



# **BEN LOMOND FIRE PROTECTION DISTRICT**

## **AGENDA of the BOARD OF DIRECTORS**

**Wednesday May 17, 2023 at 9:00 AM**  
**Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California**  
**Telephone: 831-336-5495 Fax: 831-336-0300**  
**blfdchief@benlomondfd.com is inviting you to a Meeting**

The Board meeting agenda and all supporting documents are available for public review at 9430 Hwy 9, Ben Lomond, CA, 72 hours in advance of a scheduled board meeting.

District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Administrative Assistant as soon as possible, but at least two days prior to the meeting.

### **CALL TO ORDER**

### **FLAG SALUTE/MOMENT OF SILENCE**

### **ROLL CALL**

President Director Lisa Hill, Director (Vice) Sean Castagna, Director Dave Bingham  
Director Glen Cady and Director Tom Maxson Fire Chief Stacie Brownlee

### **REGULAR MEETING- Call TO ORDER**

### **OPEN TIME FOR PUBLIC EXPRESSION**

Please observe a three minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a more lengthy presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

### **DIRECTOR MATTERS/AGENDA AMENDMENTS**

Directors may report on their activities and meetings.  
Any changes to the agenda may be made at this time.

### **CHIEF'S REPORT**

The Fire Chief will report on the district's business activities and operations.

### **COMMUNICATIONS –**

**BOARD CALENDAR EVENTS** Salary Survey/Chiefs Review

### **CONSENT CALENDAR ITEMS**

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes April 19, 2023 & Special Board minutes April 28, 2023
  - 1.1 Regular Meeting of May 17, 2023
2. Approval of Expenditures for May 17, 2023
  - 2.1 Paid bills in the amount of \$ 49,343.57
  - 2.2 Paid Payroll in the amount of \$ 14,245.70

## Old BUSINESS

1. Upstairs (Discussion/Action)  
**Key discussion points:** No Report  
**Decision(s) made:**  
**Action items and assignee(s)**
  
2. Mill St. (Discussion/Action)  
**Key discussion points:** December 29, 2023 Dead line  
**Decision(s) made:**  
**Action items and assignee(s)**
  
4. SOP Review  
**Key discussion points:** SOP #1140Review  
**Decision(s) made:**  
**Action items and assignee(s)**
  
5. Pierce 2002 Donated by Millbrae  
**Key discussion points:** All most in service  
**Decisions made:**  
**Action Items and assignees:**
  
6. LAFCO  
**Key discussion points:**  
**Decisions made:**  
**Action Items and assignees:**
  
7. Apparatus Room Doors  
**Key discussion points:** No Report  
**Decisions made:**  
**Action Items and assignees:**
  
8. Landscaping  
**Key discussion points:**  
**Decisions made:**  
**Action Items and assignees:**
  
9. Arden Property  
**Key discussion points:**  
**Decisions made:**  
**Action Items and assignees:**
  
10. Copy of Payroll Schedule  
**Key discussion points:**  
**Decisions made:**  
**Action Items and assignees:**

**11 2023-2024 Annual Budget Review**

**Key discussion points:**

**Decisions made:**

**Action Items and assignees:**

**NEW BUSINESS**

1. FEPP Cooperative Agreement Number 991707- Resolution 2023-03

**Key discussion points:**

**Decisions made:**

**Action Items and assignees:**

**CLOSED SESSION**

At any time during the regular meeting, the Board may adjourn to a closed session to consider land negotiations, litigation, and personnel matters or to discuss with legal counsel matter within the attorney-client privilege. Chiefs Review. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957: **Payroll Schedule**

**INFORMATION/FUTURE MEETINGS**

**INFORMATION/FUTURE MEETINGS**

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

Scheduling of future meetings

Regular Meeting –June 21, 2023

**ADJOURNMENT**



# BEN LOMOND FIRE PROTECTION DISTRICT

## Special Board Meeting

Minutes Regular Board Meeting

Wednesday, April 28, 2023 at 9:00 AM

Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California

Telephone: 831-336-5495 Fax: 831-336-0300

### Roll Call

**Directors Present:** Vice Chairperson Director Castagna Director Maxson, Director Bingham, Director Cady

**Fire District Staff:** Fire Chief Brownlee

**Absent:** Director Hill

**Also Present:**

**FLAG SALUTE/MOMENT OF SILENCE**

**ROLL CALL**

**Call to Order**

**CALL TO ORDER SPECIAL BOARD MEETING**

The meeting of the Board of Directors of the Ben Lomond Fire Protection District was held on Wednesday, April 28, 2023, Vice Chairperson Castagna called the meeting to order at 9:00 AM.

**OPEN TIME FOR PUBLIC EXPRESSION**

Please observe a three-minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

**PUBLIC EXPRESSION-** None

**DIRECTOR MATTERS/AGENDA AMENDMENTS-** None

Directors may report on their activities and meetings.

Any changes to the agenda may be made at this time.

**COMMUNICATIONS –** None

**BOARD CALENDER EVENTS-** Ethics/700 Form

**COMMITTEE REPORTS-**

Directors may report on committee activities and meetings

## New Business

### 1. Sale of Brookside Property

#### **Key discussion points:**

**Decisions Made:** Motion was made by Director Castagna seconded by Director Maxson to accept the offer on the Brookside Property

Ayes: Vice Chairperson Director Castagna, & Director Maxson, Director Cady and Director Bingham

Noes: None

Abstain: None

Absent: Director Hill

**Action Items and assignees:** Chief will contact Russell Gross to have him contact Director Castagna to sign the papers.

## **CLOSED SESSION-**

At any time during the regular meeting, the Board may adjourn to a closed session. The Board moved to close session to discuss salary increase for Fire Chief. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957: Sale of Brookside property. Reportable action above

## **INFORMATION/FUTURE MEETINGS**

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

## **FUTURE MEETINGS**

Regular Board Meeting – May 17, 2023

## **ADJOURNMENT**

The meeting was adjourned at 09:20 AM

ATTEST:

\_\_\_\_\_  
Vice Chairperson Castagna

\_\_\_\_\_  
Stacie Brownlee, Secretary





# BEN LOMOND FIRE PROTECTION DISTRICT

## Board Meeting

Minutes Regular Board Meeting

Wednesday, April 19, 2023 at 9:00 AM

Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California

Telephone: 831-336-5495 Fax: 831-336-0300

### Roll Call

**Directors Present:** Chairperson Director Hill, Director, Director Castagna Director Maxson, Director Bingham, Director Cady

**Fire District Staff:** Fire Chief Brownlee

**Absent: Director**

**Also Present:**

**FLAG SALUTE/MOMENT OF SILENCE**

**ROLL CALL**

**Call to Order**

**CALL TO ORDER BOARD REGULAR BOARD MEETING**

The meeting of the Board of Directors of the Ben Lomond Fire Protection District was held on Wednesday, April 19, 2023, Chairperson Hill called the meeting to order at 9:00 AM.

**OPEN TIME FOR PUBLIC EXPRESSION**

Please observe a three-minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

**PUBLIC EXPRESSION-** None

**DIRECTOR MATTERS/AGENDA AMENDMENTS-** Addition made by Director Hill to add audit/budget review

Directors may report on their activities and meetings.

Any changes to the agenda may be made at this time.

**CHIEF'S REPORT**

The Fire Chief will report on the district's business activities and operations.

**COMMUNICATIONS** – None

**BOARD CALENDAR EVENTS-** Ethics/700 Form

**COMMITTEE REPORTS-**

Directors may report on committee activities and meetings

### CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes March 15, 2023
  - 1.1 Regular Meeting of April 19, 2023
2. Approval of Expenditures for April 19, 2023
  - 1.1 Paid bills in the amount of \$115,673.85
  - 1.2 Paid Payroll in the amount of \$13,977.65

## Approval of Consent Calendar Items

Motion was made by Director Castagna seconded by Director Maxson to approve all Consent Calendar items

Ayes: Chairperson Director Hill, Director Castagna, & Director Maxson, Director Cady and Director Bingham

Noes: None

Abstain: None

Absent: None

### Old BUSINESS

1. Upstairs (Discussion/Action)

**Key discussion points:** No report

**Decision(s) made:**

**Action items and assignee(s)**

2. Brookside Property (Discussion/Action)

**Key discussion points:**

**Decision(s) made:** None

**Action items and assignee(s)**

3. Mill St. (Discussion/Action)

**Key discussion points:** Keep on the agenda and add the deadline date

**Decision(s) made:**

**Action items and assignee(s)**

4. SOP Review

**Key discussion points:** SOP# 1130 no changes

**Decision(s) made:**

**Action items and assignee(s)**

5. Pierce 2002

**Key discussion points:**

**Decisions made:** None

**Action Items and assignee(s)**

6. LAFCO

**Key discussion points:** No report

**Decisions made:**

**Action Items and assignees:**

7. Apparatus Room Doors

**Key discussion points:**

**Decisions Made:** Waiting for quote on the doors and the building

**Action Items and assignees:**

08. Landscaping

**Key discussion points:** Need to schedule

**Decisions Made:**

**Action Items and assignees:**

**09. Arden Property**

**Key discussion points:** No report

**Decisions Made:** Director Castagna advised Director Bingham if he needs help he could help him.

**Action Items and assignees:**

**10. Copy of Payroll Schedule**

**Key discussion points:** Board requested a copy of the pay roll schedule

**Decisions Made:** Board was handed a break down of the Chiefs wages and benefits.

**Action Items and assignees:** Chief will resend out the salary schedule to the Board

**New Business**

**1. 2023-2024 Annual Budget Review**

**Key discussion points:** Director Bingham asked what changes had been made to the budget and when the budget committee will meet.

**Decisions Made:** Chief advised the Board that she could provide a copy of last year's budget, so they could see the changes that had been made.

**Action Items and assignees:**

**2. 86204 Equipment Itemized Budget for RIC**

**Key discussion points:** Chief advised the Board that the Paratechs that wear budgeted for 2022-23 would not be purchased. The RIC packs we discovered had been out of compliance and that she would like to spend the money that was allocated for the parateches to go towards the new RIC packs instead.

**Decisions made:** Board approved the purchase for the new RIC packs

**Action Items and assignee(s)**

**3. Addition to the Agenda. Audit/Budget review**

**Key discussion points:** Board members going to legal without Board approval

**Decisions made:** Director Hill advised that the question to the auditor that Director Bingham asked concerned the auditor. Director Bingham advised the group that he did not word it to the auditor the way he said it was. Board was concerned with individual Board members going to legal counsel without the Boards approval. Director Bingham advised the Board that there is no Brown Act that says a individual Board member cannot go to legal counsel upon themselves without Board approval

**Action Items and assignee(s)**

**CLOSED SESSION-**

At any time during the regular meeting, the Board may adjourn to a closed session. The Board moved to close session to discuss salary increase for Fire Chief. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957: None

**INFORMATION/FUTURE MEETINGS**

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

**FUTURE MEETINGS**

Regular Board Meeting – April 19, 2023

**ADJOURNMENT**

The meeting was adjourned at 10:00 AM

ATTEST: \_\_\_\_\_  
Chairperson Hill

\_\_\_\_\_   
Stacie Brownlee, Secretary

**PAYROLL SD 02**  
**PAY PERIOD #09**  
**GL KEY# 680600**

**Beg Date: 04/15/23**

**ATTN: Auditor-Controller**  
**End Date: 04/28/23**

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$42.82	SALARY	888	0.00	\$3,425.60
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$31.99	REGULAR HOURS	888	29.50	\$943.71
			SICK	022	0.00	\$0.00
<b>DUTY CHIEF</b>						
<b>EMPLOYEE #</b>						
800494	Mike Ayers	\$50.00	PER SHIFT	888	0.00	\$500.00
800493	Mark Brown	\$50.00	PER SHIFT	888	0.00	\$200.00
		\$50.00	PER SHIFT	888	0.00	\$0.00
		\$50.00	PER SHIFT	888	0.00	\$0.00
		\$50.00	PER SHIFT	888	0.00	\$0.00
<b>DAY WORKER- STATION</b>						
<b>EMPLOYEE #</b>						
803879	Kevin Giannini	\$20.00	HOURLY	888	24.00	\$480.00
803842	Garrett Fisher	\$20.00	HOURLY	888	56.00	\$1,120.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00

Prepared by

*Laurie Dennis* 04/28/23  
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	29.50	\$6,669.31
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

**Payroll Batch Control**

Employees 6

Line Entries 7

Total Reg. & Special Hours 29.5

Total Regular & Special Amounts \$7,130.85



VOLUNTEER PAY		\$0.00
<b>TOTAL</b>	<b>29.50</b>	<b>\$7,130.85</b>

..0..

0.00 \*

7,130.85 +

943.71 -

6,187.14 \*

51000 Regular Pay	\$6,669.31
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
<b>Total</b>	<b>\$7,130.85</b>

PAYROLL SD 02  
 PAY PERIOD #10  
 GL KEY# 680600

Beg Date: 04/29/23

ATTN: Auditor-Controller  
 End Date: 05/12/23

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$42.82	SALARY	888	0.00	\$3,425.60
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$31.99	REGULAR HOURS	888	29.00	\$927.71
			SICK	022	0.00	\$0.00
<b>DUTY CHIEF</b>						
<b>EMPLOYEE #</b>						
800494	Mike Ayers	\$50.00	PER SHIFT	888	0.00	\$200.00
801757	Matt Sanders	\$50.00	PER SHIFT	888	0.00	\$400.00
803541	Nick Burgess	\$50.00	PER SHIFT	888	0.00	\$100.00
		\$50.00	PER SHIFT	888	0.00	\$0.00
		\$50.00	PER SHIFT	888	0.00	\$0.00
<b>DAY WORKER- STATION</b>						
<b>EMPLOYEE #</b>						
803879	Kevin Giannini	\$20.00	HOURLY	888	56.00	\$1,120.00
803842	Garrett Fisher	\$20.00	HOURLY	888	24.00	\$480.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00

Prepared by *Laurie Dennis* 05/10/23  
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	29.00	\$6,653.31
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

**Payroll Batch Control**

Employees 7  
 Line Entries 8  
 Total Reg. & Special Hours 29.0  
 Total Regular & Special Amounts \$7,114.85



VOLUNTEER PAY		\$0.00
<b>TOTAL</b>	<b>29.00</b>	<b>\$7,114.85</b>

••0••  
 7,114.85 +  
 927.71 -  
 6,187.14 \*

51000 Regular Pay	\$6,653.31
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
<b>Total</b>	<b>\$7,114.85</b>

**BEN LOMOND FIRE PROTECTION DISTRICT  
OF SANTA CRUZ COUNTY**

**Date: May 17, 2022**

**To: County Auditor, Controller**

**From: Laurie Dennis (831) 336-5495**

**Subject: Approved Bills for Payment Transmittal**

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Vendor bills have been approved for payment out of district funds totaling an amount of

\$ 49,343.57.

These payments were approved by the Board of Directors during their meeting on

May 17, 2022.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

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**CLAIMS BY VENDOR**

04/19/2023

*Filter: (Open Claims Only) (Pre-Approved Excluded)*

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<b>Vendor</b>	<b>Claim Date</b>	<b>GL Obj</b>	<b>Message</b>	<b>Amount</b>	
<b>GL Key: 680600</b>					
BOUND TREE MEDICAL, LLC	//	61920	6 boxes each LG and XL exam gloves	\$126.33	<input type="checkbox"/>
COUNTY OF SANTA CRUZ AUDITOR-CONTROLLER	//	62301	Property Tax Admin. Fee - FY 2022/2023	\$7,122.00	<input type="checkbox"/>
ECMS Inc	//	61110	Assorted repairs for turnout jackets and pants	\$1,445.36	<input type="checkbox"/>
IHWY, LLC	//	62381	SSL certificate renewal for benlomondfd.com	\$149.00	<input type="checkbox"/>
MUNICIPAL EMERGENCY SERVICES INC	//	61110	6 pair turnouts/ Morning Pride (Edelman, Schubert, LaVerne, Giannini, Cox, Marks)	\$21,793.17	<input type="checkbox"/>
PUBLIC AGENCY RETIREMENT SERVICES	//	52015	PARS administrator services for month ending February 2023	\$300.00	<input type="checkbox"/>
			<b>Total</b>	<b>\$30,935.86</b>	

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# CLAIMS BY VENDOR

04/26/2023

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61731	Asstd equipment batteries	\$40.31	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	E2212- supplies / parts for leak repairs	\$151.33	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61846	Station and generator maintenance- parts and supplies	\$61.25	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	Vehicle maint- wash & wax, USB charger	\$23.41	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- LED blue rope lights for rat control	\$59.94	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62715	Main account bill- UPS replacement	\$366.22	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill- Adobe, malware softwares	\$279.17	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61731	Main account bill- flashlight batteries	\$39.23	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill- HULU (2 mos.), Verizon Wireless and Comcast (2 mos) billings	\$1,433.08	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62221	Main account bill- shipping turnouts for repair	\$16.29	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- SLV Water and PG&E billings	\$1,142.11	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- SLV Water billing for Arden	\$45.01	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- SLV Water billing- Brookside	\$45.01	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Main account bill- storm food	\$92.31	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	86204	Main account bill- swiftwater equipment ( rescue tarps, throw bags, waist belt pouches)	\$1,966.17	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62928	Main account bill- Swiftwater training expenses	\$1,261.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	86203	Main account bill-Galaxy tablet 2200	\$745.06	<input type="checkbox"/>
<b>Total</b>				<b>\$7,766.90</b>	

# CLAIMS BY VENDOR

05/03/2023

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
GIANNINI, KEVIN	//	62826	Reimb. for EMT Class and fees (class, books, registration, live scan, etc.)	\$1,001.58	<input type="checkbox"/>
IHWY, LLC	//	62381	Web hosting / Mail Accts for May 2023	\$72.50	<input type="checkbox"/>
L.N. CURTIS & SONS	//	86204	3 @ Large red E\$xtreme SAR GTX dry suits	\$3,649.32	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2211- labor for repair of water leak (clean, reinstall and test)	\$420.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2212- labor for leak repair (tank fill pipe rusted, replace)	\$280.00	<input type="checkbox"/>
<b>Total</b>				<b>\$5,423.40</b>	

**CLAIMS BY VENDOR**

05/10/2023

*Filter: (Open Claims Only) (Pre-Approved Excluded)*

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
AYERS, MIKE	//	62826	Instructor fee- DO 1B class	\$910.00	<input type="checkbox"/>
BURGESS, NICK	//	62826	DO 1B class- instructor fee	\$910.00	<input type="checkbox"/>
CAL FIRE- Attn: Accts Receivable	//	62826	CFSTES training- DO 1B pump operation class (15 participants @ \$140)	\$2,100.00	<input type="checkbox"/>
FDAC EBA	//	53010	Monthly insurance premiums- JUne 2023	\$130.29	<input type="checkbox"/>
GREENWASTE RECOVERY INC	//	61425	Garbage & Recycle 04/01-04/30/23	\$135.78	<input type="checkbox"/>
GROSS, RUSSELL E. , REAL ESTATE, INC.	//	62381	Property Managment - Henfling's Tavern- June 2023	\$157.50	<input type="checkbox"/>
OREILLY AUTOMOTIVE STORES INC	//	61721	U2290- air, fuel and oil filters	\$127.94	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel charges April 2023	\$745.90	<input type="checkbox"/>
<b>Total</b>				<b>\$5,217.41</b>	

**Board Mtg. - Vendor Totals  
May 17, 2022**

<b>Vendor Claim Sheets</b>	<b>\$ Amount</b>	<b>Date</b>
Page 1 total	\$30,935.86	19-Apr-23
Page 2 total	\$7,766.90	26-Apr-23
Page 3 total	\$5,423.40	3-May-23
Page 4 total	\$5,217.41	10-May-23
<b>Grand Total Vendor Claims</b>	<b>\$49,343.57</b>	

**TOTALS**



# **Ben Lomond Fire Protection District**

**Post Office Box 27, Ben Lomond, California 95005**

**Telephone: 831-336-5495 Fax: 831-336-0300**

<b>TO:</b>	<b>Board of Directors</b>	<b>FROM:</b>	<b>Stacie Brownlee Fire Chief</b>
<b>SUBJECT:</b>	<b>Chief's Report</b>	<b>DATE:</b>	<b>05/17/2023</b>
	<b>Approved</b>	<b>Date</b>	

## **Correspondence**

### **Administration**

### **Operations**

BLFD responded to calls in 32 Apr/May

- Structure (1)
- EMS (14)
- Haz Mat (0)
- Vehicle Acc. (1)
- Public Service (8)
- Smoke Checks (2)
- Other, wires (6)
- Mutual Aide (0),
- Storm related (0)
- Wildland (0)

### **Training**

- Wildland

### **Logistic**

### **Fire Prevention/Ed**

**DEPARTMENT OF FORESTRY & FIRE PROTECTION  
BUSINESS SERVICES OFFICE**

Federal Property Unit  
P. O. Box 944246  
Sacramento, CA 94244-2460  
(916) 894-9809  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



April 17, 2023

Stacie Brownlee, Fire Chief  
Ben Lomond Fire Protection District  
PO Box 27  
Ben Lomond, CA 95005

**Subject: FEPP Cooperative Agreement Number 991707**

Dear Chief Brownlee:

Enclosed is a renewal Cooperative Agreement with CAL FIRE to participate in Federal Excess Personal Property (FEPP) program. Currently the fire district does not have any federal property as noted on Attachment A.

Included is a Want/Wish list form for you to complete, at your option. By filling out this form, this helps to give our office an idea of what the fire department needs, and we can work more efficiently as a team to acquire property.

To continue in the FEPP Program, please review the agreement for accuracy and if everything is correct, complete the following:

1. Review and Sign page six (6) of the Cooperative Agreement
2. Include a signed \*resolution from the governing board/council approving participation in FEPP program. \* *Example included (do not have to use)*
3. GSAXcess Screener Request Form – to have access to view available property on GSAXcess
4. Want/Wish List form
5. Mail the original agreement and additional paperwork listed above to:

CAL FIRE Federal Property Unit, P.O. Box 944246, Sacramento, CA 94244-2460  
**Attn:** Lila Saenz

A copy of the agreement will be mailed to you when the additional signatures have been obtained.

*If your district would no longer like to participate in the FEPP Program, [please let me know](#) so I can close your district's agreement file. The agreement can always be re-established should your district wish to join back with the FEPP program.*

Thank you for your assistance in completing this agreement in a timely manner and please contact me if you have any questions.

Sincerely,

LILA SAENZ  
Federal Property Coordinator  
[Lila.Saenz@fire.ca.gov](mailto:Lila.Saenz@fire.ca.gov)  
(916) 894-9805

cc: Bob Hunt, FLO and Brittany Strohmayer, FLO, San Mateo-Santa Cruz Unit (CZU)

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

**BEN LOMOND FIRE PROTECTION DISTRICT**

This agreement made and entered into this 17 day of MAY, 2023 by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the **Ben Lomond Fire Protection District**, hereinafter referred to as the COOPERATOR, covenants as follows:

I. PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II. MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III. AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV. RESPONSIBILITIES

THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10 percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.

13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the STATE and its decision shall be binding and final.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name: Ben Lomond Fire Protection District	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Stacie Brownlee	
Title: Fire Chief	
Street Address: 9430 Highway 9	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address: P.O. Box 27	Mailing Address: P.O. Box 944246
City: Ben Lomond	City: Sacramento
Zip: 95005	Zip: 94244-2460
Phone Number: (831) 336-5495 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: ( ) -	Fax Phone Number: (916) 894-9880
Email: bdfdchief@benlomondfd.com	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: San Mateo - Santa Cruz Unit (CZU)		Point of Contact: CZU Forestry Logistics Officer
Physical Address: 6059 Highway 9		
City: Felton	Zip Code: 95018	
Phone Number: (831) 335-5355 Ext.        :		

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year of the last signature below.

<b>COOPERATOR</b>	
NAME OF COOPERATOR:  <b>Ben Lomond Fire Protection District</b>	
BY (Authorized Signature):  	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING:  <b>Stacie Brownlee, Fire Chief</b>	
<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection (CAL FIRE)</b>	
BY (CAL FIRE Unit Chief):  	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING:  <b>Nate Armstrong, Unit Chief, San Mateo-Santa Cruz Unit (CZU)</b>	
BY (CAL FIRE State and Federal Property and Recycling Manager):  	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING:  <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>	

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

**ATTACHMENT A**

**BEN LOMOND FIRE PROTECTION DISTRICT**

	<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
1.	No Property At This Time		
2.			
3.			
4.			
5.			
6.			
7.			

Rev. June 2020

2023-03

RESOLUTION AUTHORIZING APPLICATION  
FOR FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
IN ACCORDANCE WITH  
United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

5-17-2023  
Date

The Board of Directors of the Ben Lomond Fire Protection District has resolved:

WHEREAS, there is a need for Federal Excess Personal Property to help fight wildland,

rural, structure or other fires in the County of Santa Cruz, and

WHEREAS, Staci Brownlee is the Chief of the Ben Lomond Fire Protection District,

THEREFORE, be it resolved that the Board of Directors of the Ben Lomond

Fire Protection District accepts the agreement between the State of California, Department of Forestry and

Fire Protection (CAL FIRE) and the Ben Lomond Fire Protection District,

5-17-2023 for the loan of Federal Excess Personal Property, and, authorizes  
Dated

Fire Chief Staci Brownlee to sign the agreement for the Board of Directors.

Staci Brownlee  
Secretary

Board of Directors of the Ben Lomond Fire Protection District



STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AAMS/GSAXCESS SCREENER REQUEST FORM  
PROPERTY SEARCH ONLY  
FOR LOCAL COOPERATORS IN FEPP PROGRAM

PLEASE READ AND COMPLETE ONLY APPLICABLE FIELDS

NEW <input type="checkbox"/>	SCREENER ID (Update Only) <input checked="" type="checkbox"/>
DATE OF REQUEST: 04/18/2023	LFC FEPP AGREEMENT DATE: <i>(To be completed by State)</i>

SCREENER INFORMATION - STEP 1

NAME (First, Last):  
Stacie Brownlee

TITLE:  
Fire Chief

FIRE COOPERATOR NAME:  
Ben Lomond Fire Protection District

STREET ADDRESS (NO P.O. BOX):  
9430 Highway 9

MAILING ADDRESS (if different from above):

CITY AND STATE: Ben Lomond CA	ZIP CODE: 95005
TELEPHONE NUMBER (ex. (555)-555-5555): 831-336-5495	CELL PHONE NUMBER (ex. (555)-555-5555): 831-234-3840
EMAIL ADDRESS: blfdchief@benlomondfd.com	

ACCESS LEVEL REQUESTED:

AAMS/GSAXCESS - PROPERTY SEARCH ONLY

AUTHORIZING SIGNATURES - STEP 2

BY (Fire Chief or Authorizing Signature):	DATE SIGNED:
BY (State FEPP Coordinator):	DATE SIGNED:

THE SECTION BELOW IS FOR USE BY SACRAMENTO FEPP PROGRAM OFFICE AND THE USFS

GSAXCESS LOGIN INFORMATION:

LOGON ID:	TEMPORARY PASSWORD:
-----------	---------------------

USDA FOREST SERVICE

BY (Forest Service Property Management Officer):	DATE SIGNED:
--	--------------

2019-09

RESOLUTION AUTHORIZING APPLICATION  
FOR FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
IN ACCORDANCE WITH  
United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

11/20/19  
Date

The Board of Directors of the Ben Lomond Fire Protection District has resolved:

WHEREAS, there is a need for Federal Excess Personal Property to help fight wildland,

rural, structure or other fires in the County of Santa Cruz, and

WHEREAS, Stacie Brownlee is the Chief of the Ben Lomond Fire Protection District,

THEREFORE, be it resolved that the Board of Directors of the Ben Lomond

Fire Protection District accepts the agreement between the State of California, Department of Forestry and

Fire Protection (CAL FIRE) and the Ben Lomond Fire Protection District,

11/20/19  
Dated for the loan of Federal Excess Personal Property, and, authorizes

Fire Chief Stacie Brownlee to sign the agreement for the Board of Directors.

Stacie Brownlee  
Secretary

Board of Directors of the Ben Lomond Fire Protection District



AMENDMENT OF EXISTING AGREEMENT TERMS No. 1  
(C.A.R. Form AEA, Revised 12/21)

This is a proposal to amend ("Amendment") the terms and conditions of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other \_\_\_\_\_ ("Agreement"), which was already mutually executed by the Parties, dated April 19, 2023, on property known as Vacant lot on Glen Arbor Road, Ben Lomond, 95005 (Property), in which Drew Evans, Charlotte Lockwood is referred to as "Buyer/Tenant" and Ben Lomond Fire Protection District is referred to as "Seller/Landlord". Buyer and Seller are referred to as the "Parties."

1. Buyer, Charlotte Lockwood, shall be removed as Buyer in the Purchase Agreement. Drew Evans shall be the sole purchaser of the property.

2. EXPIRATION:  Buyer/Tenant,  Seller/Landlord proposes this Amendment Of Existing Agreement Terms (i) which may be withdrawn by the Party initiating this proposed Amendment at any time prior to acceptance, and (ii) shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by  AM  PM on \_\_\_\_\_ date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment is Delivered to the initiating Party.  
 Buyer/Tenant,  Seller/Landlord Drew Evans Date 5/1/2023  
 Buyer/Tenant,  Seller/Landlord Charlotte Lockwood Date 5/1/2023

3. ACCEPTANCE: The foregoing terms and conditions amending the existing Agreement are hereby accepted, and the undersigned agrees to the above terms and conditions and acknowledges receipt of a Copy of this Amendment Of Existing Agreement Terms. Upon Acceptance, this Amendment shall be deemed incorporated into the Agreement.  
 Buyer/Tenant,  Seller/Landlord Sean Castagna Ben Lomond Fire Protection District Date 5/8/2023  
 Buyer/Tenant,  Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

AMENDMENT NOT ACCEPTED: \_\_\_\_\_ / \_\_\_\_\_. This amendment was NOT accepted by Buyer/Tenant/Seller/Landlord on \_\_\_\_\_ (date).  
Buyer/Tenant/Seller/Landlord Initials \_\_\_\_\_


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AEA REVISED 12/21 (PAGE 1 OF 1)



AMENDMENT OF EXISTING AGREEMENT TERMS (AEA PAGE 1 OF 1)

	<b>Ben Lomond Fire Protection District</b>	<b>Policy #1140</b> <b>Date 12/20</b>
	<b>SOP</b> <b>GENERAL INFORMATION</b>	<b>TITLE: Retention &amp; Disposal of Fire District Records</b> <b>Revision date</b>

## RETENTION AND DESTRUCTION/ DISPOSAL OF FIRE DISTRICT RECORDS

This policy establishes guidelines that are to be followed regarding retention and destruction of district records, papers, or other documents.

The basic criteria for the destruction of special district's records is found in Government Code, Section 60200 through 60204. The following is intended to define an acceptable records retention and destruction policy for the Ben Lomond Fire Protection District.

Release of records will be done consistent with the California Public Records Act and the Health Insurance Portability and Accountability Act. Standard Operating Procedures will be used as guides for the release of records.

### ***Definitions:***

**Ordinances:** Laws passed by the District to regulate activities within the scope of the Board of Directors in the public interest.

**Resolutions:** Record of official action of the Board of Directors stated as a declaration.

**Accounting Records:** Include, but are not limited to, the following:

- **Source Documents**
  - Invoices/statements from vendors Purchase orders
  - Deposit forms
  - Warrants Receipts
  - Claims
  - Checks
  - Bills
  - Various accounting authorization taken from board minutes, resolutions, or contracts.
  - General journal
  - Payroll journal
- **Ledgers (as maintained by the Santa Cruz County Auditor)**
  - Expenditure Revenue
  - Taxes receivable
  - Accounts payable or receivable ledger Warrants payable
  - Appropriation General ledger
  - Adjusting Entries
- **Statements**

Balance sheet  
Analysis of changes in available fund balance  
Cash receipts and disbursements  
Expenditures  
Revenues  
Changes in bonded indebtedness  
Changes in fixed assets

- **Other Financial Records**

Schedule of investments  
Long term department records  
Inventory records  
Capital asset records  
Lease - purchase records  
Depreciation schedule  
Cost accounting records  
Budgets  
Petty cash records  
Grant information/paperwork (must meet grantor's retention requirements) Annual financial statements of the District  
Liability insurance policies

**Response/Incident Records:** Include, but are not limited to, the following:

- Incident Records
- Incident reports
- Supplemental reports

**Prevention Records:** Include, but are not limited to, the following:

- Inspection Files
  - Engine company inspections
  - Fire Prevention Division inspections
  - Complaint letters
  - Emergency information record
  - Action request
- Plans
  - Building permit plans
  - Subdivision plans
  - Fire protection system plans
  - Water supply and hydrants

**Investigation Records:** Include, but are not limited to, the following:

- Investigation Files, Investigator report(s) Photos taken

Charts and/or maps

Identification list of all persons who receive a copy(ies) of investigation report(s)

**Personnel Records:** Include, but are not limited to, the following:

Employee/employer 's report of occupational injuries and illnesses benefits

Doctor's first report of occupational injuries and illnesses

Summary of occupational injuries and illnesses

Log of occupational injuries and illnesses

Monthly claims management system logs

Personnel Files

**Procedure:**

1. Authorization
  - A. The fire chief shall determine the disposition of fire district records as defined herein.
2. Disposition
  - A. Ordinances: An official copy of all ordinances adopted by the District shall be kept on file indefinitely.
  - B. Resolutions: An official copy of all resolutions adopted by the District shall be kept on file indefinitely.
  - C. Accounting Records: All accounting records shall be retained for a period of seven (7) years.
  - D. Any accounting record, except the journals and ledgers which are more than seven (7) years old and which were prepared or received in any manner other than pursuant to state statute, may be authorized for destruction provided that:
    - There is no continuing need for said record; i.e., long-term transactions, special projects, pending litigations, etc., and;
    - There exists, in a permanent file, an audit report or reports covering the inclusive period of said record, and that;
    - Said audit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other state or federal audit requirements, and that;
    - Said audit or audits contain the expression of an independent opinion.

Any accounting report created for a specific event or action may be destroyed upon authorization seven (7) years after said event has in all respects terminated.

Any source document detailed in a register, journal, ledger or statement may be authorized for destruction seven (7) years after said event has in all respects terminated

The following may be destroyed at any time

- Duplicates (original - subject to aforementioned requirement(s))
- Rough drafts notes or working papers (except audit)
- Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.

#### E. Payroll and Personnel Records

All payroll and personnel records, including paid call firefighters, shall be retained indefinitely. Originals may, upon authorization, be destroyed after seven (7) years retention, provided said records have been retained electronically and qualify for destruction under Government Code Section 60203 with its various conditions. Payroll and personnel records include the following:

- Accident reports, injury claims and settlements
- Medical histories (including routine examinations)
- Injury reports
- Applications, changes and terminations of employees
- Insurance records of employees
- Time cards
- Job descriptions
- Performance or rating cards
- Earning records and summaries
- Training records
- Benefit/beneficiary information
- Driving record reports
- Fidelity bonds
- Garnishments

#### F. Records Concerning Long-Term Debt

Records of proceeding for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution, may be destroyed if retained electronically as provided for in Government Code Section 60203.

Terms and conditions of bonds, warrants, and other long-term agreements should be retained until final payment. Thereafter, originals may be reproduced as provided for in Government Code Section 60203 and retained for seven (7) years.

#### G. Minutes

Minutes of the meeting of the Board of Directors are retained indefinitely in their original form. However, they may, upon board authorization, be destroyed if said minutes are as provided for in Government Code Section 60203.

#### H. Construction Records

Construction records of fire district facilities, such as bids, correspondence, change orders,

etc., shall not be kept in excess of seven (7) years unless they pertain to a project which includes a guarantee or grant, and, in that event, they shall be kept for the life of the guarantee or grant plus seven (7) years or as required by the grantor. As-built plans for any public facility or works shall be retained as long as said facility is in existence.

I. Contracts

A contract shall be retained for its life plus seven (7) years.

J. Property Records

Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the district.

K. Plans

Plans for buildings developed in the District shall be retained for a period of one (1) year after construction final. *(Exception: Fire protection plans may be retained as long as said building/facility is in existence and if needed by the District.)*

L. Investigation Reports

All investigating reports and supporting documents, charts, photos, etc., shall be retained for a period of not less than seven (7) years from date of occurrence for either civil or criminal cases. *(Exception: Investigations involving death suspected to be or proven to be homicide. These reports shall be retained indefinitely or until adjudicated in a court of law.)*

M. Incident Reports

All incident reports shall be retained for a period of not less than seven (7) years and may be destroyed thereafter or stored electronically indefinitely.

N. Station Logs

One copy of station logs shall be retained for a period of not less than seven (7) years and may be destroyed thereafter or stored electronically indefinitely.

O. Litigation Records

Records related to litigation or claims against the district shall be retained indefinitely.

P. Workers' Compensation Records

One copy of "Employee/Employer Report of Accident of Illness" shall remain in the employee's personnel record along with one copy of the "Employee Claim for Workers'

Compensation Benefits" and one copy of "Doctor's First Report of Occupation Job Injuries or Illness" to be retained indefinitely.

Logs and summaries of occupational injuries and illnesses shall be retained for a period of not less than two (2) years.

Monthly claims management system logs shall be retained for a period of not less than one (1) full year following the close of the fiscal year in which they were produced.



# Ben Lomond Fire Protection District

Post Office Box 27, Ben Lomond, California 95005

Telephone: 831-336-5495 Fax: 831-336-0300

WWW.BENLOMONDFD.COM

## BLFD - SALARY SCHEDULE

(as of 07/01/2023)

Position	Full/ Part	Hourly/Monthly/Annual	Pay Frequency
Fire Chief	Full time	Hourly Annual	\$42.82 \$89,065 bi-monthly
Station Maintenance Worker	Part time	Hourly	\$20.00 bi-monthly
Administrative Assistant	Part time	Hourly	\$31.99 bi-monthly
Duty Chief		Per shift	\$50.00 bi-monthly
Board Member		Per meeting	\$100.00 annually

### Volunteer Pay (annually) Rates eff. 01/01/23

Title	Per Call	Per Drill
Firefighter	\$16.00	\$16.00
Firefighter / EMT	\$22.00	\$22.00
Engineer	\$23.00	\$23.00
Captain	\$23.00	\$23.00
Battalion Chief	\$25.00	\$30.00

**AMENDMENT TO THE  
BEN LOMOND FIRE PROTECTION DISTRICT  
PUBLIC AGENCY RETIREMENT SYSTEM (PARS)  
DEFINED CONTRIBUTION PLAN**

**WHEREAS**, the Ben Lomond Fire Protection District (the "Employer") has adopted the Ben Lomond Fire Protection District Public Agency Retirement System (PARS) Defined Contribution Plan, adopted effective May 13, 2015 (the "Plan"); and

**WHEREAS**, the Employer has reserved the right to amend the Plan from time to time in accordance with Section 7.3 of the Plan; and

**WHEREAS**, the Employer desires to amend the Plan to modify the Employer contribution percentage for the Fire Chief eligible under Section 1.1 of the Plan.

**NOW THEREFORE, BE IT RESOLVED**, that the Plan is hereby amended as follows:

1. Article II, Section 2.1, Amount of Employer Contributions, is hereby amended in its entirety to read:

**2.1     Amount of Employer Contributions**

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account. For each day that an Employee remains a Participant under this Plan, it is the intention of the Employer to make a contribution to the Plan in an amount equal to 21.533% of Compensation.

Effective July 1, 2019, the Employer contribution shall increase to twenty-five percent (25%) of Compensation for each day that an Employee remains a Participant under this Plan.

Effective July 1, 2021, the Employer contribution shall increase to twenty-eight percent (28%) of Compensation for each day that an Employee remains a Participant under this Plan.

Such contribution shall be made before the close of the Plan Year and subject to the limitation provisions of Section 2.7 of the Plan. This amount shall be credited to the Employer Contribution Account. Employer contributions are subject to change at the discretion of the Employer.

2. All other provisions of the Plan remain unchanged.

**IN WITNESS WHEREOF**, this amendment is hereby adopted effective as of the date executed below.

**BEN LOMOND FIRE PROTECTION DISTRICT**

By: Stacie Brownlee  
Stacie Brownlee

Title: Fire Chief

Date: 8/18/21

By: Lisa Hill  
Lisa Hill

Title: President of the Board

Date: 8/18/21