



**BEN LOMOND FIRE
PROTECTION DISTRICT
AGENDA of the BOARD OF DIRECTORS**

Wednesday June 21, 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 CALENDER EVENTS 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 May 17, 2023
 - 1.1 Regular Meeting of June 21, 2023
2. Approval of Expenditures for June 21, 2023
 - 2.1 Paid bills in the amount of \$ 53,241.09
 - 2.2 Paid Payroll in the amount of \$ 14,251.74

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 #2000 Review
Decision(s) made:
Action items and assignee(s)

5. Pierce 2002 Donated by Millbrae
Key discussion points: Radio sent back not working. Waiting for new radio
Decisions made:
Action Items and assignees:

6. LAFCO
Key discussion points:
Decisions made:
Action Items and assignees:

7. Apparatus Room Doors
Key discussion points: See attached Bid from Eaton
Decisions made:
Action Items and assignees:

8. Landscaping
Key discussion points: See attached bid from Miller
Decisions made:
Action Items and assignees:

9. Arden Property
Key discussion points:
Decisions made:
Action Items and assignees:

10. 2023-2024 Annual Budget Adoption of Preliminary Budget

Key discussion points: attached preliminary budget

Decisions made:

Action Items and assignees:

NEW BUSINESS

1. Santa Cruz County Agreement

Key discussion points: Attached original contract and have not received new draft contract from County.

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:

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 –July 19, 2023

ADJOURNMENT



BEN LOMOND FIRE PROTECTION DISTRICT

Board Meeting

Minutes Regular Board Meeting

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

Roll Call

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

Fire District Staff: Fire Chief Brownlee

Absent: Director Cady

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, May 17, 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 Santa Cruz County Agreement review/ (Brookside property update- closed session)

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 CALENDER EVENTS- Salary Survey/Chiefs Review

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 April 19, 2023
 - 1.1 Regular Meeting of May 17, 2023
2. Approval of Expenditures for April 19, 2023
 - 1.1 Paid bills in the amount of \$49,343.57
 - 1.2 Paid Payroll in the amount of \$14,245.70

Approval of Consent Calendar Items

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

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

Noes: None

Abstain: None

Absent Director Cady

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: Keep on the agenda and add the deadline date

Decision(s) made:

Action items and assignee(s) Deadline date 12/2023

3. SOP Review

Key discussion points: SOP# 1140 no changes

Decision(s) made:

Action items and assignee(s)

4. 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: Board advised Chief to get other bids for concrete and Iron work

Decisions Made:

Action Items and assignees:

09. Arden Property

Key discussion points: No report

Decisions Made:

Action Items and assignees:

10. Copy of Payroll Schedule

Key discussion points: Move to closed session

Decisions Made:

Action Items and assignees:

11. 2023-2024 Annual Budget Review

Key discussion points: Carryover to be moved into building and grounds and also \$100,000 that is carried over from last years budget for type 3 lease move into Apparatus.

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:

Motion was made by Director Hill seconded by Director Castagna to approve Resolution 2023-03 Cooperative Agreement Number 991707

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

Noes: None

Abstain: None

Absent Director Cady

2. Santa Cruz County Agreement

Key discussion points: Board put on the agenda under amendments

Decisions made: Board discussed that they have not had enough time to review the contract. They would like also legal to review the contract. They would not sign the contract until they had time.

Action Items and assignee(s) Board had Chief email the County their response

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: Salary Survey/ Brookside property update.

Board approved salary schedule effective July 1st 2023. Brookside property name deletion on purchase agreement.

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 – June 21, 2023

ADJOURNMENT

The meeting was adjourned at 10:00 AM

ATTEST: _____
Chairperson Hill

Stacie Brownlee, Secretary

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

Date: June 21, 2023

To: County Auditor, Controller

From: Laurie Dennis (831) 336-5495

Subject: Approved Bills for Payment Transmittal

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

\$ 53,241.09

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

June 21, 2023

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

CLAIMS BY VENDOR

05/24/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
ECMS Inc	//	61110	Turnout trouser repairs (repaired many holes, knee pads, pocket repairs, cuffs)	\$724.85	<input type="checkbox"/>
PUBLIC AGENCY RETIREMENT SERVICES	//	52015	PARS administrator services for month ending 03/31/23	\$300.00	<input type="checkbox"/>
SANTA CRUZ FIRE EQUIPMENT	//	61845	Semi-annual service range system	\$254.69	<input type="checkbox"/>
SCHUBERT, SAMUEL	//	62826	Reimb.- EMT class, testing and live scan fees	\$1,021.49	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill- Comcast billing	\$647.85	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- fleet maint.- moisture absorbant for 2267, hydrant tool bag 2212	\$115.59	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61920	Main account bill- medical supplies (sharps container, oxygen regulator guage and gasket)	\$105.45	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- PG&E and SLV Water billings for station	\$841.21	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62221	Main account bill- roll of postage stamps	\$63.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61425	Main account bill- room spray 3-pack	\$32.69	<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	//	63070	Main account bill- SLV Water billing for Arden	\$45.01	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill-Adobe and back up softwares	\$43.99	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62920	Main account bill-fuel purchase at Costco	\$70.82	<input type="checkbox"/>
Total				\$4,311.65	

CLAIMS BY VENDOR

06/07/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
CAL FIRE- Attn: Accts Receivable	//	62826	CFSTES Training: Driver Operator 1B / 6 @ \$140	\$840.00	<input type="checkbox"/>
COX, RORY G	//	61310	Reimb.- beverages for 5th Tuesday	\$39.65	<input type="checkbox"/>
ERNIE'S AUTO CENTER	//	61721	Parts- filters and fluids for annuals on all apparatus	\$4,536.25	<input type="checkbox"/>
GREENWASTE RECOVERY INC	//	61425	Garbage & Recycle- service 05/01-05/31/23	\$135.78	<input type="checkbox"/>
GROSS, RUSSELL E. , REAL ESTATE, INC.	//	62381	Property Managment - Henfling's Tavern for June 2023	\$157.50	<input type="checkbox"/>
IHWY, LLC	//	62381	Web hosting / Mail Accts for June 2023	\$72.50	<input type="checkbox"/>
L.N. CURTIS & SONS	//	61110	Class B shirt - Medium	\$62.13	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61846	Duct and Gorilla tapes, sign changes	\$22.84	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	C2200- labor for radio install	\$280.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2212 - Labor for radio install	\$1,400.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	R2266- labor for radio install	\$560.00	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel charges May	\$1,011.66	<input type="checkbox"/>
Total				\$9,118.31	

CLAIMS BY VENDOR

06/14/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
BURTON'S FIRE, INC.	//	61721	E2212- fan drive assembly	\$4,818.12	<input type="checkbox"/>
FDAC EBA	//	53010	Monthly insurance premiums for July 2023	\$130.29	<input type="checkbox"/>
MUNICIPAL EMERGENCY SERVICES INC	//	86204	3@ Scott RIT Pak III 5.5, and 60 min cylinders	\$16,217.26	<input type="checkbox"/>
ROSS' LADDER SERVICE	//	61730	Ladder Testing- completed 06/12/23, all ladders load test and inspected	\$415.25	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	2203- install HD overload springs	\$960.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	2267- labor for annual maintenance	\$960.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2210 build out	\$8,120.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61721	E2210- radio accessories, RAM mount and tower	\$375.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2212- annual service and inspection	\$1,280.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2213- annual maintenance and inspection	\$1,440.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61215	E2213- labor for two radio installs	\$1,680.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	E2231- annual maintenance and inspection	\$1,280.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61215	E2231- labor for one radio install	\$840.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	Labor for annual inspections 2200, 2201, 2203, 2266 and 2249 / day workers are changing oil and filters when they are due on these vehicles when due.	\$1,280.00	<input type="checkbox"/>
SILKE COMMUNICATIONS	//	61730	Pager repair/ shipping	\$15.21	<input type="checkbox"/>
Total				\$39,811.13	

**Board Mtg. - Vendor Totals
June 21, 2023**

Vendor Claim Sheets	\$ Amount	Date
Page 1 total	\$4,311.65	24-May-23
Page 2 total	\$9,118.31	7-Jun-23
Page 3 total	\$39,811.13	14-Jun-23
Grand Total Vendor Claims	\$53,241.09	

TOTALS

34

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	23.75	\$759.76
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
801757	Matt Sanders	\$50.00	PER SHIFT	888	0.00	\$300.00
803541	Nick Burgess	\$50.00	PER SHIFT	888	0.00	\$550.00
		\$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
DAY WORKER- STATION						
EMPLOYEE #						
803760	Mike Aluffi	\$20.00	HOURLY	888	24.00	\$480.00
803842	Garrett Fisher	\$20.00	HOURLY	888	48.00	\$960.00
803879	Kevin Giannini	\$20.00	HOURLY	888	8.00	\$160.00
		\$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 06/07/23
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	23.75	\$6,635.36
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 23.8
 Total Regular & Special Amounts \$7,096.90



VOLUNTEER PAY		\$0.00
TOTAL	23.75	\$7,096.90

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 7,096.90 +
 759.76 -
 6,337.14 *

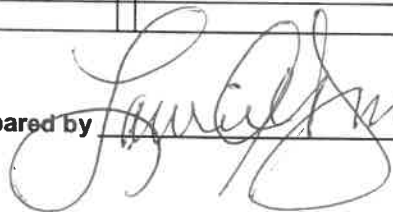
51000 Regular Pay	\$6,635.36
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
Total	\$7,096.90

PAYROLL SD 02
 PAY PERIOD #11
 GL KEY# 680600

Beg Date: 05/13/23

ATTN: Auditor-Controller
 End Date: 05/26/23

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	30.25	\$967.70
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
801757	Matt Sanders	\$50.00	PER SHIFT	888	0.00	\$450.00
803541	Nick Burgess	\$50.00	PER SHIFT	888	0.00	\$250.00
		\$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
DAY WORKER- STATION						
EMPLOYEE #						
803879	Kevin Giannini	\$20.00	HOURLY	888	8.00	\$160.00
803842	Garrett Fisher	\$20.00	HOURLY	888	48.00	\$960.00
803760	Mike Aluffi	\$20.00	HOURLY	888	24.00	\$480.00
		\$20.00	HOURLY	888	0.00	\$0.00
		\$20.00	HOURLY	888	0.00	\$0.00

Prepared by  DATE 05/24/23

Pay Type	Hours	Dollars
REGULAR HOURS	30.25	\$6,693.30
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 30.3
 Total Regular & Special Amounts \$7,154.84



VOLUNTEER PAY		\$0.00
TOTAL	30.25	\$7,154.84

51000 Regular Pay	\$6,693.30
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
Total	\$7,154.84

0.00 *
 0.00 *
 7,154.84 +
 967.70 -
 6,187.14 *



Ben Lomond Fire Protection District

Post Office Box 27, Ben Lomond, California 95005

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

TO:	Board of Directors	FROM:	Stacie Brownlee Fire Chief
SUBJECT:	Chief's Report	DATE:	06/21/2023
	Approved	Date	

Correspondence Attorney legal service rate adjustment

Administration

Operations

BLFD responded to calls in 33 May/June


- Structure (4)
- EMS (17)
- Haz Mat (0)
- Vehicle Acc. (7)
- Public Service (3)
- Smoke Checks (2)
- Other, wires (0)
- Mutual Aide Of these calls (11), 1Wat,1Central,2Felton,1Branciforte,1CZU, 5 Boulder
- Storm related (0)
- Wildland (0)

Training

- Wildland

Logistic

Fire Prevention/Ed

	Ben Lomond Fire Protection District	Policy # 2000 Date 4/06
	SOP ADMINISTRATION PERSONNEL	TITLE: Volunteer Firefighter Hiring Revision date 7/16

2000.1 Two-Part Process Part 1 of 2

- 2000.1.1 Complete and **sign** Application for Employment
- 2000.1.2 Complete and **sign** Authorization to Release Information
- 2000.1.3 Complete and **sign** DMV Authorization to Release Information
- 2000.1.4 Perform Job Related Agility Test
- 2000.1.5 Complete Background Check Release Form.
- 2000.1.6 Interview with Fire Officers

Please note: All of the above must be completed and approved before you begin Step 7

- 2000.1.7 Obtain a physical exam at Doctors on Duty located at 615 Ocean St. Santa Cruz. (831-425-7991) Read all information thoroughly on the instruction pages. Fill in your name and date. Have signed/authorized by the Chief.

All of the above must be completed and approved before going on to Part 2.

2000.2 Two-Part Process Part 2 of 2

Complete all online training courses (list provided in recruitment packet)

- 2000.2.1 Provide copy of valid Driver's License and Verification of Insurance. Also provide copies of any current EMT, Paramedic and/or CPR cards.
- 2000.2.2 Review and Complete:
 - Three Step Cabrillo/Academy Application.
 - DMV Pull Notice Waiver
 - ID Card Information Form
 - Employee Emergency Contact Information Form
 - Life Insurance Enrollment Form
 - Immunization Record
 - Communicable Disease Health History
 - Influenza Vaccination Declination Statement
 - Release of Information Health History & Immunization History
- 2000.2.3 Complete Employee's Withholding Allowance Certificate (Form W-4)

- 2000.2.4** Issue PPE / Complete the inventory form
- 2000.2.5** Review “Facts About Workers’ Compensation” brochure
- 2000.2.6** Complete Task Book and have signed off by a Captain or Battalion Chief
- 2000.2.7** Review and complete all online training courses listed below @ www.targetsolutions.com/benlomondfpd. Use **your email** as your login and **ladder** as your temporary password. (You will want to change your password for future use). Provide copies of all certifications when applicable.
- Rules / Regulations and Responsibilities Guide
 - Biological Hazard First Responder Protocol
 - Employee Injury / Exposure Report
 - Obstetrics Awareness
 - Sexual Harassment Policy
 - Standard Operating Procedures: Communicable Disease. Complete the Respiratory Transmissible Disease Vaccination Form

Sign all signature forms that come with the above documentation and return to the administrative staff.



eaton1975@gmail.com

(831)246 2053

Lic.# 975620

Po box 851

Ben Lomond, Ca 95005

Bill	Ben Lomond Fire Department	Cell #: Email address:	831-234-3840 blfdchief@yahoo.com
Date:	June 11, 2023	Job Name:	Garage doors
Job Address:		ATTN:	Stacie

We Hereby submit specifications and estimates for: **Exterior**

SCOPE: Garage Doors

Decks	1	Pressure wash all 3 doors. Remove all debris to prepare for primer and paint.
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Prep	2	Sand all doors with 320 grit.
	3	Mask all glass and trim to doors to protect from overspray.
	4	Prime all doors with DTM Primer. Tint primer to grey tone.
	5	Apply 1st coat of Red tone to all doors.
	6	Apply 2nd coat to all doors.
	7	Clean all edges. Remove all masking.
Bid Submitted by:		Paul Eaton 831-246-2053
Exterior Garage doors		\$4500.00

PLEASE CALL WITH ANY QUESTIONS OR FOR SCHEDULING

I PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THE ABOVE DETAILS SPECIFICATIONS/

We will compete with all other bid on this project

*T. Miller Concrete
393 Rancho Rio Ave.
Ben Lomond, Ca. 95005
Lic. #755895*

*Ben Lomond Fire Department
9430 Hwy 9
Ben Lomond, Ca.*

06-08-23

Proposal

Re: Bid to install concrete site work as described below.

Prevailing wage pay rate applied on all labor performed.

Includes:

- 1)** Remove lower retaining wall 180 lf. Excavate hill back 5' and Install new color stamped concrete wall with back drain (max height of 3').
- 2)** Remove existing wall, hill and approx. 25'x34' of asphalt and install concrete parking area to accommodate 1 ADA parking and 3 standard parking spots.
- 3)** Remove existing upper patio area 11'x40' and install new concrete patio (natural color) raised approx. 4" with ADA ramp at front entrance.
- 4)** Saw cut and remove 6' section of existing upper patio wall and install 6' wide steps with 7 rises leading to lower patio.
- 5)** Remove existing stacked rock wall Approx. 90 lf. And install new colored stamped concrete wall 3' max height.
- 6)** Install new lower concrete patio (natural color) approx. 1,015.
- 7)** Install new concrete path leading to lower patio from street with small wall on out born edge approx. 22 lf.
- 8)** Off haul 50 yards of soil.
- 9)** Excavation of footings.
- 10)** Installation of rebar at footings, walls and slabs.
- 11)** 2% color at walls.
- 12)** Concrete 3500 PSI 6 sack and concrete pumping.
- 13)** Clean up upon completion.

Exclusions:

- 1) Any area drains or additional site drainage.
- 2) Encroachment permits if needed.
- 3) Sealing of walls or slabs on grade.
- 4) Railings or custom in-beds.
- 5) Asphalt installation.

Total.....\$199,780.00

One hundred ninety-nine thousand seven hundred eighty dollars and no/100

Sign_____Date_____

Accept_____Date_____

Due to the fluctuating cost of material this proposal is subject to change after 60 days

Any questions please contact Terry at (831)818-2677 or (831)336-1133

BEN LOMOND FIRE PROTECTION DISTRICT



Fiscal Year 2023-2024 Preliminary Budget

40100	PROPERTY TAX-CURRENT SEC-GEN		
	1	\$1,008,745	
		Total	\$1,008,745
40110	PROPERTY TAX-CURRENT UNSEC-GEN		
	1	\$19,477	
		Total	\$19,477
40440	RENTS AND CONCESSIONS		
	1 Henflings monthly rental (\$3,713 /mo)	\$44,556	
	2 Verizon monthly rental (\$633/ mo)	\$7,596	
		Total	\$52,152
40830	ST-HOMEOWNERS' PROPERTY TAX RELIEF		
	1	\$5,004	
		Total	\$5,004
		Total Tax	\$1,033,226

GRAND TOTAL REVENUES	\$1,085,378
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51000	REGULAR PAY-PERMANENT		
	1 Fire Chief, Secretary, Day workers, Duty Chiefs	\$198,000	
		Total	\$198,000
51010	REGULAR PAY-EXTRA HELP		
	1 Pay night for Paid Call FFs and Duty Chiefs	\$100,000	
	2 Special Projects	\$5,000	
		Total	\$105,000
51015	REGULAR PAY-SICK LEAVE		
	1 Sick Leave	\$1,000	
		Total	\$1,000
52010	OASDI-SOCIAL SECURITY		
	1 FICA	\$19,000	
		Total	\$19,000
52015	RETIREMENT		
	1 Retirement contributions (currently at 25%)	\$24,000	
	2 PARS fees	\$3,600	
		Total	\$27,600
53010	EMPLOYEE INSURANCE AND BENEFITS		
	1 Life/Vision (all empl FDAC/EBA)	\$2,000	
	2 Chief Health Benefit (\$1k/mo)	\$12,000	
	3 Misc	\$500	
		Total	\$14,500
53015	UNEMPLOYMENT INSURANCE		
	1 Unemployment Ins contributions	\$7,000	
		Total	\$7,000

54010 WORKERS COMPENSATION INSURANCE

1 Insurance Contributions	\$20,000		
		Total	\$20,000

TOTAL SALARIES & BENEFITS **\$392,100**

61110 CLOTHING & PERSONAL SUPPLIES

Items for personal use, including safety equipment: Badges, belts, gloves, goggles, helmets, masks, raincoats, rubber boots, uniforms, uniform allowance

1 PPE	\$19,000		
2 Helmet Shields	\$1,500		
3 Passport/Accountability Equipment	\$1,000		
4 Match AFG funds 50/50 Grant	\$10,000		
6 Other	\$1,500		
		Total	\$33,000

61215 RADIO SERVICES

Special communication equipment

1 Netcom Services	\$17,000		
2 County Radio Shop Services	\$500		
3 Tablet Command	\$10,000		
		Total	\$27,500

61221 TELEPHONE-NON TELECOM

1 Internet and telephone service	\$8,000		
2 Cellular phone service (incl. ipads)	\$10,000		
3 Misc.	\$500		
		Total	\$18,500

61310 Food

1 Food-Fire Calls / Meetings / Paynight	\$8,000		
		Total	\$8,000

61425 OTHER HOUSEHOLD EXPENSE-SERVICES

Kitchen utensils; bedding and laundry; Brooms, mops, wax, cleaners; Curtain, drapes, rugs (when not capitalized) ; Garbage cans, hot plates, towels, toilet tissue, PLUS refuse disposal per current state guidelines.

1 Household, bathroom	\$3,800	
	Total	\$3,800

61525 LIABILITY INSURANCE

1 Annual Premium- FAIRA (incr. 2022)	\$41,028	
	Total	\$41,028

61720 MAINT-MOBILE EQUIPMENT-SERVICES

Automotive supplies such as lubrication oil, light bulbs, spark plugs, coolant, tires, tubes, fan belts, etc; Contractual repairs and overhauls.

1 Maint. & repairs to mobile equipment-labor costs	\$9,000	
2 Annual Contribution - Air Unit	\$2,000	
3 Annual Contribution - Education Trailer	\$2,000	
	Total	\$13,000

61721 MAINT-MOBILE EQUIPMENT-SUPPLIES

1 Tire replacement	\$2,000	
2 Maint. & repair parts	\$30,000	
	Total	\$32,000

61725 MAINT-OFFICE EQUIPMENT-SERVICES

Costs of repairing office equipment; Service agreements for maintenance of office equipment; Cost of printer ink and copier toner.

1 Copier maintenance agreement and misc.	\$700	
	Total	\$700

61730 MAINT-OTHER EQUIPMENT-SERVICES-labor
Costs of repairing firefighting equip. and related equip.; Cost of repairing rescue equip.

1 Ladder Testing	\$600	
2 Maint. chainsaw	\$720	
3 Santa Cruz Fire Equip maint all fire extinguishers	\$1,075	
4 Gas Sensor Maintenance (O2 & CH4)	\$800	
5 Misc. Repairs	\$4,805	
		Total \$8,000

61731 MAINT-OTH EQUIP-SUPPLIES
Costs of repairing firefighting equip. and related equip.parts

1 Chainsaw chains, misc. parts	\$3,500	
2 Misc. parts	\$2,000	
		Total \$5,500

61845 MAINT-STRUCT/IMPS/GRDS-OTHER-SERVICES
**Any cost to maintain or make structural improvements or improvements to buildings or grounds*

1 Generator - Annual maintenance	\$555	
2 Septic Tank Maintenance	\$500	
3 Furnace Maintenance	\$410	
4 Santa Cruz Fire Equip maint on Stove Exting Sys	\$700	
5 Health Permit Fees	\$1,550	
6 Upstairs build out	\$24,500	
7 Landscape Project	\$61,785	
8 General building maintenance services	\$1,500	
		Total \$91,500

61846 MAINT-STRUCT/IMPS/GRDS-OTHER-SUPPLIES
**Any cost to maintain or make structural improvements or improvements to buildings or grounds*

1 General building maintenance supplies	\$10,495	
2 Landscape Project	\$50,000	
3 Misc. supplies	\$8,067	
		Total \$68,562

61855 ROAD REPAIRS-SERVICES

*Any repairs to roads damaged by fire apparatus.
Installation and cost of street signs on non-county roads when needed.*

1 Street signs	\$500		
2 Road repairs	\$500		
		Total	\$1,000

61920 MEDICAL, DENTAL & LAB SUPPLIES

Note: medical supplies

1 Oxygen	\$1,500		
2 Medical Supplies	\$2,000		
3 Misc. medical equipment	\$1,300		
		Total	\$4,800

62020 MEMBERSHIPS

Includes memberships in societies, associations, and other organizations

1 Santa Cruz County Fire Chiefs Association	\$400		
2 Santa Cruz County EMS Integration Authority	\$1,500		
3 FDAC	\$280		
4 Other	\$600		
		Total	\$2,780

62219 PC SOFTWARE PURCHASES

1 FH (replacement) / First Due (incidents)	\$8,800		
2 Misc. software purchase, Cloud based software	\$9,000		
		Total	\$17,800

62221 POSTAGE

1 UPS	\$100		
2 USPS	\$400		
		Total	\$500

62223 OFFICE SUPPLIES

1 Office Supplies	\$500	
2 Misc.	\$500	
	Total	\$1,000

62301 ACCOUNTING AND AUDITING FEES

1 Payroll /Claims Services for FY	\$3,500	
2 Property Tax Admin. Fees	\$8,000	
3 Annual Audit	\$8,000	
	Total	\$19,500

62327 DIRECTORS' FEES

Fees paid to Fire Commissioners

1 Meeting fees	\$8,000	
	Total	\$8,000

62358 LAUNDRY SERVICES

1 Cleaning of PPE	\$450	
	Total	\$450

62367 MEDICAL SERVICES-OTHER

1 FF Physicals / follow-up tests	\$12,000	
	Total	\$12,000

62381 PROF & SPECIAL SERV-OTHER

Most professional and specialized services performed by outsiders: legal services, appraisals, accounting and auditing, surveys, fire marshal services.

1 Computer Networking Service	\$2,500	
2 LAFCO Fees	\$1,200	
3 Legal Services	\$20,000	
4 Claims System Tech Support	\$300	
5 Nozzle Fees/Toxic Fees (Monterey Bay Unified Air F	\$327	
6 Fire Management Consulting	\$1,039	
7 Misc.	\$4,634	
	Total	\$30,000

62420 LEGAL NOTICES

Expenses for the publication of legally required notices and reports

1 SV & SLV Press-Banner	\$350	
2 Misc.	\$250	
	Total	\$600

62500 EQUIPMENT LEASE & RENT

Rents and leases paid for the use of equipment and other articles, including agreement with option to purchase; Rent of films, exhibits, models and communication equipment.

1 Misc.	\$2,000	
	Total	\$2,000

62715 SMALL TOOLS & INSTRUMENTS

Small tools not classified as fixed assets; Carpentry, machine and general purpose tools, drafting, engineering and surveying tools; Gardening tools; specialized tools and instruments (not nails bolts, screws, etc.)

1 Small tools, shop tools	\$1,000	
2 Saws	\$5,200	
3 TIC (pers. & V320)	\$3,000	
4 Misc.	\$5,054	
	Total	\$14,254

62826 EDUCATION AND/OR TRAINING

1 S230/231, Wildland, Driver Operator, etc.	\$3,000
2 EMT Recerts	\$1,000
3 TargetSolutions annual renewal	\$3,000
4 Misc. training	\$13,000

Total **\$20,000**

62888 SPECIAL DISTRICT EXPENSE-SERVICES

Specialized supplies and services peculiar to one or a few districts, for which an account has not been otherwise provided:

Books for circulating (Libraries)

Film development, supplies and expense (fire)

Election expense

Hoses, couplings and nozzles (fire)

1 FF Year/High Point FF Plaques Pay night	\$200
2 Foam	\$1,100
3 Fire Prev., Supplies, Equip.	\$3,000
4 Hoses, couplings and nozzles (fire)	\$6,000
5 Election Expense	\$6,000
6 Rope/ Hardware	\$12,000
7 Gas Monitor	\$5,200
8 Misc	\$7,000

Total **\$40,500**

62920 GAS, OIL, FUEL

1 Fuel (Shell card charges and diesel tank fills)	\$20,000
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Total **\$20,000**

62928 TRAVEL OTHER

Includes: Auto & truck gasoline; delivery charges; Reimbursement for private car use; Reimbursement for meals, lodging, bridge tools, train, bus, air fare; any other authorized travel expense

1 Conference Travel	\$2,500
2 Misc. Travel & Training	\$2,500

Total **\$5,000**

63070 UTILITIES

Cost of gas, electricity, water, butane, heating oil, sewage disposal, etc

1 289 Arden Way (PG&E)	\$500
2 9430 Hwy 9 (PG&E)	\$10,000
3 SLV Water (also incl. Brookside)	\$4,000

Total **\$14,500**

74230 PRINCIPAL ON LEASE PURCHASES

1 New Engine Lease - Type 3	\$71,900
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Total **\$71,900**

74420 INTEREST ON LEASE PURCHASES

1 New Engine Lease - Type 3	\$11,700
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Total **\$11,700**

86110 BUILDINGS AND IMPROVEMENTS

Major alterations or improvements to existing structures: Buildings, landscaping, Pipelines, Wells, pavement, Drains, Fences, Hydrant.

1 Station repairs	\$14,500
2 Other repairs	\$850

Total **\$15,350**

86203 EQUIPMENT (Computer Equipment)

1 Replace computer equip.	\$10,000
---------------------------	----------

\$10,000

86204

EQUIPMENT

Expenditures for the acquisition of physical property of a permanent nature other than land, buildings and improvements. Include: Freight or other carriage charges; Sales, use and transportation taxes; installation costs.

1 Misc.

\$5,513

Total

\$5,513

86209

MOBILE EQUIPMENT

Expenditures for the acquisition of vehicles

1 Toward purchase of new vehicles

\$13,041

Total

\$13,041

Grand Total

\$1,085,378

5/10/2023

Sub.
↓

direct deposit only
What about
Volunteer pay?
once a year
still

INDEPENDENT CONTRACTOR AGREEMENT

This Contract, which is effective on the date it is fully executed, is between the BEN LOMOND FIRE PROTECTION DISTRICT, hereinafter called DISTRICT, and the COUNTY OF SANTA, hereinafter called COUNTY.

WITNESSETH

WHEREAS, the COUNTY is able to furnish, and the DISTRICT wishes to receive and purchase, accounts payable and payroll services as set forth below;

NOW, THEREFORE, in consideration of the policies, covenants and obligations of the parties as set forth herein, the parties agree as follows:

1. **PAYROLL-RELATED DUTIES OF COUNTY.** COUNTY shall maintain the level of payroll-related service provided to DISTRICT as of the date of execution of this Contract, which shall include the following:

COUNTY will maintain a payroll system in conformance with State and federal laws and regulations and CalPERS requirements and exercise special skill to accomplish the following results for DISTRICT during the term of this Contract with regard to DISTRICT'S payroll:

- A. Process DISTRICT'S bi-weekly payroll for approximately (xx) employees, all of whom have wages computed hourly and must be reported by DISTRICT in accordance with COUNTY published payroll processing calendar.
- B. Deduct amounts from employee payroll and submit those payments as appropriate on behalf of DISTRICT or the employee, including but not limited to the following: various insurance deductions, garnishments, retirement deposit to banks, deferred compensation, Medicare, and
- C. Provide for timekeeper data entry and retrieval which shall include corrections and balancing by either:
 - i. hard copy via mail or courier; or
 - ii. electronically via computer connected to COUNTY
- D. Provide each payee with an Earnings, Deductions & Shows, at a minimum, the following:
 - i. current earnings by hours and amount, current tax deductions by amount;
 - ii. year-to-date earnings, taxes and other deductions;
 - iii. current balances for sick, annual, personal, administrative holidays.

2
\$ for \$4 check which
went up. \$4 to 7
no responsibility
Direct Deposit
only. say to
Payroll.

- E. Provide for direct deposit to financial institutions both for saving and/or checking accounts. (DISTRICT employees must agree to be paid via direct deposit.) The official pay day is the Friday after the end of the two-week pay period as posted by COUNTY. COUNTY will strive to provide funds early to financial institutions that choose to post and make available to employees their payroll funds on Thursday (Wednesday if Thursday is a holiday).
- F. File all federal and State payroll taxes within prescribed time limits.
- G. Deduct for Medicare from employees hired after April 1, 1985, and for FICA as necessary.
- H. DISTRICT employees covered by the Public Employees' Retirement System (PERS), COUNTY will process all retirement deductions in accordance with DISTRICT's contract with PERS including:
 - i. Deductions on first 80 hours only (not to include overtime). The DISTRICT shall provide COUNTY a copy of its contract with PERS;
 - ii. Payment for the monthly CalPERS Unfunded Accrued Liability; and
 - iii. Payment for the monthly CalPERS medical benefits invoice.
- I. Interface with COUNTY financial system and provide journal entries for posting to general ledger within five (5) workdays of payday.
- J. Provide reports with the following information and frequency shown in parentheses:
 - i. By employee, usage and balance-available reports on compensatory time, sick leave, annual leave, administrative leave, personal leave, floating holidays, overtime reports, leave usage, hours and liability for leave reports (payday).
 - ii. Payroll history by employee made available by payday.
 - a. Master File
 - b. Earnings History
 - iii. Hours and earnings (payday).
 - iv. Deductions (payday).
 - v. Audit report (payday).
 - vi. Last rate of pay increase, by employee amount and date (monthly).
 - vii. Payroll register (payday).
- K. Generate new reports as required and provide direct access to the database for

Commented [LD1]: Who determines "as necessary", as this is what did not happen for the tax years 2020 and 2021?

Commented [I2]: This is new- I don't believe it's been asked for or discussed before. Will this ensure their compliance with the contract on our behalf?

retrieval of information as required. (If an additional charge for a report is required by DISTRICT, COUNTY will notify DISTRICT in advance so that DISTRICT may approve charges.)

- L. Account for taxable, non-cash fringe benefits as reported to COUNTY by DISTRICT.
- M. Issue W-2s and quarterly reports; provide, upon request, duplicate W-2s.
- N. Provide information needed for special project reports subject to an hourly billing charge if COUNTY deems applicable.
- O. Provide services to DISTRICT as a payroll processing vendor, in no way taking responsibility for the correctness, accuracy, or status of taxability of the data provided by DISTRICT. In the event data is determined to be incorrect by an outside agency such as IRS, CALPERS or others, DISTRICT takes full responsibility for penalties, interest or additional charges incurred to correct errors including those for reissuance of employee or the DISTRICT IRS tax forms.

No responsibility for their own mistakes

2. PAYROLL-RELATED DUTIES OF DISTRICT. DISTRICT agrees to conform its payroll schedule to that of COUNTY and to not arrange for any additional types of pay or employee compensation without consulting and receiving agreement from COUNTY to determine the feasibility of COUNTY to make those payments timely. DISTRICT also agrees during the term of this Contract to perform the following functions and duties with regard to DISTRICT'S payroll:

- A. The DISTRICT shall deposit in advance with COUNTY such funds as are necessary to process and make payment of required payroll.
- B. The DISTRICT shall provide COUNTY accurate documentation of hours worked by each employee in advance of payday in accordance with COUNTY payroll processing schedule and in a format as required by COUNTY.

3. ACCOUNTS PAYABLE-RELATED DUTIES OF COUNTY. COUNTY shall maintain the level of accounts payable-related service provided to the DISTRICT as of the date of execution of this Contract, which shall include the following:

COUNTY will maintain a financial accounting system and exercise special skill to accomplish the following results for the DISTRICT during the term of this Contract with regard to DISTRICT'S accounts payable:

- A. Grant DISTRICT access to COUNTY'S financial accounting system, where DISTRICT staff will enter accounts payable transactions on behalf of the DISTRICT.

OR

Enter accounts payable transactions into COUNTY'S financial accounting system on behalf of DISTRICT, with proper supporting documentation provided by DISTRICT.

Commented [I3]: Presumably as a result of our audit impacts....

Commented [LD4]: Is this not where we got into the position with the IRS?
IF the County files or reports late and fees or interest is due- would they not be liable for those amounts?

Commented [I5]: If I key in the payroll how will this occur? They need to provide documentation/procedures that are current with examples of "the format required"

- B. Set up vendors for payment in COUNTY'S financial accounting system as needed, with proper supporting documentation such as W-9 forms provided by DISTRICT.
- C. Issue warrant or EFT payments to vendors on behalf of DISTRICT;
- D. Issue 1099s to vendors on behalf of DISTRICT, in accordance with IRS guidelines;
- E. Provide services to DISTRICT as an accounts payable processing vendor, in no way taking responsibility for the correctness, accuracy, or status of taxability of the data provided by DISTRICT. In the event data is determined to be incorrect by an outside agency such as IRS or others, DISTRICT takes full responsibility for penalties, interest or additional charges incurred to correct errors including those for reissuance of 1099s.

no responsibility for their mistakes

4. **ACCOUNTS PAYABLE-RELATED DUTIES OF THE DISTRICT.** The DISTRICT agrees during the term of this Contract to perform the following functions and duties with regard to DISTRICT'S accounts payable:

- A. DISTRICT shall deposit in advance with COUNTY such funds as are necessary to process and make payment of required accounts payable.
- B. DISTRICT shall attach accurate documentation to support vendor payments in COUNTY'S financial accounting system

OR

DISTRICT shall provide requests for payments to vendors to COUNTY in the format as required by COUNTY.

Commented [LD6]: If the County processes claims in an untimely manner and penalties or late fees are assessed, are they responsible for those costs?

5. **COMPENSATION.** In consideration for COUNTY accomplishing said results with regards to DISTRICT'S payroll and accounts payable:

- A. DISTRICT agrees to pay COUNTY for payroll services rendered as follows:
 - i. \$7.36 per pay period per employee for direct deposit of bi-weekly wages for fiscal year 2023-2024 services and an adjustment for each subsequent year based upon Payroll Division costs including overhead and employment demographics of DISTRICT, and;
 - ii. Up to \$10,000 for initial set up services or system modification requested by DISTRICT including Information Services Department (ISD) programming of the County Payroll system and Auditor-Controller payroll division staff time. Charges will be calculated based upon COUNTY employee documented hours and direct ISD billings. COUNTY will charge the DISTRICT for these services at a current rate of \$100 per hour. COUNTY will notify DISTRICT in advance so that DISTRICT may approve charges.

Commented [I7]: Does this mean checks are no longer an option??

Commented [LD8]: Only stipulates direct deposit. What about checks issued? The costs for last FY were \$4.15 per deposit and \$4.65 per check. This is a HEFTY increase in cost.

Commented [I9]: This will be problematic for our Volunteer Payroll as the majority of the volunteers are issued checks. They don't have enough pay inputs to satisfy direct deposit becoming effective (two pay periods in a row)

B. DISTRICT agrees to pay COUNTY for accounts-payable services rendered as follows:

- i. \$6.60 per check/EFT issued on behalf of DISTRICT for fiscal year 2023-2024, with an adjustment for each subsequent year to be calculated based upon Claims (Accounts Payable) division costs, including overhead.

C. COUNTY agrees to submit an annual invoice for total payroll and accounts payable services provided.

6. **TERM.** The term of this Contract shall be: the date of execution through June 30, 2024. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.
7. **EARLY TERMINATION.** Either party hereto may terminate this Contract as of June 30 of any year by giving one hundred twenty (120) days' written notice to the other party.
8. **MODIFICATION OF CONTRACT.** The fees, terms or conditions of this Contract may be modified in writing with the consent of the parties. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
9. **OBLIGATIONS UPON TERMINATION.** Upon termination of this Contract, a final accounting shall be made of the fees payable to the COUNTY and any funds belonging to the DISTRICT in the possession of COUNTY and any balance due either party shall be promptly paid by the debtor party.
10. **RECORDS.** All records, reports and material pertaining to DISTRICT payroll subject to this Contract shall be the property of DISTRICT and shall be available to DISTRICT.
11. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent allowed by law, each of the Parties will indemnify, hold harmless and defend the other party and its directors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses under or in connection with any work or authority delegated to such party under this Contract. Neither party, nor any director, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, under or in connection with any work or authority delegated to such other party under this Contract. This indemnification will survive termination or expiration of this Contract.
12. **NONASSIGNMENT.** Neither party shall assign this Contract or any part hereof without the written consent of the other party. This provision is not intended to restrict

the COUNTY from engaging personnel, as COUNTY deems reasonably advisable.

13. **INDEPENDENT CONTRACTOR.** While performing service hereunder, the COUNTY shall be an independent contractor and not an agent, officer, or employee of the DISTRICT.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Attachments included: None.

14. **AUTHORITY.** Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

15. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral Contracts between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

again we are not a independent contractor

Commented [I10]: I looked this up on the website- the title of Chapter 1 is "Claims Against the County"- perhaps this particular section 1.05 should be attached as an "exhibit" for reference.

END OF PAGE
SEE SIGNATURE PAGE BELOW

SIGNATURE PAGE

INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **(ENTER JPA/DISTRICT NAME)**

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name:

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

Risk Management

Office of the County Counsel



COUNTY OF SANTA CRUZ

INFORMATION SERVICES DEPARTMENT

701 OCEAN STREET, ROOM 315, SANTA CRUZ, CA 95060-4073

(831) 454-2030

TAMMIE WEIGL, DIRECTOR

Contract# 19R0215

RECEIVED
MAY 31 2023

May 23, 2023

Stacie Brownlee, Fire Chief
Santa Cruz Fire Chief's Association
Ben Lomond Fire District
9430 Highway 9
Ben Lomond, CA 95005-9228

To whom it may concern,

The County of Santa Cruz and Santa Cruz Fire Chief's Association have an agreement that permits rate adjustments in line with the Consumer Price Index. As a result, starting on July 1, 2023, the County will increase its fees by 5%, which will result in an annual fee of \$39,900.00 for Radio Support and Maintenance services for the fiscal year 2023–24.

In addition, maintenance of equipment not described in our contract will be billed at cost of materials, and a labor rate of \$124.50 per hour.

We thank you for your understanding. Please feel free to call us with any questions, concerns, or comments.

Sincerely,
Emilia Gamboa
Administrative Services Manager
County of Santa Cruz / Information Services

For 2023-24:

SANTA CRUZ FIRE DEPARTMENT	39,900.00
AMERICAN MEDICAL RESPONSE WEST	31,500.00
SANTA CRUZ REGIONAL 9-1-1	21,030.00
I can't find the last two contracts:	
CITY OF SANTA CRUZ	11,650.00
CAPITOLA POLICE DEPARTMENT, CITY OF	2,960.00