61110 – CLOTHING &amp; PERSONAL SUPPLIES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61110	-564.06	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61110	-2,756.88	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61110 – CLOTHING & PERSONAL SUPPLIES									-3,320.94			
<b>Object: 61125 – UNIFORM REPLACEMENT</b>												
2026	10	4/07/2026	0426SVFD1		Expenditures	685010	60	61125	-95.18	CALIFORNIA DEPA SVFD Acct 102-	V36141	02005012
Total 61125 – UNIFORM REPLACEMENT									-95.18			
<b>Object: 61221 – TELEPHONE-NON TELECOM 1099</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61221	-2,083.59	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61221	-2,460.29	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61221 – TELEPHONE-NON TELECOM 1099									-4,543.88			
<b>Object: 61310 – FOOD</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61310	-471.86	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
Total 61310 – FOOD									-471.86			
<b>Object: 61425 – OTHER HOUSEHOLD EXP-SERVICES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61425	-1,378.76	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61425	-522.47	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61425 – OTHER HOUSEHOLD EXP-SERVICES									-1,901.23			
<b>Object: 61720 – MAINT-MOBILE EQUIPMENT-SERV</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61720	-359.28	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	0426SVFD2		Expenditures	685010	60	61720	-69.11	CALIFORNIA DEPA SVFD Acct 102-	V36141	02005012
2026	10	4/07/2026	12140		Expenditures	685010	60	61720	-807.00	CENTRAL FIRE PR SVFD	V116886	02005073
2026	10	4/07/2026	CI055250		Expenditures	685010	60	61720	-109.24	GOLDEN STATE FI SVFD	V42172	02005074
2026	10	4/21/2026	12268		Expenditures	685010	60	61720	-327.00	CENTRAL FIRE PR SVFD	V116886	02005921
2026	10	4/21/2026	12287		Expenditures	685010	60	61720	-749.40	CENTRAL FIRE PR SVFD	V116886	02005921
2026	10	4/21/2026	12296		Expenditures	685010	60	61720	-1,497.90	CENTRAL FIRE PR SVFD	V116886	02005921
2026	10	4/21/2026	CI055216		Expenditures	685010	60	61720	-115.70	GOLDEN STATE FI SVFD	V42172	02005922
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61720	-960.57	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61720 – MAINT-MOBILE EQUIPMENT-SERV									-4,995.20			
<b>Object: 61725 – MAINT-OFFICE EQUIPMNT-SERVICES</b>												
2026	10	4/07/2026	17848		Expenditures	685010	60	61725	-135.39	Pagoda Technolo SVFD	V125184	80095805
2026	10	4/07/2026	17865		Expenditures	685010	60	61725	-2,160.48	Pagoda Technolo SVFD	V125184	80095805
2026	10	4/07/2026	508655		Expenditures	685010	60	61725	-521.32	Monterey Bay Of SVFD	V125978	80095791
2026	10	4/07/2026	508774		Expenditures	685010	60	61725	-329.25	Monterey Bay Of SVFD	V125978	80095791

# Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685020, 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: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 61725 – MAINT-OFFICE EQUIPMNT-SERVICES</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61725	-298.48	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61725 – MAINT-OFFICE EQUIPMNT-SERVICES									-3,444.92			
<b>Object: 61730 – MAINT-OTH EQUIP-SERVICES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61730	-186.19	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	34922		Expenditures	685010	60	61730	-467.00	Santa Cruz Fire SVFD	V125908	80095839
Total 61730 – MAINT-OTH EQUIP-SERVICES									-653.19			
<b>Object: 61848 – MAINT-STRUCT/GRDS-OTH-SRV</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61848	-1,329.51	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	0326SVFD1		Expenditures	685010	60	61848	-574.50	SCARBOROUGH LUM SVFD Acct 1169	V1233	80095801
2026	10	4/07/2026	C5779		Expenditures	685010	60	61848	-1,879.58	R&S Erection of SVFD	V112584	80095838
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	61848	-4,057.88	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61848 – MAINT-STRUCT/GRDS-OTH-SRV									-7,841.47			
<b>Object: 61920 – MEDICAL, DENTAL &amp; LAB SUPPLIES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	61920	-907.76	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/21/2026	86153599		Expenditures	685010	60	61920	-964.08	BOUND TREE MEDI SVFD	V12149	80096531
2026	10	4/27/2026	86168531		Expenditures	685010	60	61920	-880.38	BOUND TREE MEDI SVFD	V12149	80096701
Total 61920 – MEDICAL, DENTAL & LAB SUPPLIES									-2,752.22			
<b>Object: 62020 – MEMBERSHIPS</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62020	-395.00	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62020 – MEMBERSHIPS									-395.00			
<b>Object: 62223 – SUPPLIES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62223	-125.66	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	509684		Expenditures	685010	60	62223	-708.30	Monterey Bay Of SVFD	V125978	80095791
Total 62223 – SUPPLIES									-833.96			
<b>Object: 62301 – ACCOUNTING AND AUDITING FEES</b>												
2026	10	4/14/2026	JV16697		Expenditures	685010	60	62301	-65,155.00	2026 PROPERTY TAX ADMIN FEE		
2026	10	4/15/2026	JE523620	SV FIRE	Expenditures	685010	60	62301	-10,974.62	2526 PAYROLL CHARGES		
2026	10	4/20/2026	JE523652	SV FIRE	Expenditures	685010	60	62301	-4,249.44	25/26 CLAIMS CHARGES		
Total 62301 – ACCOUNTING AND AUDITING FEES									-80,379.06			
<b>Object: 62327 – DIRECTORS' FEES</b>												
2026	10	4/15/2026	PAYPERIOD 08		Expenditures	685010	60	62327	-2,800.00	PAYPERIOD 08PAYDATE 04172026		
Total 62327 – DIRECTORS' FEES									-2,800.00			
<b>Object: 62358 – LAUNDRY SERVICES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62358	-262.17	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
Total 62358 – LAUNDRY SERVICES									-262.17			
<b>Object: 62367 – MEDICAL SERVICES-OTHER</b>												
2026	10	4/14/2026	032026SVFD		Expenditures	685010	60	62367	-299.19	CORREIRA, MARK SVFD	V45946	02005404
2026	10	4/21/2026	CB260344		Expenditures	685010	60	62367	-1,260.00	BAYSPORT INC SVFD	V44180	02005920
Total 62367 – MEDICAL SERVICES-OTHER									-1,559.19			
<b>Object: 62381 – PROF &amp; SPECIAL SERV-OTHER</b>												
2026	10	4/21/2026	65510		Expenditures	685010	60	62381	-652.50	CSG CONSULTANTS SVFD	V121100	80096533
2026	10	4/21/2026	786724		Expenditures	685010	60	62381	-648.90	ATKINSON ANDELS SVFD	V48005	02005919
Total 62381 – PROF & SPECIAL SERV-OTHER									-1,301.40			
<b>Object: 62420 – LEGAL NOTICES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62420	-408.60	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
Total 62420 – LEGAL NOTICES									-408.60			
<b>Object: 62715 – SMALL TOOLS &amp; INSTRUMENTS</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62715	-184.05	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	1051909		Expenditures	685010	60	62715	-2,666.71	L N CURTIS & SO SVFD Cust 3627	V115989	80095799

# Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [*@prior-month*] and Revenues/Expenditures [*XP*] and GL Key [*685010, 685020, 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: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 62715 – SMALL TOOLS &amp; INSTRUMENTS</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62715	-1,443.24	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62715 – SMALL TOOLS & INSTRUMENTS									-4,294.00			
<b>Object: 62826 – EDUCATION AND/OR TRAINING</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62826	-1,973.53	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/14/2026	032026SVFD		Expenditures	685010	60	62826	-2,408.66	SHAUGHNESSY, PA SVFD	V44994	02005405
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62826	-650.00	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62826 – EDUCATION AND/OR TRAINING									-5,032.19			
<b>Object: 62888 – SPEC DIST EXP-SERVICES</b>												
2026	10	4/07/2026	0426SVFD3		Expenditures	685010	60	62888	-241.58	CALIFORNIA DEPA SVFD Acct 102-	V36141	02005012
Total 62888 – SPEC DIST EXP-SERVICES									-241.58			
<b>Object: 62890 – SUBSCRIPTIONS BOOKS &amp; ED MATER</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62890	-119.88	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62890 – SUBSCRIPTIONS BOOKS & ED MATER									-119.88			
<b>Object: 62914 – EDUCATION &amp; TRAINING(REPT)</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	62914	-2,134.57	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	0326SVFD2		Expenditures	685010	60	62914	-109.46	SCARBOROUGH LUM SVFD Acct 1169	V1233	80095801
2026	10	4/07/2026	138057		Expenditures	685010	60	62914	-3,520.00	TARGET SOLUTION SVFD	V31376	02005076
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62914	-4,815.29	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62914 – EDUCATION & TRAINING(REPT)									-10,579.32			
<b>Object: 62920 – GAS, OIL, FUEL</b>												
2026	10	4/14/2026	866528		Expenditures	685010	60	62920	-3,250.96	WESTERN STATES SVFD	V39738	02005460
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62920	-93.81	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62920 – GAS, OIL, FUEL									-3,344.77			
<b>Object: 62930 – REGISTRATIONS (NON REPT)</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	62930	-2,280.00	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 62930 – REGISTRATIONS (NON REPT)									-2,280.00			
<b>Object: 63074 – UTILITIES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685010	60	63074	-1,081.91	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
2026	10	4/07/2026	0326SVFD1		Expenditures	685010	60	63074	-228.92	CITY OF SCOTTS SVFD	V102713	80095837
2026	10	4/07/2026	0326SVFD2		Expenditures	685010	60	63074	-369.99	CITY OF SCOTTS SVFD	V102713	80095837
2026	10	4/21/2026	0426SVFD1		Expenditures	685010	60	63074	-975.80	PACIFIC GAS AND SVFD	V129169	02005878
2026	10	4/21/2026	0426SVFD2		Expenditures	685010	60	63074	-976.03	PACIFIC GAS AND SVFD	V129169	02005878
2026	10	4/30/2026	0426SVFD		Expenditures	685010	60	63074	-1,182.38	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 63074 – UTILITIES									-4,815.03			
Total 60 – SERVICES AND SUPPLIES									-148,666.24			
<b>Character: 90 – OTHER FINANCING USES</b>												
<b>Object: 90000 – OPERATING TRANSFERS OUT</b>												
2026	10	4/20/2026	JW260124		Expenditures	685010	90	90000	-750,000.00	GF BUDGET 25/26 FY TRANSFER		
Total 90000 – OPERATING TRANSFERS OUT									-750,000.00			
Total 90 – OTHER FINANCING USES									-750,000.00			
Total 685010 – SCOTTS VALLEY FIRE PROT SVC									-1,789,502.76			

## Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [@prior-month] and Revenues/Expenditures [XP] and GL Key [685010, 685020, 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: 685030 – SCOTTS VLY FIRE DIST.-CAPITAL</b>												
<b>Character: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 62111 – MISCELLANEOUS EXPENSE-SERVICES</b>												
2026	10	4/03/2026	0326SVFD		Expenditures	685030	60	62111	-7,158.93	U S BANK CORPOR SVFD 4246-0445	V992019	80095666
Total 62111 – MISCELLANEOUS EXPENSE-SERVICES									-7,158.93			
<b>Object: 62301 – ACCOUNTING AND AUDITING FEES</b>												
2026	10	4/14/2026	JV16697		Expenditures	685030	60	62301	-1,268.00	2026 PROPERTY TAX ADMIN FEE		
Total 62301 – ACCOUNTING AND AUDITING FEES									-1,268.00			
Total 60 – SERVICES AND SUPPLIES									-8,426.93			
<b>Character: 80 – FIXED ASSETS</b>												
<b>Object: 86110 – BUILDINGS AND IMPROVEMENTS</b>												
2026	10	4/07/2026	648-1		Expenditures	685030	80	86110	-30,000.00	MANDELLA, JOHN SVFD	V43108	02005075
2026	10	4/14/2026	0426SVFD4		Expenditures	685030	80	86110	-2,608.13	CALIFORNIA DEPA SVFD Acct 102-	V36141	02005418
2026	10	4/21/2026	6481		Expenditures	685030	80	86110	-8,825.00	MANDELLA, JOHN SVFD	V43108	02005923
Total 86110 – BUILDINGS AND IMPROVEMENTS									-41,433.13			
Total 80 – FIXED ASSETS									-41,433.13			
Total 685030 – SCOTTS VLY FIRE DIST.-CAPITAL									-49,860.06			

## Actual Transactions

Transaction Type = Actual; Revenues/Expenditures = R,(E); Chart Fields = GLKey,Character,Object  
 Post On [*@prior-month*] and Revenues/Expenditures [*XP*] and GL Key [*685010, 685020, 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: 685040 – SV FIRE DIST-REGIONAL HAZ RESP</b>												
<b>Character: 60 – SERVICES AND SUPPLIES</b>												
<b>Object: 61221 – TELEPHONE-NON TELECOM 1099</b>												
2026	10	4/30/2026	0426SVFD		Expenditures	685040	60	61221	-152.04	U S BANK CORPOR SVFD 4246-0445	V992019	80096892
Total 61221 – TELEPHONE-NON TELECOM 1099									-152.04			
Total 60 – SERVICES AND SUPPLIES									-152.04			
Total 685040 – SV FIRE DIST-REGIONAL HAZ RESP									-152.04			
									-1,839,514.86			

# SCOTTS VALLEY FIRE PROTECTION DISTRICT

## RESOLUTION NO. 2026-05

### RESOLUTION REQUESTING TEMPORARY TRANSFER OF FUNDS

WHEREAS the Scotts Valley Fire Protection District may be in need of financial assistance during the period of July 1, 2026 to April 24, 2027; and

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

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

The sum of \$2,500,000.00 is needed in anticipation of tax revenues for the operation and maintenance of said district through April 24, 2027.

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

The district agrees to repay this loan by April 24, 2027, together with interest at the current rate per annum received on similar types of investments by the county as determined by the County Treasurer.

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

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, this 13<sup>th</sup> day of May, 2026 by the following vote:

AYES      NOES      ABSENT      ABSTAIN

Director Zachary Raney  
Director Kris Hurst  
Director Daron Pisciotta  
Director Mike Weaver  
Director Ron Whittle

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

ATTEST: \_\_\_\_\_  
Mark Correira, Board Secretary

REVIEWED AND RECOMMENDED:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DISTRIBUTED:

County Auditor  
County Treasurer  
County Counsel



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Hon Board of Directors

From: Mark Correira, Fire Chief

DATE: May 13, 2026

RE: Board Memo 2025-14: Side Letter with IAFF 3577 - Working Out of Classification

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## **Proposed Motion**

Move to approve

## **Background**

A District employee recently met with CalPERS to discuss retirement plans for later this year. Following that meeting, both the employee and the CalPERS representative contacted District Administration regarding language in the current Memorandum of Understanding (MOU) that prevents certain compensation from being CalPERS reportable. Specifically, the provisions governing working out of classification were identified as insufficiently clear to qualify this compensation for pension reporting purposes.

While this language has been part of the MOU since at least 1997 and numerous employees have retired during this period, this reporting issue had not been previously identified or brought to the District's attention.

District administrative staff and the Fire Chief have met with IAFF Local 3577 representatives to address this matter. The parties have reached tentative agreement on revised language as outlined in the attached Side Letter. CalPERS has reviewed the proposed language and confirmed that these revisions would make the affected compensation pension reportable.

## **Recommendation**

Move to approve

# SIDE LETTER OF AGREEMENT

BETWEEN

**SCOTTS VALLEY FIRE PROTECTION DISTRICT**

AND

**SCOTTS VALLEY FIREFIGHTERS I.A.F.F. LOCAL 3577**

This Side Letter of Agreement (Agreement) between the Scotts Valley Fire Protection District (“District”) and the Scotts Valley Firefighters I.A.F.F. Local 3577 (hereinafter referred to as “I.A.F.F. Local 3577”, collectively referred to as the “Parties”) is entered into with respect to the following:

**WHEREAS**, the District and I.A.F.F. Local 3577 are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2025 through June 30, 2028; and

**WHEREAS**, Section 9.04 Work out of Class of the MOU provides for employees to be assigned to work out of classification on a temporary (“acting”) basis; and

**WHEREAS**, this agreement language was established in 1997, the Parties desire to further clarify the method of compensation for employees assigned to work out of classification to ensure consistency in administration and compliance with CalPERS reportable compensation requirements; and

**WHEREAS**, the Parties have satisfied the meet and confer process regarding this clarification.

**NOW, THEREFORE**, THE PARTIES AGREE TO THE REVISIONS TO SECTION 9.04 AS FOLLOWS:

## **Section 9.04 Work Out of Class**

The **District** and the **Union** agree that it is desirable that a highly trained, professional fire prevention and fire suppression force should be developed and maintained. To that end, it is agreed that Employees should be well trained for the work they are expected to perform and that no employee should be ordered to do work for which the employee is not qualified or which is not, in the judgment of the Fire Chief, related to the **District’s** responsibilities with respect to fire prevention or suppression, including improvement or maintenance of the **District’s** property.

The Fire Chief or designee shall be responsible for appointing personnel to acting Captain, Battalion Chief, Deputy Fire Marshal and Fire Marshal positions, except in cases of emergency, when the duty-chief may do so.

### **a) Work Out of Classification Compensation**

If an employee is assigned by the District to work out of classification and performs 100% of the duties of a higher classification, the employee shall be compensated at the base salary rate of Step 1 of the higher classification for all hours worked in the acting assignment.

### **b). Method of Calculation and Payment**

For payroll administration purposes, the District may calculate and pay this compensation as the difference between:

- the employee's base hourly rate; and
  - the base hourly rate of Step 1 of the higher classification
- This difference may be expressed as a fixed hourly differential amount.

These differential amounts:

- are derived from the difference between classification base salary rates; and
- are applied consistently for employees performing the same acting assignment.

**c) Overtime**

Work out of classification compensation shall be included in the employee's regular rate of pay for purposes of calculating overtime, consistent with the Fair Labor Standards Act (FLSA) and current payroll practices.

**d) CalPERS Reportability**

Compensation paid pursuant to this Agreement is intended to qualify as reportable compensation to CalPERS as special compensation for performing duties of a higher classification and shall be reported in accordance with applicable laws and regulations.

Except as expressly provided herein, all other terms and conditions of the MOU remain unchanged and in full force and effect.

DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

SCOTTS VALLEY FIREFIGHTERS I.A.F.F. 3577	SCOTTS VALLEY FIRE PROTECTION DIRSTRIC
Neil Cahir, President	Daron Pisciotta, Board President



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Hon Board of Directors

From: Mark Correira, Fire Chief

DATE: May 13, 2026

RE: Board Memo 2025-16: Policy 503 Fire Marshal Duty Statement

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## **Proposed Motion**

Move to approve

## **Background**

Policy 503 – Fire Marshal Duty Statement was most recently adopted on November 9, 2005, outlining the duties, expectations, and responsibilities for the Fire District's Fire Marshal position. Over the past twenty-one years, the fire prevention and community risk reduction disciplines have evolved significantly, necessitating changes to this position's role and scope.

The proposed revisions to this policy align with modern fire service principles, including a heightened focus on reducing community risks through prevention programs that extend beyond traditional fire inspections and plan reviews. A contemporary fire prevention program must now address all types of risks to all community members, and implement targeted programs to mitigate those risks.

Additionally, the revised policy identifies the Fire Marshal as the primary liaison between the business community and the Fire District, and clarifies the position's function at emergency incidents.

The Fire Chief and Fire Marshal have collaborated extensively on these revisions and are recommending the updated Policy 503 be approved as written.


The key changes will:

- Expand the Fire Marshal's responsibilities to encompass comprehensive community risk reduction
- Formalize the Fire Marshal's role as the business community's point of contact
- Clarify the position's emergency response duties and authorities

These revisions will ensure the Fire Marshal position remains well-suited to address the evolving needs of the Fire District and the community it serves.

## **Recommendation**

Move to approve

<b>Scotts Valley Fire Protection District</b>	
<b>POLICY: 503</b>  <b>DATE APPROVED: 5-13-2026</b>  <b>BOARD PRESIDENT: _____</b>	<b>SUBJECT: Fire Marshal Duty Statement</b>  <b>FIRE CHIEF: _____</b>

**Policy: Fire Marshal Duty Statement**

1. The Fire Marshal shall be responsible for the leadership and management of the fire district’s Fire Prevention Division and Community Risk Reduction (CRR) Program. Under the direction of the Fire Chief, the Fire Marshal shall plan, develop and implement division and program goals and objectives, and prepare correspondence and reports.
2. The Fire Marshal shall review, interpret, and enforce applicable federal, state, local codes and laws, regulations and consensus standards, as they relate to fire and life safety, and fire investigation. The Fire Marshal shall recommend changes and/or amendments to codes, laws, ordinances, and regulations to the Fire Chief and advise the Fire Chief of legislation effecting the District and operations of the Fire Prevention Division.
3. The Fire Marshal shall evaluate, manage and prepare a budget that supports the needs of the Fire Prevention Division and aligns with the Fire District’s goals. The Fire Marshal shall supervise staff assigned to the Fire Prevention Division.
4. The Fire Marshal shall represent the District in meetings, conferences, committees, community groups, and business related groups (e.g. Chamber of Commerce). This includes interaction with private organizations, governmental agencies, architects, engineers, building and health agencies, law enforcement agencies, fire agencies, and other persons regarding fire and life safety and investigative matters.
5. The Fire Marshal shall perform and/or supervise the application and enforcement of fire safety regulations for plan review, building construction, fire protection systems, and maintenance inspections. The Fire Marshal shall remain current on new materials, technologies, and fire prevention practices.
6. The Fire Marshal shall conduct and or coordinate fire cause and origin investigations within the District or region as requested.
7. The Fire Marshal shall inspect occupancies for fire and life safety hazards; be responsible for the issuance of fire clearance for licensed facilities and issue permits for specified operations.



8. The Fire Marshal shall ensure accurate and complete records are maintained for all Fire Prevention Division activities and business transactions of the District.
9. The Fire Marshal shall provide training to suppression personnel regarding fire prevention systems and practices and may participate in and present during after-action reviews.
10. The Fire Marshal shall manage the Community Risk Reduction Program, including public education initiatives and targeted programs designed to reduce identified risks within the District.
11. The Fire Marshal shall conduct fire protection planning through hazard analysis and the development of recommended mitigation strategies.
12. The Fire Marshal shall respond to emergency incidents at the request of the incident commander or duty chief. Incident support duties may include fire investigation including cause and origin determination and interrogation of witnesses, working with local organizations to address sheltering needs, communication with the media, liaising with property owners and insurance representatives, and other functions as determined by the incident commander.

<b>Scotts Valley Fire Protection District</b>	<b>Policy: 503</b>
<b>Subject: Fire Marshal Duty Statement</b>	<b>DATED: <del>November 9, 2005</del></b>

**Policy: *Fire Marshal Duty Statement***

1. The ~~F~~ire ~~M~~arshal shall be responsible for the leadership and management of the fire district's ~~F~~ire ~~P~~revention Division and Community Risk Reduction (CRR) Program. ~~He/She/They shall, under the direction of the fire chief~~Under the direction of the Fire Chief, the Fire Marshal shall plan, develop and implement division and program goals and objectives, and prepare correspondence and reports.
2. The ~~F~~ire ~~M~~arshal shall review, interpret, and enforce applicable federal, state, local codes and laws, regulations and ~~and regulations, including consensus standards~~, as they relate to fire and life safety, and fire investigation. ~~The Fire Marshal shall Recommend to the fire chief~~changes and/or amendments to codes, laws, ordinances, and regulations to the Fire Chief and ~~Advise the Fire Chief of legislation effecting the District and operations of the Fire Prevention Division.~~
3. The Fire Marshal shall evaluate, manage and prepare a budget that supports the needs of the Fire Prevention Division and in alignment aligns with the Fire District's goals. They will also~~The Fire Marshal shall supervise staff assigned to the Fire Prevention Division.~~
4. The ~~F~~ire ~~M~~arshal shall represent the ~~D~~istrict in meetings, conferences, ~~and~~ committees, community groups, and business related groups (e.g. Chamber of Commerce). This includes interaction with private organizations, governmental agencies, architects, engineers, building and health agencies, law enforcement agencies, fire agencies, and other persons regarding fire and life safety, and investigative matters.
5. The ~~F~~ire ~~M~~arshal shall perform and/or supervise the application and enforcement of fire safety regulations for plan review, building construction, fire protection equipment systems, and maintenance inspections. The Fire Marshal shall ~~keep informed of new materials and new fire prevention techniques~~remain current on new materials, technologies, and fire prevention practices.
6. The ~~F~~ire ~~M~~arshal shall conduct and or ~~coordinate~~coordinate fire cause and origin investigations within the District or region as requested.

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Page: 1 of 2

Board Chairperson: \_\_\_\_\_ Fire Chief: \_\_\_\_\_

<b>Scotts Valley Fire Protection District</b>	<b>Policy: 503</b>
<b>Subject: Fire Marshal Duty Statement</b>	<b>DATED: <del>November 9, 2005</del></b>

- 76. The Fire Marshal shall inspect occupancies for fire and life safety hazards; be responsible for the issuance of fire clearance for licensed facilities and issue permits for specified operations.
- 87. The Fire Marshal shall ~~ensure accurate and complete records are maintained for all Fire Prevention Division activities and business transactions of the District.~~ ensure accurate and complete records are maintained for all Fire Prevention Division activities and business transactions of the District.
- 98. - ~~The fire marshal shall provide training to line personnel regarding fire prevention system. They may also participate and present in after action reviews of incidents they were involved in.~~ The Fire Marshal shall provide training to suppression personnel regarding fire prevention systems and practices and may participate in and present during after-action reviews.
- 109. ~~—Manage the community risk reduction program including Fire Safety Education Program targeting fire safety concerns or other programs targeted to lessen the risks in the~~ The Fire Marshal shall manage the Community Risk Reduction Program, including public education initiatives and targeted programs designed to reduce identified risks within the District.
- 110. ~~Conduct fire protection planning through analysis of hazards and recommended mitigations.~~ The Fire Marshal shall conduct fire protection planning through hazard analysis and the development of recommended mitigation strategies.
- 11. ~~Respond to incidents as necessary and perform assignments issued by the incident commander.~~
- 122. The Fire Marshal shall respond to emergency incidents at the request of the incident commander or duty chief. Incident support duties may include fire investigation including cause and origin determination and interrogation of witnesses, working with local organizations to address sheltering needs, ~~sharing information about the incident to~~ communication with the media, liaising with property owners and ~~their insurance companies~~ representatives, and other ~~actions~~ functions as determined by the incident commander.

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# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Hon Board of Directors

From: Mark Correira, Fire Chief

DATE: March 13, 2026

RE: Board Memo 2026-17: RING Radio Update and Joint Powers Authority Discussion Item

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## **Recommendation**

None – discussion only

## **Background**

### *RING Project Update*

Over the past few months, local fire chiefs and elected officials have worked to address impacts from the Regional Interoperable Next Generation (RING) Public Safety Radio Project, which the Board of Supervisors approved on December 18, 2025. Projected one-time capital costs exceed \$24 million for radio infrastructure, with an additional \$10–15 million for radio hardware, and ongoing management and maintenance costs starting at \$1.6 million annually and increasing thereafter. The County serves as the lead agency managing the project, and an Executive Committee comprised of County and City representatives has been established to make recommendations to the Board of Supervisors.

Since project approval, District staff and elected officials continue to advocate for financial relief while exploring alternatives to RING. Since the most recent update, the County has applied for \$10 million in earmarks and grants to offset costs. Additionally, the inaugural RING Executive Committee meeting has been scheduled for May 11, from 1:00 PM to 3:00 PM in the County's Basement Community Room at 701 Ocean Street in Santa Cruz. The RING Executive Committee is subject to Brown Act requirements and open to the public, so Board members may attend. Fire agency representatives have been invited to participate on the Executive Committee, though it remains unclear whether this is a voting or non-voting position.

### *Joint Powers Authority*

The Santa Cruz County Fire Districts have developed a draft Joint Powers Agreement (JPA) document for consideration by their respective agencies. The Agreement's purpose is to collaborate on hiring a firm to evaluate designing and building an independent public safety radio system. This JPA will enable the group to solicit quotes, create a funding model, and advance this project if participating agencies agree.

The attached JPA identifies members, establishes a board of directors, and creates a Radio Communication Systems Fund. The proposed voting structure requires a majority of the Board, with a 4/5ths requirement for specific actions.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

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A quorum for meetings shall consist of a majority of the Board, or four Board members. The Board may only take action through an affirmative vote of a majority of the quorum, except where 4/5ths majority approval is required to issue and approve debt or assess member contributions, with each Member Agency's appointed director entitled to vote. Due to varying agency sizes, the group preferred a higher threshold for member contributions and debt management.

The Santa Cruz County Fire Chiefs Association has approved the transfer of \$100,000 to this JPA once established. These funds will be used for the design and architecture phase to determine the cost of building a separate radio system.

The Draft JPA has been placed on the agenda for information only—no action is being requested. Since the agreement remains in draft form, Board comments, concerns, or suggested edits may be proposed before a final version is presented for consideration. The District's General Counsel has reviewed and approved the agreement to form, and other agencies' general counsel are currently conducting their reviews. Once all the comments and review are complete, Staff will return the final proposed agreement at a later Board Meeting for consideration by the Board.

**Regional Fire Districts Joint Powers Authority  
Of Santa Cruz County**

Joint Powers Agreement

This Agreement is made and entered into by and between the Boulder Creek Fire Protection District (hereinafter referred to as "Boulder Creek"), Ben Lomond Fire Protection District (hereinafter referred to as "Ben Lomond"), Central Fire Protection District of Santa Cruz County (hereinafter referred to as "Central"), Felton Fire Protection District (hereinafter referred to as "Felton"), Scotts Valley Fire Protection District (hereinafter referred to as "Scotts Valley"), and Zayante Fire Protection District (hereinafter referred to as "Zayante") (collectively referred to herein as the "Agencies", or individually as an "Agency"), relating to the joint exercise of powers as the "Regional Fire Districts Joint Powers Authority of Santa Cruz County", a Joint Powers Authority pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*)."

WHEREAS, the Agencies are all "public agencies of the State of California, authorized, pursuant to Government Code Sections 6500 *et seq.*, and thereby authorized to enter into a joint powers agreement to exercise powers common to them"; and

WHEREAS, the Agencies recognize that substantial economies and enhanced services can be provided by coordination of activities and joint operation of some services; and

WHEREAS, with the growth in the community and changes in emergency service organizational demands, the Agencies desire to enter into this Regional Fire Districts Joint Powers Authority agreement to coordinate specific public safety services, including but not limited to communication systems.

NOW THEREFORE, the undersigned Agencies, in consideration of the mutual promises, covenants, and conditions contained herein, agree to the following joint powers agreement as follows:

1. Definitions: Certain terms used in this agreement shall have the meanings as provided in this section.
  - (a) "Board" - the Board of Directors of the Regional Fire Districts Authority of Santa Cruz County.
  - (b) "JPA" - short-form name for (RFDA) Regional Fire Districts Joint Powers Authority of Santa Cruz County.
  - (c) "Member Agency" - one of the public agencies which has executed this JPA and joined in the agreement.
  - (d) "Non-Member Participating Agency" - A public agency that participates in one or more individual service agreements without becoming a member agency of the JPA and who do not possess the right to vote on the general business or governance of the JPA. Non-member participating agencies must be approved the board of the JPA and will only have participation rights as described in the service agreement.
  - (e) "Service Agreement" - an agreement between the Agencies and any joining Non-Member Participating Agency, pursuant to this

Agreement, which establishes how a specific service will be provided and funded.

2. Formation of the Regional Fire Districts Joint Powers Authority of Santa Cruz County. The Agencies, with the consent of their respective legislative bodies, hereby join together for the purpose of providing joint services and to create a joint powers agency to be named "The Regional Fire Districts Joint Powers Authority", which shall be a separate entity from the member agencies who are parties to this agreement, to exercise the powers described herein.

3. Term.

(a) Effective Date. This Agreement shall commence and the JPA become effective on the date that the last Party executes this Agreement (the "Effective Date"), and may terminate at any time upon the affirmative vote of a majority of the Member Agencies (the "Term").

(b) Termination/Withdrawal. Any Agency may withdraw from the JPA by providing six months' notice to the Board, advising the other Agencies in writing that its participation in this Agreement shall terminate at the end of those six months.

(c) Effect of Termination/Withdrawal. Each Agency that participates herein shall, upon termination or withdrawal, remain liable for its proportionate share of any outstanding debt service for system-wide costs which exist at the time of termination. In addition, each Agency shall, upon termination, remain liable for its proportionate share of legal fees and costs, including payment of claims, attributable to uninsured claims, made after the termination of the agreement based upon incidents which occurred when the Agreement was in effect.

4. Contributions: To continue support for existing services, Member Agencies shall be required to make annual contribution amounts as may be determined by the Board, as determined by a 4/5th vote. The Board shall establish any initial contribution levels at a future meeting of the Board, and such levels shall be effective upon written notice to the Member Agencies.

This shall include a fund for the following JPA services:

(1) Radio Communication Systems Fund.

5. Service Authorized Under This Agreement.

(a) The JPA is authorized to and will provide the following services to the Member Agencies:

(1) Emergency communications system infrastructure.

(b) The JPA shall have the authority to provide additional services and programs that are within the scope of responsibilities of the fire services to those Member Agencies and Non-Member Participating Agency that desire to participate in them.

6. Organization of JPA.

(a) Governance by Board. The overall function of the JPA shall be

governed by a Board of Directors appointed by the Member Agencies. The Board shall be organized and operated as provided under Section 7 below.

- (b) Non-Member Participating Agency. At the time of formation of this JPA, the following Parties are listed as Non-Member Participating Agencies:

(1) Santa Cruz County Fire Department

- (c) Service Agreements. For each service to be provided by the JPA, there shall be a separate Service Agreement between the Member Agencies and any Non-Member Participating Agency (collectively, the "Participating Agencies") setting forth the terms and conditions governing the provision of that service. Each such Service Agreement shall provide for representatives from the Participating Agencies to oversee the provision of service under that Service Agreement. A Participating Agency may participate in individual Service Agreements without becoming a Member Agency of the JPA. Any Non-Member Participating Agency must be approved by the JPA Board by a majority vote and will have the participation rights as provided in that particular Service Agreement. The JPA Board shall approve all Service Agreements prior to implementation of the service. Each service provided through the JPA shall have dedicated funding provided, a portion of which will be allocated, on a prorated basis, to fund the proportionate costs of administration and overhead of the JPA.

7. The JPA Board.

- (a) Creation. There is hereby created the Joint Powers Board of Directors ("Board"), which shall be responsible for administering this agreement.
- (b) Composition. The Board shall be comprised of one voting member for each Member Agency, and an alternate who may only vote in the event the regular director is absent. Non-Member Participating Agencies are not entitled to a seat on the Board. Each Member Agency shall appoint a director and alternate to the Board from their own governing body to serve at the will and pleasure of the appointing agency. The alternate director shall either be another director of the Member Agency or its fire chief.
- (c) Meetings. The Board shall act only at meetings noticed and agendized in compliance with the Ralph M. Brown Act and any other applicable law. Meetings shall be called by the Chair or the Vice-Chair, or at the written request of any three directors. Except in an emergency or other circumstances as determined by the Chair as determined by the Chair, Directors shall receive notice, an agenda, and other meeting materials at least seven (7) days before the meeting. Minutes shall be taken of all meetings and distributed to all directors for review and approval by the Board at a subsequent meeting.
- (d) Voting. A quorum for a meeting shall be a majority of the Board, or four Board members. Action may only be taken by the Board through the affirmative vote of a majority of the quorum, except where 4/5th majority approval is required to issue and approve debt or

assess member contributions, with each Member Agency's appointed director entitled to vote. Actions of the Board shall be effective upon approval of a 4/5<sup>th</sup> majority of the members of the Board. In the event of a tie vote, the Board agrees to reopen discussion of the item and again vote until there is a majority action.

- (e) Officers. Annually, in January of each year, the Chair, Vice-Chair, Treasurer, and Board Secretary shall be elected annually at the first Board meeting of each calendar year from the Directors by a majority vote.
- (1) Chair. The Chair shall preside at all Board meetings and sign all necessary documents on behalf of the JPA. The Chair shall determine the scheduling and content of agendas for all meetings, be responsible for overseeing the preparation of the Board and Committee agendas, shall certify all board actions and oversee the maintenance of all JPA records. The Chair may delegate responsibilities to staff, board committees, or other board members as appropriate.
  - (2) Vice-Chair. The Vice-Chair shall preside at meetings in the absence of the Chair and assume the other duties of the Chair in his or her absence.
  - (3) Treasurer. The Treasurer shall be responsible for overseeing the financial affairs of the JPA, including the preparation of the budget and issuance of warrants as provided herein. The Treasurer shall not be the same person currently serving as the Chair or Vice Chair of the Board. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5, including the duty to receive and disburse all JPA funds and to provide a monthly financial report to the Board.
  - (4) Board Secretary. The Board Secretary shall be responsible for the integrity of the JPA governance process. The Board Secretary ensures that all Board actions are documented, legal notices are posted in compliance with state law, and official records are maintained and accessible to the public.
- (f) No Compensation. Directors and alternate directors shall receive no compensation for their services as directors of the Board but shall be entitled to reimbursement for actual and necessary expenses incurred in connection with the business of the JPA. Any reimbursement must be approved, in advance, by the JPA board.

8. Powers of the Board.

The JPA shall have all powers of a public agency reasonably necessary to accomplish its purposes, including without limitation, the following:

- (a) To enter into contracts with public and private entities and individuals to procure necessary services and materials; provide that no contract shall bind the JPA for period in excess of three years, unless all member agencies give their written consent thereto.
- (b) To employ counsel and sue and be sued in its own name.
- (c) To acquire real property within the County of Santa Cruz by any means, to hold, manage, occupy, and dispose of real property.

- (d) To appoint necessary employees and independent contractors, to define their qualifications, and duties and establish appropriate compensation programs.
- (e) To consider and approve agreements with other entities or agencies who are not member agencies of the JPA, but provide appropriate public services which could benefit the citizens of Santa Cruz County.

9. JPA Finances.

- (a) Assessment of Member Agencies and Non-Member Participating Agencies. Member Agencies and Non-Member Participating Agencies shall be assessed for the costs of operation of the JPA as follows:
  - (1) General Services: The basic costs of operation of the JPA, including administration and general overhead shall be shared equally by the Member Agencies. Non-Member Participating Agencies shall contribute a prorated share based as determined by the Member Agencies. If a Member Agency or Non-Member Participating Agency consolidates or withdraws from the JPA, the cost shall be reapportioned among the remaining Member Agencies and Non-Member Participating Agencies so that the cost is shared equally among the remaining agencies.
  - (2) Specific Services: The cost of providing each specific service shall be apportioned amongst the Member Agencies and Non-Member Participating Agencies in the manner as they agree in the Service Agreement for that service.
- (b) Budgeting. Each year by April 1<sup>st</sup>, the JPA Treasurer, in consultation with other Board Officers, and service committees, shall prepare a budget for general services and each specific service for the following fiscal year. The budget for each specific service shall be approved by the appropriate service committee by May 15<sup>th</sup> and adopted by majority (or unanimous?) vote of the Board, not later than June 1<sup>st</sup> of each year. The Board shall hold a public hearing on the proposed budget, which shall be held at a regular meeting of the Board. The proposed budget will be presented to the Board by the Chair at this hearing. Copies of the proposed budget shall be available for public inspection at least ten days prior to the public hearing.
- (c) Debt and Liabilities. To the full extent authorized by California Government Code section 6508.1, the debts, liabilities, and obligations of the JPA shall not constitute debts, liabilities, or obligations of the Member Agencies or their respective members, officers, directors, employees or agents, with the exception of retirement liabilities of the JPA if the JPA contracts with a public retirement system. Each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member Agencies may agree.
- (d) Financial Operation. All monies of the JPA shall be deposited to the Regional Fire Districts Joint Powers Authority bank account(s),

where they will maintain said funds in separate accounts on behalf of the JPA, and provide periodic statements to the JPA of activities on the accounts. All purchases will adhere to the JPA Purchasing Policy (Appendix A) attached. Expenditures for such funds shall only be made upon warrant requests signed by two authorized Board Directors. The Board shall establish each year at their organizational meeting, authority for five directors to sign warrant requests. The five authorized directors shall include the three Board Officers and two additional directors. No expenditures may be made by Board Officers unless authorized under an approved budget, or the expenditure is specifically authorized by the JPA Board or service committee.

- (e) Audit. The Board shall retain an experienced, certified public accountant to audit the books of the JPA after the close of every other fiscal year beginning FY2027. The auditor shall be requested to review all financial procedures and prepare a management letter for the Board as to any recommended modifications to those procedures. Copies of the audit shall be sent to each member agency.

10. Property of the JPA.

Except as otherwise specified in any service agreements, all real property, equipment, materials, and other assets of the JPA shall be considered the joint property of the Member Agencies. Upon termination of the JPA, the JPA assets which are not governed by separate service agreements shall be distributed equally to all members, or they shall be liquidated and the proceeds distributed equally to member agencies or as otherwise agreed to in writing by the member agencies.

- (a) This JPA shall remain in force and effect until terminated by majority vote of the board or withdrawal of all member agencies.
- (b) A member agency may withdraw from this JPA only at the end of a fiscal year and upon at least six months prior written notice to the Board. Upon withdrawal, a Member Agency or Non-Member Participating Agency shall not be entitled to a reimbursement for any JPA assets or cash equivalent thereof. The withdrawing agency shall remain liable along with the other members for any liability incurred by the JPA while it was a member of the joint powers agency, to the extent that the liability cannot be satisfied out of JPA assets. The withdrawing agency shall further be liable for its share of any long term contract which it expressly consented to pursuant to Section 6.(a) above, unless the remaining members agree to assume the withdrawing agency's share.
- (c) A Member Agency may be removed from this Agreement upon: a) Material breach of this Agreement that remains uncured after thirty (30) days written notice and opportunity to correct the material breach; b) Failure to pay required contributions for [ninety (90)] consecutive days after written demand; c) unanimous vote of the remaining Member Agencies following thirty (30) days written notice and opportunity for the subject agency to be heard.
- (d) New Member Agency(s) may only be added by a 4/5 majority vote of the Board and through a revision of the JPA Agreement.

11. Insurance. The JPA shall obtain such insurance protection as determined necessary by the Board to protect the interests of the JPA with limits of liability consistent with best practices. The JPA may use self-insurance and may contract with a Member Agency for insurance services.
12. Government Code Section 6509 Public Entity Designee. In accordance with California Government Code section 6509, the JPA shall exercise its powers in the manner by which Regional Fire Districts Authority exercises its powers, except to the extent this Agreement or the Act specifically provide otherwise. In the event the Regional Fire Districts Authority withdraws as a Member Agency pursuant to this Agreement, the Board shall vote on a replacement public entity designee
13. Disputes. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute through informal negotiations.
  - (a) Internal Review. The Fire Chief of each Member Agency involved in the dispute shall meet and confer within fifteen days of a written request by any Party.
  - (b) Board Review. If the dispute is not resolved at an internal level, the matter shall be referred to the Board of the JPA for discussion at the next regularly scheduled meeting.
  - (c) Mediation. If the Board is unable to resolve the dispute, the Parties agree to submit the matter to non-binding mediation before a mutually agreed-upon neutral mediator in Santa Cruz County, California, prior to initiating any litigation. The cost of mediation shall be shared equally by the Parties.

Indemnification. Each Party ("Indemnitor") to this Agreement agrees to defend, indemnify, and hold harmless the other Party to this Agreement, and the other Party's respective officials, officers, employees, agents, and volunteers ("Indemnitees") from any claims, demands, damages, and liability of any kind or nature, including attorneys' fees and costs (collectively "Claims") which any Indemnitees may sustain or incur or which may be imposed upon it, but only in proportion to and to the extent that such Claims result from, arise out of, or in any manner are caused by the negligent acts or omissions of the Indemnitor, its officials, officers, employees, volunteers, invitees, or others under Indemnitor's control or authority relating to this Agreement. Indemnitor further agrees to waive any rights of subrogation against Indemnitee as qualified by the previous sentence.

Each Party's respective employees remain subject to the direction and control of their respective employer and shall not be considered to be an employee of the other Party. Each Party shall be responsible for the conduct and acts or omissions of its respective employees and shall incur any liabilities arising out of the acts or omissions of its respective personnel relating to this Agreement.

The JPA shall defend with counsel selected by the JPA in its sole discretion, indemnify, and hold harmless each Member Agency, their respective governing board members, officers, agents, employees, and/or volunteers from any and all claims, losses, damages, costs, injuries,

and liabilities of any kind arising from the conduct, activities, operations, acts or omissions of the JPA under this Agreement, except where such indemnification and defense is prohibited by law. The JPA's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the

14. Amendment. The Agreement may be amended only by subsequent written agreement of the Member Agencies. In the event there is a change in law affecting a material term of this agreement, the parties agree to engage in good faith negotiations on a successor agreement within 45 days of the change in law.
15. Construction.
  - (a) The Parties acknowledge and agree that this JPA is intended to supplement, and not to supersede, replace, or terminate any other existing Joint Powers Agreement or Memorandum of Understanding currently in effect between or among any of the parties. All such pre-existing agreements shall remain in full force and effect.
  - (b) The terms of this Agreement shall be liberally construed to achieve the purposes of this Agreement.
  - (c) The terms of this JPA and any Service Agreements shall be construed to harmonize wherever reasonable possible. However, with respect to the provision of a specific service, the terms of a Service Agreement for that service shall supersede any conflicting terms of this JPA.
16. Severability. If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
18. Successors. This Agreement shall be binding upon and inure to the benefit of the any successor agency of any member agency.
19. Entire Agreement. This instrument, and any Service Agreements adopted hereunder, contain the entire agreement between the Parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the Parties.
20. Counterparts. This Agreement may be signed in counterpart and shall become binding and effective, as if all had signed a single copy of this agreement, when all of the duly executed signature pages have been received by the Board Secretary. Each member agency shall be given a photocopy of the complete executed Agreement for its records, and the original executed agreement shall be kept in the JPA files. Facsimile, scanned, and electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOULDER CREEK FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Name:  
Title: Chair, Board of Directors

Date:

BEN LOMOND FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:

FELTON FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:

CENTRAL FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:

SCOTTS VALLEY FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:

ZAYANTE FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:

DRAFT

## Appendix A

### Regional Fire Districts Joint Powers Authority

TITLE: Purchase Policy

#### I. Purpose

The purpose of this Policy is to establish procedures for the purchase of supplies and equipment; to obtain construction and other services by the JPA which will assure the lowest cost commensurate with sound quality and in accordance with appropriate standards and specifications; to provide for positive financial control and to provide for competitive bidding as required by the JPA under a Service Agreement.

#### II. Purchasing Officer:

- a. The JPA Chair is the designated purchasing officer. The Chair may delegate purchasing officer authority.
- b. The Purchasing Officer or designee shall have the authority to:
  - 1) Purchase or contract for supplies, equipment and services required by the JPA in accordance with purchase procedures required by this policy and such other rules and regulations as might be prescribed by resolution of the JPA members.
  - 2) Seek to obtain as full and open competition as possible on all purchases, commensurate with the needs of the JPA.
  - 3) Review and recommend to the JPA Board rules and regulations governing the purchase of supplies, equipment and services.
  - 4) Authorize emergency purchases.

#### III. Purchase Procedure:

- a. The JPA shall purchase equipment, supplies and services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures.
- b. Bidding is not required in the following cases:
  - 1) Emergency purchases and repairs necessary when unforeseen circumstance require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operations of the JPA.
  - 2) When the Purchasing Officer or his designee determines that it is in the best interest of the JPA to renew a contract award from the previous contract period.
  - 3) Emergency purchases and repairs necessary when unforeseen when the total amount involved is less than three (\$3,000) dollars.
  - 4) When the commodity is obtained from a verified sole source

vendor.

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5) Books, publications, recordings, and annual periodicals.

IV. Purchases/Informal Bid Procedure:

Purchases under \$3,000 do not require a purchase order (P.O.) or price quote but the purchaser should shop for the best price.

V. Purchases over \$3,000, but less than \$10,000:

- a. Purchase of supplies, equipment or service over \$3000 shall be made only by P.O. No P.O. shall be issued without the prior approval of the Purchasing Officer or designee.
- b. Propose purchases require three (3) quotes (verbal or written).
- c. Quotes must be written if purchase is over \$5,000.

VI. Formal Bidding - When Required:

- a. The purchase of supplies, equipment and services, when required by law and in accordance with statutory requirements of bidding or proposal procedures, as specified in Section VII below, with an estimated value above \$10,000, shall be by written quote.
- b. The Board must authorize the initiation of a formal bid process at a scheduled meeting if the desired item to be purchased is not included in the current annual budget.

VII. Formal Bidding - Solicitation:

a. Notice Inviting Bids for Construction Projects:

- 1) Notices inviting sealed bids shall include a general description of the work to be performed and shall state where bid forms and specifications may be obtained, and the time and place for bid openings. The notice shall specify the amount and form of bidder's security if required. The notice shall state that bids shall be submitted and contracts awarded pursuant to provisions and any resolutions setting forth other applicable rules and regulations.
- 2) Notices inviting bids shall be published at least once in a newspaper of general circulation printed and published in the county and circulated in the JPA area. A notice shall also be posted on a bulletin board at the offices of all JPA members.
- 3) The Board reserves the right to award a contract under this Section VII(a) to the lowest responsive, responsible bidder.

b. Request for Proposals for Services/Goods:

- 1) Requests for proposals for services and/or goods shall include the general description of the services and/or goods to be acquired and shall state where proposal forms and specifications may be obtained, and the time and place for proposal submittals. The request shall specify that proposals shall be submitted and contracts awarded by the JPA pursuant to provisions and any resolutions setting forth other

applicable rules and regulations.

- 2) The Board reserves the right to award a contract under this Section VII(b) to the proposer that presents the proposal deemed to be in the best interest of the JPA, cost and other factors, as specified in the request for proposals, considered. The Board shall be the sole judge of the weight and permit of the proposals submitted. The Board is not obligated to award the contract to the Proposer offering the lowest price.

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Regional Fire Districts Joint Powers ~~Joint Powers~~ Authority  
Of Santa Cruz County

Joint Powers Agreement

Commented [MC1]: Consider a more descriptive name: Santa Cruz Fire Emergency Response Agency, or Santa Cruz Fire Districts Authority.

This Agreement is made and entered into by and between the Boulder Creek Fire Protection District (hereinafter referred to as "Boulder Creek"), Ben Lomond Fire Protection District (hereinafter referred to as "Ben Lomond"), Central Fire Protection District of Santa Cruz County (hereinafter referred to as "Central"), Felton Fire Protection District (hereinafter referred to as "Felton"), Scotts Valley Fire Protection District (hereinafter referred to as "Scotts Valley"), and Zayante Fire Protection District (hereinafter referred to as "Zayante") (collectively referred to herein as the "Agencies", or individually as an "Agency"), relating to the joint exercise of powers as the "Regional ~~(NAME)~~ Fire Districts Joint Powers Authority of Santa Cruz County", a Joint Powers Authority pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 et seq.)." ~~a joint agency authority.~~

WHEREAS, the Agencies are all "public agencies of the State of California, authorized, pursuant to Government Code Sections 6500 et seq., and thereby authorized to enter into a joint powers agreement to exercise powers common to them"; and

Commented [MC2]: No end quote.

Commented [JM3R2]: ok

WHEREAS, the Agencies recognize that substantial economies and enhanced services can be provided by coordination of activities and joint operation of some services; and

WHEREAS, with the growth in the community and changes in emergency service organizational demands, the Agencies desire to enter into this ~~(NAME) Regional - Fire Districts Joint Powers Joint Powers~~ Authority agreement to coordinate specific public safety services, including but not limited to communication systems.

NOW THEREFORE, the undersigned Agencies, in consideration of the mutual promises, covenants, and conditions contained herein, agree to the following ~~revised~~ joint powers agreement as follows:

Commented [MC4]: Are we revising an agreement, or is this a new JPA?

Commented [JM5R4]: new jpa

1. Definitions: Certain terms used in this agreement shall have the meanings as provided in this section.
  - (a) "Board" - the Board of Directors of the Regional Fire Districts Authority ~~(NAME) of Santa Cruz County~~ Fire Districts Joint Powers Authority.
  - (b) "JPA" - short-form name for (NAME) Regional - Fire Districts ~~Joint Powers~~ Joint Powers Authority of Santa Cruz County.
  - (c) "Member Agency" - one of the public agencies which has executed this JPA and joined in the agreement.
  - (d) "Non-Member Participating Agency" - A public agency that participates in one or more individual service agreements without becoming a member agency of the JPA and who do not possess the right to vote on the general business or governance of the JPA. Non-member participating agencies must be approved the board of the JPA and will only have participation rights as described in the service agreement.
  - (e) "Service Agreement" - an agreement between the Agencies and any joining Non-Member Participating Agency, pursuant to this Agreement, which establishes how a specific service will be

provided and funded.

2. Formation of the Regional (NAME) Fire Districts Joint Powers Authority of Santa Cruz County. The Agencies, with the consent of their respective legislative bodies, hereby join together for the purpose of providing joint services and to create a joint powers agency to be named "The Regional (NAME) Fire Districts Joint Powers Authority", which shall be a separate entity from the member agencies who are parties to this agreement, to exercise the powers described herein.

3. Term.

(a) Effective Date. This Agreement shall commence and the JPA become effective on the date that the last Party executes this Agreement (the "Effective Date"), and may terminate at any time upon the affirmative vote of a majority of the Member Agencies (the "Term").

(b) Termination/Withdrawal. Any Agency may withdraw from the JPA by providing six months' notice to the Board, advising the other Agencies in writing that its participation in this Agreement shall terminate at the end of those six months.

(c) Effect of Termination/Withdrawal. Each Agency that participates herein shall, upon termination or withdrawal, remain liable for its proportionate share of any outstanding debt service for system-wide costs which exist at the time of termination. In addition, each Agency shall, upon termination, remain liable for its proportionate share of legal fees and costs, including payment of claims, attributable to uninsured claims, made after the termination of the agreement based upon incidents which occurred when the Agreement was in effect.

4. Contributions: To continue support for existing services, Member Agencies shall be required to make annual contribution amounts as may be determined by the Board, as determined by a majority-4/5th unanimous vote. The Board shall establish any initial contribution levels at a future meeting of the Board, and such levels shall be effective upon written notice to the Member Agencies.

This shall include a fund for the following JPA services:

(1) Radio Communication Systems Fund.

5. Service Authorized Under This Agreement.

(a) The JPA is authorized to and will provide the following services to the Member Agencies:

(1) Emergency communications system infrastructure.

(b) The JPA shall have the authority to provide additional services and programs that are within the scope of responsibilities of the [fire services] to those Member Agencies and Non-Member Participating Agency that desire to participate in them.

6. Organization of JPA.

(a) Governance by Board. The overall function of the JPA shall be governed by a Board of Directors appointed by the Member Agencies. The Board shall be organized and operated as provided under Section 7 below.

Commented [MC6]: Will this JPA have employees? If so, will need language on retirement liabilities. (e.g. , and retirement liabilities of the JPA if the JPA contracts with a public retirement system.

Commented [JM7R6]: no

Commented [MC8]: This term creates some confusion. I think it intended to mean "emergency and non-emergency services provided by the respective agency." We may want to strike this term and replace it.

(b) Non-Member Participating Agency. At the time of formation of this JPA, the following Parties are listed as Non-Member Participating Agencies:

(1) Santa Cruz County Fire Department

(c) Service Agreements. For each service to be provided by the JPA, there shall be a separate Service Agreement between the Member Agencies and any Non-Member Participating Agency (collectively, the "Participating Agencies") setting forth the terms and conditions governing the provision of that service. Each such Service Agreement shall provide for representatives from the Participating Agencies to oversee the provision of service under that Service Agreement. A Participating Agency may participate in individual Service Agreements without becoming a Member Agency of the JPA. Any Non-Member Participating Agency must be approved by the JPA Board by a majority vote and will have the participation rights as provided in that particular Service Agreement. The JPA Board shall approve all Service Agreements prior to implementation of the service. Each service provided through the JPA shall have dedicated funding provided, a portion of which will be allocated, on a prorated basis, to fund the proportionate costs of administration and overhead of the JPA.

7. The JPA Board.

(a) Creation. There is hereby created the Joint Powers Board of Directors ("Board"), which shall be responsible for administering this agreement.

(b) Composition. The Board shall be comprised of one voting member for each Member Agency, and an alternate who may only vote in the event the regular director is absent. Non-Member Participating Agencies are not entitled to a seat on the Board. Each Member Agency shall appoint a director and alternate to the Board from their own governing body to serve at the will and pleasure of the appointing agency. The alternate director shall either be another director of the Member Agency or its fire chief.

(c) Meetings. The Board shall act only at meetings noticed and agendized in compliance with the Ralph M. Brown Act and any other applicable law. Meetings shall be called by the Chair or the Vice-Chair, or at the written request of any three directors. Except in an emergency or other circumstances as determined by the Chair as determined by the Chair, Directors shall receive notice, an agenda, and other meeting materials at least seven (7) days before the meeting. Minutes shall be taken of all meetings and distributed to all directors for review and approval by the Board at a subsequent meeting.

(d) Voting. A quorum for a meeting shall be a majority of the Board, or four Board members. Action may only be taken by the Board through the affirmative vote of a majority of the quorum, except where unanimous 4/5th majority approval is required to issue and approve debt or assess member contributions, with each Member Agency's appointed director entitled to vote. Actions of the Board shall be effective upon approval of a 4/5th majority of the members of the Board. In the event of a tie vote, the Board agrees to reopen discussion of the item and again vote until there is a majority action.

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(e) Officers. Annually, in January of each year, the Chair, Vice-Chair, Treasurer, and Board Secretary shall be elected annually at the first Board meeting of each calendar year from the Directors by a majority vote.

(1) Chair. The Chair shall preside at all Board meetings and sign all necessary documents on behalf of the JPA. The Chair shall determine the scheduling and content of agendas for all meetings, be responsible for overseeing the preparation of the Board and Committee agendas, shall certify all board actions and oversee the maintenance of all JPA records. The Chair may delegate responsibilities to staff, board committees, or other board members as appropriate.

(2) Vice-Chair. The Vice-Chair shall preside at meetings in the absence of the Chair and assume the other duties of the Chair in his or her absence.

(3) Treasurer. The Treasurer shall be responsible for overseeing the financial affairs of the JPA, including the preparation of the budget and issuance of warrants as provided herein. The Treasurer shall not be the same person currently serving as the Chair or Vice Chair of the Board. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5, including the duty to receive and disburse all JPA funds and to provide a monthly financial report to the Board.

(4) Board Secretary. The Board Secretary shall be responsible for the integrity of the JPA governance process. The Board Secretary ensures that all Board actions are documented, legal notices are posted in compliance with state law, and official records are maintained and accessible to the public.

(f) No Compensation. Directors and alternate directors shall receive no compensation for their services as directors of the Board but shall be entitled to reimbursement for actual and necessary expenses incurred in connection with the business of the JPA. Any reimbursement must be approved, in advance, by the JPA board.

8. Powers of the Board.

The JPA shall have all powers of a public agency reasonably necessary to accomplish its purposes, including without limitation, the following:

(a) To enter into contracts with public and private entities and individuals to procure necessary services and materials; provide that no contract shall bind the JPA for period in excess of three years, unless all member agencies give their written consent thereto.

(b) To employ counsel and sue and be sued in its own name.

(c) To acquire real property within the County of Santa Cruz by any means, to hold, manage, occupy, and dispose of real property.

(d) To appoint necessary employees and independent contractors, to define their qualifications, and duties and establish appropriate compensation programs.

(e) To consider and approve agreements with other entities or agencies who are not member agencies of the JPA, but provide appropriate public services which could benefit the citizens of Santa Cruz County.

Commented [VT9]: 2 options:

1) The option included in-line here.

2) Appoint a controller, too. For example: "The Board shall elect one of its members to serve as Treasurer, who shall be responsible for financial oversight and policy. The Board shall also appoint the X [i.e., a finance director of a member agency, or some other person/job title/auditor] to serve as Controller, who shall perform the ministerial duties of maintaining the books, issuing checks, and coordinating the annual audit under the Treasurer's direction."

Commented [JM10R9]: do not agree-redundant but if the JPA grows so large it needs employees we can revisit the topic.

9. JPA Finances.

(a) Assessment of Member Agencies and Non-Member Participating Agencies. Member Agencies and Non-Member Participating Agencies shall be assessed for the costs of operation of the JPA as follows:

- (1) General Services: The basic costs of operation of the JPA, including administration and general overhead shall be shared equally by the Member Agencies. Non-Member Participating Agencies shall contribute a prorated share based as determined by the Member Agencies. If a Member Agency or Non-Member Participating Agency consolidates or withdraws from the JPA, the cost shall be reapportioned among the remaining Member Agencies and Non-Member Participating Agencies so that the cost is shared equally among the remaining agencies.
- (2) Specific Services: The cost of providing each specific service shall be apportioned amongst the Member Agencies and Non-Member Participating Agencies in the manner as they agree in the Service Agreement for that service.

(b) Budgeting. Each year by April 1<sup>st</sup>, the JPA Treasurer, in consultation with other Board Officers, and service committees, shall prepare a budget for general services and each specific service for the following fiscal year. The budget for each specific service shall be approved by the appropriate service committee by May 15<sup>th</sup> and adopted by majority (or unanimous?) vote of the Board, not later than June 1<sup>st</sup> of each year. The Board shall hold a public hearing on the proposed budget, which shall be held during [INSERT TIME] at a regular meeting of the Board. The proposed budget will be presented to the Board by the Chair at this hearing. Copies of the proposed budget shall be available for public inspection at least ten days prior to the public hearing.

~~(b)~~(c) Debt and Liabilities. To the full extent authorized by California Government Code section 6508.1, the debts, liabilities, and obligations of the JPA shall not constitute debts, liabilities, or obligations of the Member Agencies or their respective members, officers, directors, employees or agents, with the exception of retirement liabilities of the JPA if the JPA contracts with a public retirement system. Each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member Agencies may agree.

~~(c)~~(d) Financial Operation. All monies of the JPA shall be deposited to the (NAME) Regional Fire Districts Joint Powers Authority bank account(s), where they will maintain said funds in separate accounts on behalf of the JPA, and provide periodic statements to the JPA of activities on the accounts. All purchases will adhere to the JPA Purchasing Policy (Appendix A) attached. Expenditures for such funds shall only be made upon warrant requests signed by two authorized Board Directors. The Board shall establish each year at their organizational meeting, authority for five directors to sign warrant requests. The five authorized directors shall include the three Board Officers and two additional directors. No expenditures may be made by Board Officers unless authorized under an approved budget, or the expenditure is specifically authorized by the JPA Board or service committee.

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~~(e)~~ (e) Audit. The Board shall retain an experienced, certified public accountant to audit the books of the JPA after the close of every other fiscal year beginning FY2027. The auditor shall be requested to review all financial procedures and prepare a management letter for the Board as to any recommended modifications to those procedures. Copies of the audit shall be sent to each member agency.

10. Property of the JPA. Except as otherwise specified in any service agreements, all real property, equipment, materials, and other assets of the JPA shall be considered the joint property of the Member Agencies. Upon termination of the JPA, the JPA assets which are not governed by separate service agreements shall be distributed equally to all members, or they shall be liquidated and the proceeds distributed equally to member agencies or as otherwise agreed to in writing by the member agencies.

(a) This JPA shall remain in force and effect until terminated by majority vote of the board or withdrawal of all member agencies.

(b) A member agency may withdraw from this JPA only at the end of a fiscal year and upon at least six months prior written notice to the Board. Upon withdrawal, a Member Agency or Non-Member Participating Agency shall not be entitled to a reimbursement for any JPA assets or cash equivalent thereof. The withdrawing agency shall remain liable along with the other members for any liability incurred by the JPA while it was a member of the joint powers agency, to the extent that the liability cannot be satisfied out of JPA assets. The withdrawing agency shall further be liable for its share of any long term contract which it expressly consented to pursuant to Section 6.(a) above, unless the remaining members agree to assume the withdrawing agency's share.

(c) A Member Agency may be removed from this Agreement upon: a) Material breach of this Agreement that remains uncured after thirty (30) days written notice and opportunity to correct the material breach; b) Failure to pay required contributions for [ninety (90)] consecutive days after written demand; c) unanimous vote of the remaining Member Agencies following thirty (30) days written notice and opportunity for the subject agency to be heard.

(d) New Member Agency(s) may only be added by a unanimous 4/5 majority vote of the Board and through a revision of the JPA Agreement.

11. Insurance. The JPA shall obtain such insurance protection as determined necessary by the Board to protect the interests of the JPA with limits of liability consistent with best practices. The JPA may use self-insurance and may contract with a Member Agency for insurance services.

12. Government Code Section 6509 Public Entity Designee. In accordance with California Government Code section 6509, the JPA shall exercise its powers in the manner by which Regional Fire Districts Authority [name Member Agency] exercises its powers, except to the extent this Agreement or the Act specifically provide otherwise. In the event the Regional Fire Districts Authority [Member Agency name] withdraws as a Member Agency pursuant to this Agreement, the Board shall vote on a

**Commented [VT11]:** Have you considered insurance, including casualty insurance for all JPA assets (with premiums to be paid by all Agencies), liability insurance (cost shared proportionately), what happens with uninsured claims (i.e. does one agency pay for these, and then bill the proportionate share - as set here) to the members?

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replacement public entity designee

~~11-~~13. Disputes. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute through informal negotiations.

- (a) Internal Review. The Fire Chief of each Member Agency involved in the dispute shall meet and confer within fifteen days of a written request by any Party.
- (b) Board Review. If the dispute is not resolved at an internal level, the matter shall be referred to the Board of the JPA for discussion at the next regularly scheduled meeting.
- (c) Mediation. If the Board is unable to resolve the dispute, the Parties agree to submit the matter to non-binding mediation before a mutually agreed-upon neutral mediator in Santa Cruz County, California, prior to initiating any litigation. The cost of mediation shall be shared equally by the Parties.

~~12-~~ Indemnification. Each Party ("Indemnitor") to this Agreement agrees to defend, indemnify, and hold harmless the other Party to this Agreement, and the other Party's respective officials, officers, employees, agents, and volunteers ("Indemnitees") from any claims, demands, damages, and liability of any kind or nature, including attorneys' fees and costs (collectively "Claims") which any Indemnitees may sustain or incur or which may be imposed upon it, but only in proportion to and to the extent that such Claims result from, arise out of, or in any manner are caused by the negligent acts or omissions of the Indemnitor, its officials, officers, employees, volunteers, invitees, or others under Indemnitor's control or authority relating to this Agreement. Indemnitor further agrees to waive any rights of subrogation against Indemnitee as qualified by the previous sentence. \_

Each Party's respective employees remain subject to the direction and control of their respective employer and shall not be considered to be an employee of the other Party. Each Party shall be responsible for the conduct and acts or omissions of its respective employees and shall incur any liabilities arising out of the acts or omissions of its respective personnel relating to this Agreement.

The JPA shall defend with counsel selected by the JPA in its sole discretion, indemnify, and hold harmless each Member Agency, their respective governing board members, officers, agents, employees, and/or volunteers from any and all claims, losses, damages, costs, injuries, and liabilities of any kind arising from the conduct, activities, operations, acts or omissions of the JPA under this Agreement, except where such indemnification and defense is prohibited by law. The JPA's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the

~~13-~~14. Amendment. The Agreement may be amended only by subsequent written agreement of the Member Agencies. In the event there is a change in law affecting a material term of this agreement, the parties agree to engage in good faith negotiations on a successor agreement within 45 days of the change in law.

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Commented [JM12]: upon JPA formation we should select one legal counsel to represent.

14-15. Construction.

- (a) The Parties acknowledge and agree that this JPA is intended to supplement, and not to supersede, replace, or terminate any other existing Joint Powers Agreement or Memorandum of Understanding currently in effect between or among any of the parties. All such pre-existing agreements shall remain in full force and effect.
- (b) The terms of this Agreement shall be liberally construed to achieve the purposes of this Agreement.
- (c) The terms of this JPA and any Service Agreements shall be construed to harmonize wherever reasonable possible. However, with respect to the provision of a specific service, the terms of a Service Agreement for that service shall supersede any conflicting terms of this JPA.

15-16. Severability. If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16-17. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.

17-18. Successors. This Agreement shall be binding upon and inure to the benefit of the any successor agency of any member agency.

18-19. Entire Agreement. This instrument, and any Service Agreements adopted hereunder, contain the entire agreement between the Parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the Parties.

19-20. Counterparts. This Agreement may be signed in counterpart and shall become binding and effective, as if all had signed a single copy of this agreement, when all of the duly executed signature pages have been received by the Board Secretary. Each member agency shall be given a photocopy of the complete executed Agreement for its records, and the original executed agreement shall be kept in the JPA files. Facsimile, scanned, and electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOULDER CREEK FIRE PROTECTION DISTRICT

FELTON FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Name:  
Title: Chair, Board of Directors  
Date:

\_\_\_\_\_  
Name:  
Title: Chair, Board of Directors  
Date:

BEN LOMOND FIRE PROTECTION DISTRICT

CENTRAL FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Name:  
Title: Chair, Board of Directors  
Date:

\_\_\_\_\_  
Name:  
Title: Chair, Board of Directors  
Date:

SCOTTS VALLEY FIRE PROTECTION DISTRICT

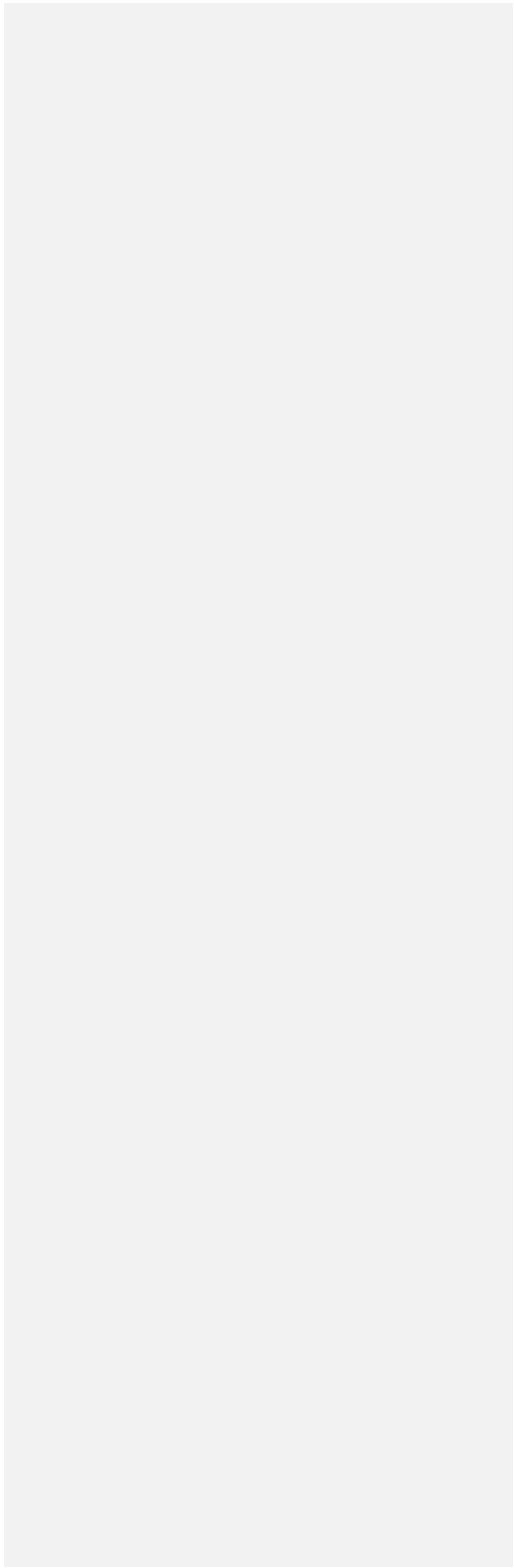
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Name:  
Title: Chair, Board of Directors  
Date:

ZAYANTE FIRE PROTECTION DISTRICT

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Name:  
Title: Chair, Board of Directors  
Date:



## Appendix A

Regional Fire Districts Joint Powers Authority ~~NAME FIRE DISTRICTS JPA~~

TITLE: Purchase Policy

### I. Purpose

The purpose of this Policy is to establish procedures for the purchase of supplies and equipment; to obtain construction and other services by the JPA which will assure the lowest cost commensurate with sound quality and in accordance with appropriate standards and specifications; to provide for positive financial control and to provide for competitive bidding as required by the JPA under a Service Agreement.

### II. Purchasing Officer:

- a. The JPA Chair is the designated purchasing officer. The Chair may delegate purchasing officer authority.
- b. The Purchasing Officer or designee shall have the authority to:
  - 1) Purchase or contract for supplies, equipment and services required by the JPA in accordance with purchase procedures required by this policy and such other rules and regulations as might be prescribed by resolution of the JPA members.
  - 2) Seek to obtain as full and open competition as possible on all purchases, commensurate with the needs of the JPA.
  - 3) Review and recommend to the JPA Board rules and regulations governing the purchase of supplies, equipment and services.
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- a. Notice Inviting Bids for Construction Projects:
  - 1) Notices inviting sealed bids shall include a general description of the work to be performed and shall state where bid forms and specifications may be obtained, and the time and place for bid openings. The notice shall specify the amount and form of bidder's security if required. The notice shall state that bids shall be submitted and contracts awarded pursuant to provisions and any resolutions setting forth other applicable rules and regulations.
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# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Hon Board of Directors

From: Mark Correira, Fire Chief

DATE: May 13, 2026

RE: Board Memo 2025-15: City of Scotts Valley Impact Fee Memorandum of Understanding

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## **Proposed Motion**

Move to approve

## **Background**

On November 12, 2025, the Board approved Resolution 2025-18, which formally adopted the Fire Facilities Impact Fee Study (nexus study), delegated implementation authority to staff, and authorized related administrative actions. As previously discussed, the Fire District lacks statutory authority to directly impose impact fees; therefore, city and county must adopt these fees on the District's behalf.

Over the past several months, the District's General Counsel, in collaboration with legal staff from our General Counsel's former law firm, has worked closely with the City of Scotts Valley to develop an implementation framework for these fees. The proposed Memorandum of Understanding will enable the City to incorporate the impact fee into their fee schedule and collect these fees from new developments within the District's service area. In return for providing this collection service, the City will retain a 5% administrative fee, which has been built into the fee structure. Collected funds will be transferred to the District on a monthly basis or more frequently as needed.

The City Council approved this MOU at their May 6th Regular City Council Meeting, and their ordinance is effective on June 19, 2026. Once in effect, the fees can begin being collected.

Additionally, the District's General Counsel has begun similar discussions with Santa Cruz County and anticipates presenting a comparable agreement for Board consideration at a future meeting.

## **Recommendation**

Move to approve

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN SCOTTS VALLEY FIRE DISTRICT  
AND CITY OF SCOTTS VALLEY FOR THE ESTABLISHMENT, IMPOSITION AND COLLECTION OF IMPACT FEES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (“Effective Date”), by and between **SCOTTS VALLEY FIRE DISTRICT (“District”)**, a fire district organized and existing pursuant to the Fire Protection District Law of 1987 and charged with providing fire protection services within its jurisdictional boundaries, and the **CITY OF SCOTTS VALLEY (“City”)**, a California general law city and municipal corporation duly organized and existing under the constitution and laws of the state of California. The District and City may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, pursuant to the Mitigation Fee Act (Government Code §§ 66000-66025), local agencies may establish, increase, or impose fees (“Impact Fees”) as a condition of approval of development to mitigate the impacts of such development on public facilities; and

**WHEREAS**, new development within the District and the City increases the need and demand for fire protection services and other emergency services, including, but not limited to, the need for certain capital facilities and other capital assets provided by the District; and

**WHEREAS**, wildfires are a frequent natural disaster in California, causing significant harm and loss to individuals, communities, property, and great swaths of natural landscape, and the frequency, duration and size of wildfires have increased over the last several decades; and

**WHEREAS**, as climate change extends and exacerbates fire risk in California, there are areas within the District and the City that are at relatively high risk for fire and according to the Santa Cruz County Climate Vulnerability Technical Compendium (January 2025), the decadal probability of a wildfire is projected to increase to the 50th and 90th percentiles for 2040s and 2070s, respectively, compared to historical baseline for emissions scenarios; and

**WHEREAS**, on June 11, 2025, the District adopted the Scotts Valley Fire District Hazard Map Ordinance No. 2025-1, establishing fire hazard severity zones (FHSZ) within the District, including FHSZs high and moderate fire hazard zones, thereby increasing the need for fire protection services and facilities; and

**WHEREAS**, the City may be asked to review and approve new development projects located within the District, including within FHSZ that are designated as high and moderate; and

**WHEREAS**, at the request of the District and in compliance with the Mitigation Fee Act, the City Council may establish impact fees that are collected on behalf of the District upon new development within the District and the City pursuant to the Mitigation Fee Act; and

**WHEREAS**, the District has caused to be prepared a Fire Facilities Impact Fee Study (“Report”) for the purposes of establishing the legal and policy basis for imposing the Impact Fee within the District, and the City has reviewed the Report, which is incorporated herein and made by reference a part hereof; and

**WHEREAS**, on November 12, 2025, the Board of Directors of the District adopted Resolution No. 2025-18, approving the Report, making the required findings in Government Code section 66001(a), and requesting the City Council adopt the Impact Fees proposed therein; and

**WHEREAS**, the Report was made available for public review 10 days prior to the public hearing conducted by the District and for 10 days prior to the public hearing conducted by the City Council and notice of the City’s public hearing was published in the Scotts Valley Press Banner on April 17, 2026, and April 24, 2026, in accordance with Section 66018 of the Mitigation Fee Act; and

**WHEREAS**, on May 6, 2026, the City Council conducted a public hearing and then adopted Ordinance No. 203, establishing the Fire Facilities Fee, and adopting Resolution No. 2092 approving the Report and adopting the Impact Fees therein; and

**WHEREAS**, the City and District now desire to memorialize the terms upon which the Impact Fees shall be imposed, collected, and distributed, pursuant to the terms of this MOU.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. **ESTABLISHMENT OF IMPACT FEES.** In seeking to establish a new Impact Fee for fire protection services, the District shall provide the City with all information, documentation, studies, reports, and proposed findings required under the Mitigation Fee Act. District shall provide the amount of the Impact Fee to be collected through the City’s development process from any development project within the boundaries of District and the City and shall transmit said proposed fee amount in writing to the City with all supporting documentation. District hereby warrants that any proposed establishment of an Impact Fee complies with all provisions of the Mitigation Fee Act.

Once adopted by the City, any establishment of an Impact Fee (or amendment or change to an existing fee) shall not become effective until sixty (60) days after final City approval pursuant to Government Code section 66017(a).

2. **CALCULATION OF IMPACT FEES.** District understands that City staff shall rely on the information and analysis District provides to the City.

3. **ADMINISTRATIVE CHARGE.** In consideration of the City collecting Impact Fees on behalf of District, City shall retain five percent (5%) of all Impact Fees collected on behalf of District as an administrative charge. The administrative charge provided for in this MOU shall be applied to any fee disbursed after execution of this MOU even if the impact fee was collected prior to execution of this MOU.

4. **DISBURSEMENT PROCEDURE.** City and District agree that the City shall disburse Impact Fees, less the Administrative charge, to the District on a monthly basis, unless otherwise agreed to by both Parties. For inquiries relating to the disbursement of Impact Fees, the City may contact the District’s Administration Department and the District may contact the City’s Finance Department.

5. **TIME OF IMPACT FEE COLLECTION.** Any new Impact Fee will not be collected until the date of the final inspection or when the certificate of occupancy is issued, whichever comes first, unless otherwise specified by the Mitigation Fee Act or other State law.

6. **RESPONSIBILITIES UNDER THE MITIGATION FEE ACT.**

6.1. Compliance with the Mitigation Fee Act. District hereby warrants that any Impact Fees the City imposes and collects on its behalf complies with the requirements of the Mitigation Fee Act. District agrees to assist the City with any inquiries related to the collection or the amount of Impact Fees, including, but not limited to, whether certain projects are exempt from the collection of Impact Fees.

6.2. Deposit, and Disbursement of Fees. City shall deposit collected Impact Fees in accordance with Government Code section 66006(a). The City shall disburse fees to the District on a monthly basis, unless otherwise agreed to by both Parties. In the event any issues arise about the disbursement of collected Impact Fees, the District and the City shall work together in good faith to resolve the issues within a reasonable time and the City may withhold disbursement until the issue is resolved.

- 6.3. Accounting and Audit. The City shall account for the collected funds, and the District shall account for the expended Impact Fees in compliance with the Mitigation Fee Act. The District shall have the sole responsibility to account for the expenditure of Impact Fees and perform, at its sole expense, any audit required under the Mitigation Fee Act. To the extent that the District requires information from the City to comply with the Mitigation Fee Act, including, but not limited to, Government Code section 66006(b), the District may request that information from the City in writing and the City shall respond, in writing, with that information in no more than ten (10) calendar days.

Per Government Code section 66006(e), the City shall also inform an applicant at the time of the collection of Impact Fees: (1) that the applicant has a right to request an audit pursuant to Government Code section 66023; (2) that the applicant has a right to file a written request for mailed notice of the meeting of when the City Council is reviewing the Annual Report (defined below); and (3) the website link where the Annual Report (defined below) is made available.

- 6.4. Annual Reporting Requirements. The District shall ensure compliance with the annual reporting requirements (“Annual Report”) under Government Code section 66006(b). The District shall be responsible for preparing the Annual Report regarding the Impact Fees and shall provide the Annual Report to the City no later than sixty (60) days before the Annual Report is statutorily required to be made available to the public. For clarity, the District shall provide the Annual Report to the City on or before November 1st of each calendar year.

Upon request from the District, the City shall provide the necessary information relating to the Impact Fees for the District to prepare the Annual Report. Such information from the City shall not be unreasonably delayed.

The City shall ensure that the City Council makes the Annual Report available to the public no later than one hundred eighty (180) days after the last day of the fiscal year, in accordance with the Mitigation Fee Act, as amended. Further, the City shall ensure that the Annual Report and the notice of the time and place of the City Council meeting whereby the City Council considers approval of the Annual Report be provided not less than fifteen (15) days after the Annual Report is made available to the public.

The Parties understand and agree that cooperation between the City and the District is necessary to comply with Annual Report requirements of the Mitigation Fee Act.

- 6.5. Five-Year Report. The District shall ensure compliance with the five-year reporting and findings requirements (“Five-Year Report”) under Government Code section 66001(d). The District shall be responsible for preparing the Five-Year Report regarding the Impact Fees and shall provide the Five-Year Report for the City Council to consider, at the same time the District provides the Annual Report, and will provide it no later than sixty (60) days before the Annual Report is statutorily required to be made available to the public. It is the District’s intention to report to the public the information included the Five-Year Report on an annual basis.

Upon request from the District, the City shall provide the necessary information relating to the Impact Fees for the District to prepare the Five-Year Report. Such information from the City shall not be unreasonably delayed. The Parties understand and agree that cooperation between the City and the District shall be necessary to comply with the Five-Year Report requirements under the Mitigation Fee Act.

The City shall ensure that the City Council considers the approval of the Five-Year Report at the same time the City Council considers the Annual Report.

6.6. Posting Impact Fees. In accordance with Government Code section 65940.1, both the City and the District shall make any Impact Fees imposed on behalf of the District, including a written fee schedule, available on its respective websites.

7. **DISPUTES AS TO IMPACT FEES.** In the event of any disputes arising from claims related to the Impact Fees, the District and the City shall work together in good faith to resolve the issues within a reasonable time. If the Parties cannot resolve the issues in dispute within sixty (60) days, then the Parties agree that any and all disputes, claims or controversies arising out of or relating to this MOU shall be submitted to non-binding mediation prior to instituting litigation in any court. The Parties shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The Parties agree that they shall participate in the mediation in good faith and that they shall share equally in its costs. The mediation shall be held in Santa Cruz County. Any agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction over the matter. Such agreements shall be binding upon the Parties and may be entered as a judgment in accordance with applicable legal standards.

In the event of any application to reduce or appeal an Impact Fee by an applicant, disagreement regarding the amount or the application of any Impact Fees collected, or any protest under Government Code section 66020, the City shall provide a copy of the protest or appeal to the District within forty-eight (48) hours, unless the period ends on a weekend or holiday, in which case it extends to the next business day. The District shall review the protest or appeal and provide a written response to the City within 20 days. If the City disagrees or questions the written response, the Parties shall meet in good faith and within 5 business days to discuss the response and agree to language acceptable to both Parties. In the event the Parties cannot agree, the City shall adopt the District's response subject to the District's duty to indemnify the City as provided in Section 8 below. The District shall reimburse the City for any expenses, including, but not limited to, staff time incurred addressing the protest or appeal.

The Parties understand and acknowledge that a protest or appeal relating to the Impact Fee must be filed at the time of approval or conditional approval of the development, or within ninety (90) days after the date of the imposition of the Impact Fee.

8. **INDEMNIFICATION.** The District shall hold harmless, indemnify and defend the City, its elective and appointive boards, commissions, officers, agents, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) regarding the District's impact fees and the imposition or collection of the Impact Fees. This indemnity shall not apply to any claims brought by the District for default of this Agreement, or for claims brought by the City or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of City.

The District's duty to indemnify, protect, defend and hold harmless as set forth in this section shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. The District's responsibility to indemnify, defend, and hold harmless the City, its elective and appointive boards, commissions, officers, agents, and employees under this section shall not extend to the active negligence or willful misconduct of the City. This section shall survive the termination of this Agreement.

9. **TERMINATION OF MOU.** Either Party may terminate this MOU by providing one hundred eighty (180) days' written notice to the other Party for any reason. Termination of the MOU relieves the City of the obligation to collect Impact Fees only after expiration of the one hundred eighty (180) days' notice, unless the Parties mutually agree in writing to cease collection of the Impact Fees sooner. In addition, the City reserves the right to stop collecting the Impact Fees, and agrees to provide the District notice within seventy-two (72) hours of

the City evoking such right, only in the event of a change in law related to the collection of impact fees or the filing of a lawsuit which challenges the City's right to impose or collect the Impact Fee.

- 10. **COUNTERPARTS.** This MOU may be executed in counterparts, and all counterparts together shall be construed as one document. Counterparts hereof that are transmitted by facsimile or electronic transmission shall be given identical legal effect as an original.
- 11. **GOVERNING LAW.** This MOU shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. All actions or proceedings brought to enforce the terms and conditions of this MOU shall be maintained in Santa Cruz County, California. No such action may be instituted by either party until they have met and conferred in good faith over any disputed issues.
- 12. **SEVERANCE.** Any provision, sentence, or word of this MOU that proves to be invalid or illegal shall in no way affect, impair, or invalidate any other provision, sentence, or word of this MOU and such other provisions, sentences, and words shall remain in full force and effect.
- 13. **ENTIRE AGREEMENT.** This MOU contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements. This MOU may be modified only in writing signed by both Parties.
- 14. **AUTHORITY.** Each Party warrants to each other that the individual signing this MOU on behalf of such party is fully authorized to bind such party and agrees to be bound by this MOU as of the effective date of this Agreement.
- 15. **DRAFTING PARTY.** This MOU is created as a joint effort of both Parties and shall not be interpreted against either Party as the drafter of the MOU.
- 16. **ATTORNEYS' FEES.** In the event either Party institutes legal action to enforce its rights under this MOU, in whatever forum, public or private, each Party shall be solely responsible for its costs and attorneys' fees. No court shall have authority or jurisdiction to rule or order contrary to this section.
- 17. **NO THIRD-PARTY RIGHTS.** This MOU has been created exclusively for the benefit of the signatory parties and no rights are created in any third party by entry into this MOU.
- 18. **EFFECTIVE DATE.** The effective date of this MOU shall be upon execution by the Parties.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 2026

Dated: \_\_\_\_\_, 2026

**SCOTTS VALLEY FIRE DISTRICT**

**CITY OF SCOTTS VALLEY**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
[Name]  
District Attorney

**ATTEST:**

By: \_\_\_\_\_  
[Name]  
District Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kirsten Powell  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Cathie Simonovich  
City Clerk



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Hon Board of Directors

From: Mark Correira, Fire Chief

DATE: May 13, 2026

RE: Board Memo 2025-12: Policy 401 Fire District Divisions

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## **Proposed Motion**

Move to approve

## **Background**

Policy 401 - Fire District Divisions was most recently adopted on April 14, 2021, and outlines the major organizational divisions within the Fire District. In an effort to create more flexibility in these assignments, Staff is recommending the following revisions to this policy:

- Highlight the primary Divisions as: Administration, Training, Support Services, EMS, and Community Risk Reduction/Fire Prevention
- Identify Health and Safety, Information Technology, and Emergency Operations as distinct District Programs
- Refresh the responsibilities for each Division and Program, and provide definitions for some of the Programs


The primary benefits of these changes are to:

1. Allow for more flexibility in Battalion Chief assignments based on their individual strengths and expertise
2. Enable Battalion Chiefs to manage a different Division while retaining responsibility for a specific Program
3. Facilitate cross-training to broaden the Battalion Chiefs' backgrounds and strengthen the overall leadership team
4. Encourage Battalion Chiefs to bring a fresh perspective to Divisions or Programs they oversee

This increased flexibility and cross-training of skills and knowledge will ultimately enhance the Fire District's operational effectiveness and service delivery.

## **Recommendation**

Move to approve

<b>Scotts Valley Fire Protection District</b>	
<b>POLICY: 401</b>  <b>DATE APPROVED: 05/10/2026</b>  <b>BOARD PRESIDENT:</b> _____	<b>SUBJECT: Fire District Divisions and Programs</b>   <b>FIRE CHIEF:</b> _____

**Policy 401: Fire District Divisions**

The Scotts Valley Fire Protection District is organized into five (5) main divisions:


- Administration
- Fire Prevention
- Training Division
- EMS Division
- Support Services Division

**Divisions**

The Administration Division is responsible for all district operations, promulgating necessary orders, policies, rules and regulations to carry out the policy of the fire district and to accomplish the mission. It enforces those laws of the State of California for which the fire chief is responsible. It is responsible for finance, preparation, submission and administration of the budget. It administers the mutual aid and other fire protection agreements and contracts to which the fire district is signatory. It is responsible for preparation and maintenance of reports, records and correspondence. Personnel, human resources, payroll and fire corps volunteers are part of the Administration Division. The Administration Division is under the management of the fire chief.

The Fire Prevention Division is responsible for fire safety education, enforcement of the District’s Fire Code, statutes of the State of California, and the federal government, and all Scotts Valley Fire Protection District and Santa Cruz County laws and ordinances pertaining to fire, hazardous materials and panic hazards. It develops procedures for routine and special inspection; issues permits; keeps records and statistics and cooperates with related city, county, state and federal departments and agencies. It investigates suspicious fires in cooperation with law enforcement and the Santa Cruz County Fire Investigation Task Force, and it coordinates the fire prevention activities of the suppression staff with approval of the fire chief. Personnel of this division perform such fire suppression duties as the fire chief may direct. The Fire Prevention Division is under the management of the Fire Marshal.

The Support Services Division is responsible for the management and maintenance of apparatus, equipment and facilities and purchasing of equipment, design and construction of

<b>Scotts Valley Fire Protection District</b>	
<b>POLICY: 401</b>	<b>SUBJECT: Fire District Divisions</b>

facilities, and other logistical functions are the responsibility of this division. The Support Services Division is under the management of a shift battalion chief.

The Training Division is responsible for all aspects of personnel training for all District personnel. The training program includes education and training of incumbent personnel, meeting training and safety mandates and career development training . The Training and Safety Division is also responsible for preparing promotional tests and examination processes. This division will coordinate closely with other allied agencies to assure consistency of training methods and procedures. The Training Division is under the management of a shift battalion chief.

The Emergency Medical Services (EMS) Division is responsible for all aspects of the District’s delivery of emergency medical services. This includes strategic leadership of the Division, tracking and supervision of all certifications and licenses, policy development and compliance, collaboration with the medical director on clinical direction and innovation, and oversight of quality assurance and improvement (QA/QI).

**Programs**


In addition to managing and leading a division, the Battalion Chiefs and Fire Marshal shall manage at least one (1) of the following programs:

- Community Risk Reduction
- Emergency Operations
- Health and Safety
- Information Technology

The Community Risk Reduction (CRR) program is responsible for the leading the District’s programs that lessen the and mitigate risks within the community. The District’s Fire Marshal shall manage this program and duties include analyzing data to identify community risk, design or implement programs used to lessen known risks, and create measures and reports that determine the effectiveness of the CRR Program. Examples of CRR program may include fire inspections, smoke detector installation, older-adult falls prevention, fire prevention week in-school programs, and public education campaigns.


The Emergency Operations program is responsible for the leading the fire response and other emergency services not encompassed in another program. The Operations Division Battalion Chief is responsible for assurance fleet management and response vehicles are maintained to industry standard, equipment is maintained to recommended standards, reviews and approves new and emergency firefighting techniques, and introduces

The Information Technology Program is responsible for information technology including the District’s computer systems, managing hardware and software life-cycles and

<b>Scotts Valley Fire Protection District</b>	
<b>POLICY: 401</b>	<b>SUBJECT: Fire District Divisions</b>

subscriptions, pre-fire planning data collection and input, radio communications, mapping GIS, 9-1-1 contact, and operational representative to the dispatch center. The Information Technology Program is under the management of a shift battalion chief.

The Health and Safety Program is responsible for the District’s health and safety program, and protecting the safety, health and welfare of all department personnel. Duties include compliance with health and safety regulations including CalOSHA and other state and federal requirements, assuring compliance with fit testing/respiratory protection and personnel protection equipment (PPE) inspecting/testing, lead accident investigation, evaluate injuries and accidents and recommend if they are preventable or non-preventable, and write policy or procedure and train staff to District Standards. The Safety Program is under the management of a shift battalion chief.

Scotts Valley Fire Protection District	
POLICY: 401	SUBJECT: <b>Fire District Divisions <u>and</u> Programs</b>
DATE APPROVED: <u>054/104/2026</u>	
BOARD PRESIDENT: _____	FIRE CHIEF: _____

**Policy 401: Fire District Divisions**

The Scotts Valley Fire Protection District is organized into five (5) main divisions:

- Administration
- Fire Prevention
- Training Division
- EMS Division
- Support Services Division
- ~~Training and Safety~~
- ~~EMS and Information Technology~~

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**Divisions**


The Administration Division is responsible for all district operations, promulgating necessary orders, policies, rules and regulations to carry out the policy of the fire district and to accomplish the mission. It enforces those laws of the State of California for which the fire chief is responsible. It is responsible for finance, preparation, submission and administration of the budget. It administers the mutual aid and other fire protection agreements and contracts to which the fire district is signatory. It is responsible for preparation and maintenance of reports, records and correspondence. Personnel, human resources, payroll and fire corps volunteers are part of the Administration Division. The Administration Division is under the management of the fire chief.

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The Fire Prevention Division is responsible for fire safety education, enforcement of the District's Fire Code, statutes of the State of California, and the federal government, and all Scotts Valley Fire Protection District and Santa Cruz County laws and ordinances pertaining to fire, hazardous materials and panic hazards. It develops procedures for routine and special inspection; issues permits; keeps records and statistics and cooperates with related city, county, state and federal departments and agencies. -It investigates suspicious fires in cooperation with law enforcement and the Santa Cruz County Fire Investigation Task Force, and it coordinates the fire prevention activities of the suppression staff with approval of the

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Scotts Valley Fire Protection District	
POLICY: 401	SUBJECT: Fire District Divisions

fire chief. Personnel of this division perform such fire suppression duties as the fire chief may direct. The Fire Prevention Division is under the management of the ~~fire chief, with support from the administrative captain and shift battalion chiefs~~ Fire Marshal.

~~The Support Services Division performs fire fighting, salvage, and rescue duties. It is responsible for~~ the management and maintenance of apparatus, equipment and facilities and purchasing of equipment, design and construction of facilities, and other logistical functions are the responsibility of this division. The Support Services Division is under the management of a shift battalion chief.

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~~The Training and Safety Division~~ is responsible for all aspects of personnel training for all District personnel. ~~This division is also responsible for the District's health and safety program.~~ The training program includes education and training of incumbent personnel, meeting training and safety mandates ~~and~~, career development training ~~and ongoing safety programs~~. The Training and Safety Division is also responsible for preparing promotional tests and examination processes. This division will coordinate closely with other allied agencies to assure consistency of training methods and procedures. The Training ~~and Safety~~ Division is under the management of a shift battalion chief.

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~~The Emergency Medical Services (EMS) and Information Technology Division~~ is responsible for all aspects of the District's delivery of emergency medical services. This includes ~~strategic leadership of the Division, tracking and supervision of all certifications and licenses, policy development and compliance, collaboration with the medical director on clinical direction and innovation, and oversight of quality assurance and improvement (QA/QI).~~ This Division is also responsible for information technology including the ~~District's computer systems, pre fire planning data collection and input, radio communications, mapping GIS, 9-1-1 contact, and operational representative to the dispatch center.~~ The EMS and Information Technology Division is under the management of a shift battalion chief.

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**Programs**

In addition to managing and leading a division, the Battalion Chiefs and Fire Marshal shall manage at least one (1) of the following programs:

- Community Risk Reduction
- Emergency Operations
- Health and Safety
- Information Technology

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<b>Scotts Valley Fire Protection District</b>	
<b>POLICY: 401</b>	<b>SUBJECT: Fire District Divisions</b>

The Community Risk Reduction (CRR) program is responsible for the leading the Distirct's programs that lessen the and mitigate risks within the community. The District's Fire Marshal shall manage this program and tasks include analyzing data to identify community risk, design or implement programs used to lessen known risks, and create measures and reports that determine the effectiveness of the CRR Program. Examples of CRR program may include fire inspections, smoke detector installation, older-adult falls prevention, fire prevention week in-school programs, and public education campaigns.

The Emergency Operations program is responsible for the leading the fire response and other emergency services not encompassed in another program. The Operations Division Battalion Chief is responsible for assurance fleet management and response vehicles are maintained to industry standard, equipment is maintained to recommended standards, reviews and approves new and emergency firefighting techniques, and introduces.

The Information Technology Program is responsible for information technology including the District's computer systems, managing hardware and software life-cycles and subscriptions, pre-fire planning data collection and input, radio communications, mapping GIS, 9-1-1 contact, and operational representative to the dispatch center. The Information Technology Program is under the management of a shift battalion chief.

The Health and Safety Program is responsible for the District's health and safety program, and protecting the safety, health and welfare of all department personnel. Duties include compliance with health and safety regulations including CalOSHA and other state and federal requirements, assuring compliance with fit testing/respiratory protection and personnel protection equipment (PPE) inspecting/testing, lead accident investigation, evaluate injuries and accidents and recommend if they are preventable or non-preventable, and write policy or procedure and train staff to District Standards. The Safety Program is under the management of a shift battalion chief.

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# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Honorable Board of Directors  
From: Mark Correira, Fire Chief  
DATE: May 13, 2026  
RE: **Board Memo 2026-17: 2026/27 Preliminary Budget**

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## **Recommendation**

1. Adopt Resolution 2026-04: Resolution Adopting the Preliminary Budget for Fiscal Year 2026/27

685010	General Fund	\$19,207,937
685030	Capital Outlay / Zone A	\$ 2,283,365
685040	SCHMIT	\$ 803,957

2. Set a public hearing for adoption of the final budget for August 12, 2026, Regular Board Meeting: 6:00 P.M.
3. Direct Staff to publish a public hearing notice and make the budget available for public review

## **Background**

This memorandum outlines the budgeting philosophy and staff recommendations for the 2025/26 Preliminary Budget. The proposed budget is designed to meet community service demands, support the community-driven strategic plan, and prioritize the District's core needs. Key elements include increased wages and benefits to align with existing memorandum of understanding (MOU) and employment agreements with all employee groups and staff; and an additional \$500,000 allocation for the La Madrona Fire Station (bringing the total to \$2 million). The budget also includes a transfer of \$200,000 to the Capital Fund to support ongoing capital needs.

The District continues to employ a philosophy of fiscal prudence, maintaining a culture of frugality and a conservative approach to budgeting. Over the past few fiscal years, the District has experienced significant financial changes, largely due to the integration of the Branciforte Fire District. This reorganization introduced two additional funds and required staff to manage the transfer of assets and liabilities into the Scotts Valley framework. During the transition of the 2024/25 fiscal years, the Branciforte funds were merged with legacy Scotts Valley Funds. As the District entered the 2025/26 fiscal year, the budgeting processes was more manageable and less complicated.

As part of efforts to reconcile the merged Branciforte funds, staff continues to work with Santa Cruz County to confirm that no revenue was lost during the reorganization. While the review is ongoing, preliminary findings suggest a potential discrepancy. Staff continues its investigation in to this potential discrepancy and hopes to conclude our effort and report on our findings before the 2026/27 Final Budget Adoption.



# SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • [scottsvalleyfire.com](http://scottsvalleyfire.com) • 831-438-0211

Attachments to this memorandum provide detailed information on the proposed 2026/27 Preliminary Budget. The following sections explain the key changes reflected in this proposal.

## General Fund:

### *General Fund Revenues*

Property tax revenues (secured, unsecured, and Homeowners' Relief) are projected to increase by 4.3% over the prior year's tax roll. Although the County has forecasted a 4.5% increase for the current fiscal year, staff recommends a more conservative estimate given the uncertainty in these projections.

For the 2025/26 budget, the District added Account 40106 – Residual Distribution to the Revenue Summary, with a projected amount of \$400,000. Residual Distribution represents an ongoing revenue source that is expected to eventually be incorporated into secured property tax revenues. Recent trends support its inclusion: total revenue for FY 2024/25 totals \$442,679, while FY 2025/26 has reached \$493,802. Staff has used a \$450,000 projection for FY 2026/27 as it reflects a prudent, conservative estimate. In addition, Account 42022 – Cost Recovery, Other (\$25,000) has been introduced this fiscal year to support the District's motor vehicle collision cost recovery program.

Other revenue adjustments include a projected increase in Account 40430 – Interest (\$40,000) to better align with historical earnings and our diversification into the CLASS Program; a slight reduction in Account 40440 – Rents and Leases (\$500) due to the conclusion of the La Madrona construction lease; and a decrease in Account 40894 – ST-Aid Other (\$375,000) based on a five-year historical average.

Overall, staff projects total revenue of \$12,407,977, representing a 5.6% increase from the prior fiscal year, along with an estimated beginning fund balance of \$6,800,000. As points of comparison, total Salaries and Benefits are projected to increase by 0.87%, while Services and Supplies are expected to rise by 5.2% year to year. The relatively modest increase in Salaries and Benefits is primarily attributable to the reduction in strike team overtime.

### *General Fund Expenditures*

Staff is recommending a total expenditure amount of \$14,500,364 which includes an increase of \$500,000 (to \$2 million) in Fixed Assets for the La Madrona Fire Station. Salaries and benefits are estimated at \$11,121,959 and includes the wages and benefits agreed to in the MOUs and employment agreements.

Other notable expenditure changes include the following:

- **51000 Regular Pay, Permanent** – Staff has included the addition of a 0.5 FTE Administrative Specialist, increasing administrative staffing from 2.5 to 3.0 FTEs. One of the current Administrative Accounting Specialists has requested to return from maternity leave on a half-time basis. The additional 0.5 FTE will allow the Administration Division to maintain one full-time manager, one full-time Accounting Specialist, and two half-time Accounting Specialists. Increased workload associated with facility impact fees and motor vehicle collision cost recovery billing has



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created a need for additional administrative support. This staffing adjustment will also allow the manager to focus on higher-level projects and financial analysis.

Also included in the wages section is a \$50,000 placeholder for a shared position with Central Fire. The financial impact of these additions is minimal due to prior-year budget planning for maternity leave coverage.

- **51005 Overtime Pay** – Reduced by 14.8% to \$862,041, primarily due to lower strike team overtime projections, which are now based on a five-year historical average.
- **53010 Employee Group Insurance** – This account funds the District's employee insurance benefits, including health, vision, life, and dental coverage. The budget reflects a 14.3% increase, totaling \$1,252,213. The healthcare premium forecast of 13.6% aligns with the 2025/26 increase, while other insurance categories are forecasted to rise by approximately 10%. Despite recent MOUs establishing capped healthcare contributions, the overall increase is driven by plan selection changes and expanded family coverage enrollment among employees.
- **54010 Workers' Compensation Insurance** – Increased by 13% based on projections provided by the District's joint powers insurance authority. The increase is attributable to two primary factors: the District's experience modification rating increased to 1.44, and Central Fire transitioned to a new plan structure with a flat administrative oversight fee. The experience modification rating reflects claims usage, with 1.00 representing the industry average. District staff continue to evaluate strategies to reduce workplace injuries and improve the District's rating over time. Staff will likely return later in the fiscal year to seek approval to withdraw from the joint powers authority (JPA) group, as the District currently pays an administrative fee to participate in the program. This fee is duplicative because the District's new insurance provider already includes case management services.
- **55021 Other Benefits Miscellaneous: Vacation Payoff** – Increased by 24.3% to account for anticipated vacation payouts associated with the planned retirement of three employees.
- **61221 Telephone and Telegraph** – Increased by approximately \$9,000, or 43%, to align with historical expenditure trends and predicted cost increases.
- **62223 Office Expenses** – Increased by approximately \$14,000 to accommodate a 10% increase in County fees related to accounts payable processing and payroll administration.
- **62381 Professional Services** – Increased by \$30,000 to fund a potential community survey should the Board elect to assess public support for a funding measure related to the La Madrona Fire Station project.
- **62914 Education and Training** – Increased by \$10,000 to support the District's biennial Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) training requirements.



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- **62920 Gas, Oil, and Fuel** – Increased by 18.6% to address uncertainty in diesel fuel pricing.
- **9000 Transfer Out** – Staff recommends transferring \$200,000 to the Capital Fund. This annual contribution is intended to maintain adequate reserves for future capital purchases. Staff will reevaluate the transfer amount annually, particularly as revenues from the facility impact fee program become more established.
- **86110 Structures and Improvements** – Increased by \$500,000, bringing the total allocation to \$2 million. These funds are designated as a reserve for the La Madrona Fire Station project.

## Capital Fund / Zone A (COZA):

### *COZA Revenues*

Consistent with the General Fund, staff is projecting a 4.3% increase in property tax revenues (secured, unsecured, and State Homeowners' Relief) within the Capital Fund, for a total of \$172,610. Combined with a proposed \$200,000 transfer from the General Fund and an estimated beginning fund balance of \$1,900,000, total available Capital Fund resources are projected at \$2,283,365.

### *COZA Expenditures*

Staff has budgeted total Capital Fund expenditures of \$1,101,000. The largest category within Services and Supplies (\$827,500) is Professional Services, which includes:

- \$505,000 for design and architectural services related to the La Madrona Fire Station project;
- \$87,000 for a potential ballot measure, should the District choose to pursue one; and
- \$93,000 in equipment purchases, including \$55,000 for a new eDraulic auto-extrication tool and \$25,000 for a new server or cloud-computing system.

Structures and Improvements (\$180,000) serves as a placeholder for the remaining Barnes Family Trust donation expenditures and costs associated with the new community room or other improvements at the Branciforte Fire Station.

Mobile Equipment is budgeted at \$85,000 to replace one Battalion Chief command vehicle. In addition, Office Equipment includes an \$8,500 placeholder for a new copier.

Following these proposed expenditures and \$200,000 contingency, the Capital Fund is projected to maintain approximately \$982,365 in reserves.

## SCHMIT:

### *SCHMIT Revenues*

Revenues for SCHMIT are derived from contributions from the contracting agencies in the SCHMIT JPA. The contributions were increased significantly over 2022/23 and 2023/24 fiscal years. Staff is proposing a



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status-quo budget with the level of revenue matching FY2025/26, and forecasted at \$313,557. The total revenue (\$313,557), interest-income (\$400) and forecasted fund balance (\$490,000) totals \$803,957.

## *SCHMIT Expenses*

Similar to the revenue, the Team Leadership has requested a status quo budget. Staff has added one addition of \$5,000 to Professional Services for legal review a joint operating agreement with Monterey County and the existing SCHMIT JPA. The total FY2026/27 expenses are budgeted at \$388,274.

## **Conclusion**

Staff has developed the proposed general fund and COZA budgets to align with organizational and community goals, and the SCHMIT Budget with future planning in mind. It prioritizes our human capital, strategic planning direction, and capital needs in an effort to carry out our services at a level of excellence.

## **Attachments**

Proposed General Fund Budget

Proposed Capital Fund Budget

Proposed SCHMIT Budget

# Scotts Valley Fire Protection District

General Fund (685010)  
2026/2027 Preliminary Budget

## Revenue Summary

Account #	Revenue Description	Revenue Amount
40100	Prop Tax-Current Secured	\$ 11,019,390
40106	Residual Distribution	\$ 450,000
40110	Prop Tax-Current Unsecured	\$ 230,225
40150	Supplemental Prop Tax-Current Secured	\$ 99,000
40151	Supplemental Prop Tax-Current Unsecured	\$ 2,000
40160	Supplemental Prop Tax-Prior Sec, Supplemental	\$ 3,000
40330	Licenses and Permits	\$ 40,000
40430	Interest	\$ 50,000
40440	Rents and Leases	\$ 500
40830	St-Homeowners' Property Tax Relief	\$ 46,322
40894	ST-Aid Others	\$ 375,000
42022	Cost Recovery, Other	\$ 25,000
42010	SCHMIT Administrative Services Reimbursement	\$ 9,000
42055	SCHMIT Reimbursement	\$ 56,000
42384	Other Revenue	\$ 2,500
42462	Transfer In	\$ -
<b>Total Revenue</b>		<b>\$ 12,407,937</b>
Estimated Beginning Fund Balance		\$ 6,800,000
<b>Total General Fund Budget</b>		<b>\$ 19,207,937</b>

## Expenditure Summary

Account #	Expense Category	Expense Amount
50000	Salaries & Benefits	\$ 11,121,959
60000	Services & Supplies	\$ 1,211,205
75000	Other Charges	\$ 167,200
80000	Fixed Assets	\$ 2,000,000
<b>Total Expenditures</b>		<b>\$ 14,500,364</b>
Operating Transfer Out		\$ 200,000
Contingencies		\$ 250,000
Reserves - Undesignated		\$ 4,257,573
<b>Total General Fund Budget</b>		<b>\$ 19,207,937</b>

### Notes:

Schedule of Revenue: 50% in December, 45% in April and 5% in June

Account 40100, 40110, and 40830 reflects a 4.3% increase from the 2025/26 tax roll.

Account 40106 reflects residual distribution, will roll to secured property tax in future

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 and La Madrona Properties

Account 40894 - Revenue from Statewide Strike Teams, Overhead Assignments, out of County Response

Account 42010 - Revenue of \$9,000 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 May 7, 2026

Reserves = Balance complies with Policy 1608 - Reserve Guidelines.

# Scotts Valley Fire Protection District

General Fund (685010)  
2026/2027 Preliminary Budget

## Expenditure Accounts

Account #	Category	Expenditure Amount
<b>Salaries and Benefits</b>		
51000	Regular Pay, Perm.	\$ 4,646,400
51005	Overtime Pay	\$ 862,041
51010	Regular Pay, Extra help	\$ 64,100
51035	Holiday Pay	\$ 367,464
51040	Differential Pay	\$ 425,352
52010	Medicare Tax	\$ 99,251
52015	PERS	\$ 2,580,484
53010	Employee Group Insurance	\$ 1,252,213
53015	Unemployment Insurance	\$ 8,013
54010	Workers' Compensation Ins	\$ 565,000
55020	Sick Leave Reserve	\$ 69,566
55021	Other Benefits Miscellaneous: Vacation Payoff	\$ 182,075
<b>Total Salaries and Benefits</b>		<b>\$ 11,121,959</b>
<b>Services and Supplies</b>		
61110	Clothing and Personal Supplies	\$ 30,900
61125	Uniforms	\$ 20,950
61217	Radio	\$ 95,100
61221	Telephone and Telegraph	\$ 29,500
61310	Food	\$ 4,900
61425	Household Expense	\$ 7,500
61535	Insurance	\$ 88,500
61720	Maintenance Mobile Equipment	\$ 149,500
61725	Maintenance Office Equipment	\$ 29,980
61730	Maintenance Other Equipment	\$ 28,500
61848	Maintenance Structure & Grounds	\$ 15,800
61920	Medical Supplies	\$ 15,200
62020	Memberships	\$ 15,186
62111	Miscellaneous Expense	\$ 1,500
62219	Computer Software	\$ 29,700
62223	Office Expense	\$ 8,600
62301	Accounting & Auditing Fees	\$ 109,600
62327	Directors Fees	\$ 13,300
62358	Laundry Service	\$ 1,000
62367	Medical Services	\$ 47,000
62381	Professional/Special Services	\$ 172,500
62420	Publications and Legal Notices	\$ 3,000
62500	Rents and Leases, Equipment	\$ 1,000
62715	Small Tools and Instruments	\$ 35,084
62826	Education Reimbursement	\$ 44,500
62888	Special District Expense	\$ 19,500
62890	Subscriptions	\$ 10,155
62914	Education & Training	\$ 35,600
62920	Gas, Oil and Fuel	\$ 63,850
62930	Conference Tuition - Registrations	\$ 35,600
63074	Utilities	\$ 48,200
<b>Total Services &amp; Supplies</b>		<b>\$ 1,211,205</b>
<b>Other Charges</b>		
75233	Contributions to Trust/Agency Fund	\$ 155,000
75231	Contributions to Other Government Agencies	\$ 12,200
<b>Total Other Charges</b>		<b>\$ 167,200</b>
<b>Operating Transfers Out</b>		
90000	Transfer To Capital Outlay/Zone A (685030)	200,000
<b>Total Operating Transfer Out</b>		<b>200,000</b>
<b>Fixed Assets</b>		
86110	Structure and Improvements	\$ 2,000,000
<b>Total Fixed Assets</b>		<b>\$ 2,000,000</b>
<b>Appropriation for Contingencies</b>		
98700	Contingencies	\$ 250,000
<b>Total Contingencies</b>		<b>\$ 250,000</b>
<b>General Reserves</b>		
98695	Undesignated Fund Balance	\$ 4,257,573
<b>Total Reserves</b>		<b>\$ 4,257,573</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 19,207,937</b>

# Scotts Valley Fire Protection District

## Capital Outlay - Zone A (685030)

2026/2027 Preliminary Budget

### Revenue Summary

Account #	Revenue Description	Revenue Amount
40100	Prop Tax-Current Secured	\$ 172,610
40110	Prop Tax-Current Unsecured	\$ 3,567
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	\$ 200,000
Total Revenue		\$ 383,365
Fund Balance		\$ 1,900,000
Total Capital Outlay/Zone A Budget		\$ 2,283,365

### Expenditure Summary

Account #	Expense Category	Expense Amount
60000	Services and Supplies	\$ 827,500
86000	Fixed Assets	\$ 273,500
Total Expenditures		\$ 1,101,000
Operating Transfer Out		\$ -
Contingencies		\$ 200,000
General Reserves		\$ 982,365
Total Capital Outlay/Zone A Budget		\$ 2,283,365

# Scotts Valley Fire Protection District

## Capital Outlay - Zone A (685030)

2026/2027 Preliminary Budget

### Expenditure Accounts

Account #	Category	Expenditure Amount	
<b>Services and Supplies</b>			
61845	Maintenance Structure & Grounds	\$	55,000
61110	PPE	\$	37,200
62111	Miscellaneous	\$	8,000
62223	Office Supplies	\$	4,000
62301	Accounting & Auditing Fees	\$	1,100
62381	Professional Services	\$	592,000
62710	Equipment	\$	93,000
62715	Small Tool	\$	-
		<b>Total Services and Supplies</b>	<b>\$ 827,500</b>
<b>Fixed Assets</b>			
86110	Structures and Improvements	\$	180,000
86204	Equipment	\$	-
86209	Mobile Equipment	\$	85,000
86222	Furniture	\$	-
86210	Office Equipment	\$	8,500
		<b>Total Fixed Assets</b>	<b>\$ 273,500</b>
<b>Operating Transfer Out</b>			
90000	Transfer To General Fund (685010)	\$	-
		<b>Total Operating Transfer Out</b>	<b>\$ -</b>
<b>General Reserves</b>			
98695	Fund Balance - Undesignated	\$	982,365
		<b>Total General Reserves</b>	<b>\$ 982,365</b>
<b>Appropriation for Contingencies</b>			
98700	Contingencies	\$	200,000
		<b>Total Contingencies</b>	<b>\$ 200,000</b>
		<b>Total Expenditures</b>	<b>\$ 2,283,365</b>

# Scotts Valley Fire Protection District

SCHMIT (685040)

2026/2027 Preliminary Budget

## Revenue Summary

Account #	Revenue Description	Revenue Amount
40430	Interest	\$ 400
40894	Grant Funding	\$ -
<b>Subtotal Other Revenue</b>		<b>\$ 400</b>
41150	<u>Haz Mat Contract Contributions:</u>	
	<u>Percentage</u>	
	Santa Cruz County	49.16% \$ 142,849
	City of Santa Cruz	23.24% \$ 67,531
	City of Watsonville	19.42% \$ 56,431
	City of Scotts Valley	4.51% \$ 13,105
	City of Capitola	3.67% \$ 10,664
	UCSC	Fixed \$ 12,536
	State Parks	Fixed \$ 10,441
<b>Total Contribution From Other Agencies</b>		<b>\$ 313,557</b>
<b>Total Revenue</b>		<b>\$ 313,957</b>
<b>Fund Balance</b>		<b>\$ 490,000</b>
<b>Total SCHMIT Budget</b>		<b>\$ 803,957</b>

## Expenditure Summary

Account #	Expense Category	Expense Amount
60000	Services and Supplies	\$ 98,274
75000	Personnel Costs	\$ 290,000
86204	Fixed Assets	\$ -
<b>Total Expenditures</b>		<b>\$ 388,274</b>
<b>Contingencies</b>		<b>\$ 25,000</b>
<b>General Reserves</b>		<b>\$ 390,683</b>
<b>Total SCHMIT Budget</b>		<b>\$ 803,957</b>

# Scotts Valley Fire Protection District

SCHMIT (685040)

2026/2027 Preliminary Budget

## Expenditure Accounts

Account #	Category	Expenditure 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	\$	380
61730	Maintenance, Other Equipment	\$	10,200
61920	Medical Supplies	\$	1,000
62219	Computer Software	\$	3,500
62301	Accounting and Auditing	\$	1,200
62371	Management Services	\$	9,000
62381	Professional Services	\$	5,000
62715	Small Tools and Instruments	\$	14,429
62888	Special District Expense	\$	1,250
62914	Training	\$	20,600
62920	Fuel	\$	900
		<b>Total Services and Supplies</b>	<b>\$ 98,274</b>
<b>Contributions to Agencies</b>			
75268	Reimbursement of Costs to Agencies	\$	270,000
75276	Emergency Response Reimbursement	\$	20,000
		<b>Total Contributions to Agencies</b>	<b>\$ 290,000</b>
<b>Fixed Assets</b>			
86204	Equipment	\$	-
		<b>Total Fixed Assets</b>	<b>\$ -</b>
<b>General Reserves</b>			
98965	Unassigned Fund Balance	\$	390,683
		<b>Total Reserves</b>	<b>\$ 390,683</b>
<b>Appropriation for Contingencies</b>			
98700	Contingencies	\$	25,000
		<b>Total Appropriation for Contingencies</b>	<b>\$ 25,000</b>
<b>Total Expenditures</b>		<b>\$</b>	<b>803,957</b>

# SCOTTS VALLEY FIRE PROTECTION DISTRICT

## RESOLUTION NO. 2026-04

### RESOLUTION ADOPTING PRELIMINARY BUDGET FOR FISCAL YEAR 2026/2027

WHEREAS, In compliance with Sections 13890, 13891 and 13893 of the California Health and Safety Code.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Preliminary Budget of the Scotts Valley Fire Protection District of Santa Cruz County for which the Board of Directors is the governing board, for fiscal year 2025/2026, be and is hereby adopted in accordance with the following:

#### Preliminary Scotts Valley Fire Protection District Budget

General Fund	Index 685010	\$19,207,937
Capital Outlay/Zone A	Index 685030	\$ 2,283,365
SCHMIT	Index 685040	\$ 803,957

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

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, at a regular meeting held on May 13, 2026, by the following vote:

AYES    NOES    ABSENT    ABSTAIN

Director Zachery Raney  
Director Kris Hurst  
Director Daron Pisciotta  
Director Mike Weaver  
Director Ron Whittle

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Mark Correira  
Board Secretary

## SCOTTS VALLEY

# Council OKs fees to offset fire district costs

BY GABRIELLE GILLETTE

[GGILLETTE@SANTACRUZSENTINEL.COM](mailto:GGILLETTE@SANTACRUZSENTINEL.COM)

SCOTTS VALLEY — The Scotts Valley City Council passed a resolution allowing the city to adopt fees on new developments on behalf of the Scotts Valley Fire District at its Wednesday meeting.

The impact fees will be used to offset costs of equipment that would suffer more wear-and-tear due to an increased population and infrastructure use, such as cardiac monitors and auto extrication equipment, or the Jaws of Life, said Scotts Valley Fire District Chief Mark Correira.

“This is just a way for us to capture some of the increased costs that are going to be coming down the pipe in the future and allowing us to better prepare for it,” he said.

As climate change increases fire risk within California and new development within the city increases the demand for fire protection services, the resolution said the fire district is in need of greater resources to protect the community.

The fire impact fees will be applied to all new residential, assisted living, hotel, motel, commercial, retail, office and industrial projects in the city of Scotts Valley, and will be based on square footage, dwelling units or bedrooms in a respective development. The city will collect 5% of all the fees.

The Scotts Valley Fire District contracted a study in 2025 outlining the need for the fees and their potential impact. The report used a formula that included calls for service and amount of time spent to calculate the costs, said Scotts Valley city attorney Kirsten Powell, who presented the resolution at the meeting.

The fees are pursuant to California’s Mitigation Fee Act, which allows local governments to establish fees as a condition of approval for new developments in a city to mitigate the impacts of development on local facilities, Powell said.

Essentially, the fees are to give extra funding to the fire district to be able to better support the safety of new buildings and developments in the future, Correira said. For example, he said, additional multiple-story buildings would mean the fire district may have to purchase a new ladder truck or to collaborate with a neighboring fire district to jointly purchase one.

“Basically, the more people that live in town, the greater the risk,” Correira said. “The greater risk equals more incidents that we respond to and the more incidents we respond to, there’s more wear-and-tear on our apparatus and our equipment, so we would need to replace it sooner.”

Councilmember Derek Timm said he was concerned the new fees would inhibit developers from setting up projects such as assisted living facilities, which support the city’s aging population.

Timm also said he was concerned that the city had been trying to support a new hotel project in Scotts Valley and that the new fees would be a shock to developers. Powell said the fees are based on when the development application was submitted and would not go into effect until June 19.

The fees are not meant to be anti-growth, Correira said. Instead, they’re a way for the growth coming to the community to support the needs of the fire district instead of taxpayers who already live within the fire district.

There are areas covered by the Scotts Valley Fire District that are at a relatively high fire risk, according to the Santa Cruz County Climate Vulnerability Technical Compendium from January 2025, and the probability of a wildfire is projected to increase to the 50th percentile for the 2040s, the resolution said.

The city already has impact fees for other municipal facilities like wastewater treatment, law enforcement, equipment and training, storm drainage, parks and recreation, libraries, streets and administrative overhead.

The council approved the agreement unanimously, and it will move to the fire district board to be voted on May 13.