



BEN LOMOND FIRE PROTECTION DISTRICT

AGENDA of the BOARD OF DIRECTORS

Wednesday September 20, 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, Director Tom Maxson and 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- Firefighters gift/Paynight, Appropriation of Funds

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 August 16, 2023
 - 1.1 Regular Meeting of September 20, 2023
2. Approval of Expenditures for September 20, 2023
 - 2.1 Paid bills in the amount of \$ 14,168.14
 - 2.2 Paid Payroll in the amount of \$ 16,353.33

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)
3. SOP Review
Key discussion points: SOP #2010
Decision(s) made:
Action items and assignee(s)
4. LAFCO
Key discussion points:
Decisions made:
Action Items and assignees:
5. Landscaping
Key discussion points: Starts in September
Decisions made:
Action Items and assignees:
6. Arden Property
Key discussion points:
Decisions made:
Action Items and assignees:
7. Santa Cruz County Agreement
Key discussion points: See attachment
Decisions made:
Action Items and assignees:

NEW BUSINESS

1. Pedestrian Safety on Glen Arbor

Key discussion points: This section of Glen Arbor road has the highest pedestrian volumes connecting a county roadway to Highway 9 and downtown. There are no safe areas to walk and pedestrians are often forced to walk within the vehicle lanes. Further, during winter the shoulder areas are often flooded making a bad situation worse. Glen Arbor Road has become the defacto Highway 9 due to multiple Highway 9 closures, and has been a Highway 9 detour for over four months in 2023. It was not designed to carry heavy truck traffic or traffic volumes of over 15,000 vehicles per day. Glen Arbor Road should have pedestrian improvements on its entirety. The section between Pine and Highway 9 has been identified as the highest priority section due to pedestrian demand from several connecting streets and neighborhoods. This section of Glen Arbor Road has already been identified as a pedestrian safety priority in the 2019 Highway 9 Complete Streets Plan and in the latest Regional Transportation Improvement Plan.

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. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957: regarding claims against the District: • Claimant: Kathy Lamothe • Claimant: Jack Lamothe

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 –October 18, 2023

ADJOURNMENT



BEN LOMOND FIRE PROTECTION DISTRICT

Board Meeting

Public Hearing to Adopt the FY 2023-2024 Final Budget
Minutes Regular Board Meeting
Wednesday, August 16, 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 Lisa Hill, Director (Vice) Sean Castagna, Director Tom Maxson, Director Dave Bingham & Director Glen Cady

Fire District Staff: Asst. Chief Ayers

Absent: Chief Brownlee (vacation)

Also Present: None

FLAG SALUTE/MOMENT OF SILENCE

ROLL CALL

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, August 16, 2023, Chairperson Hill called the meeting to order at 9:02 AM.

Open Public Hearing- Adopt the FY2023-2024 Final Budget- Director Hill opened the public hearing at 9:03 AM.

Call to Order – no public comments received.

Director Maxson made a motion to adopt the FY2023-2024 Final Budget as presented, Director Castagna seconded.

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

Noes: None

Abstain: None

Absent: None

Close Public Hearing- Adopt the FY 2023-2024 Final Budget- Director Hill closed the Public Hearing at 9:06 AM and opened the Regular Meeting.

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.

CHIEF'S REPORT

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

COMMUNICATIONS – None.

BOARD CALENDER EVENTS- Chiefs Review Sean/ Lisa

COMMITTEE REPORTS- None

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 July 19, 2023
 - 1.1 Regular Meeting of August 16, 2023
 2. Approval of Expenditures for August 16, 2023
 - 1.1 Paid bills in the amount of \$12,300.25
 - 1.2 Paid Payroll in the amount of \$16,807.58
- 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 Cady, Director Castagna, Director Maxson, 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. Mill St. (Discussion/Action)
Key discussion points: Keep on the agenda and add the deadline date. *Some discussion.*
Decision(s) made:
Action items and assignee(s) Deadline date 12/2023
3. SOP Review
Key discussion points: SOP# 2010 Director Bingham would like it to remain on the agenda to review. *Tabled.*
Decision(s) made:
Action items and assignee(s)
4. Pierce 2002 Donated by Millbrae
Key discussion points: Finally, in service- see final spread sheet, 2211 sent to Fort Jones and do we want to remove this from the agenda?
Decisions made: None
Action Items and assignee(s) *Castagna, Bingham and Cady asked to see engine after meeting, Ayers to provide.*
6. LAFCO
Key discussion points: No report
Decisions made:
Action Items and assignees: *some discussion*
7. Apparatus Room Doors
Key discussion points: *Paul Eaton completed painting last week.*
Decisions Made:

Action Items and assignees:

08. Landscaping

Key discussion points: Starts in September

Decisions Made:

Action Items and assignees:

09. Arden Property

Key discussion points: *No action*

Decisions Made:

Action Items and assignees: *Director Bingham requested to go in to closed session to discuss Real Estate matters.*

10. 2023-2024 Annual Preliminary Budget Review

Key discussion points: *Budget adopted during Public Hearing portion earlier.*

Decisions Made:

Action Items and assignees:

11. Santa Cruz County Agreement

Key discussion points:

Decisions made: Still waiting for contract from County

Action Items and assignee(s)

New Business

01. Resolution 2023-05 VFC Grant Agreement

Key discussion points: This year we did not get awarded full proposed project. We have been awarded 5 pagers, 20 wildland coats, 20 Gloves and 5 hoods.

Motion was made by Director Maxson seconded by Director Hill to approve Resolution 2023-05.

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

Noes: None

Abstain: None

Absent: None

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: Board went into closed session at 9:20. Resumed back into regular Board meeting at 9:35. No reportable action.

Board went into closed session at 9:20 to discuss real estate matters.

Adjourned and went back into regular Board meeting at 9:29.

There was no reportable action.

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 – September 20, 2023

ADJOURNMENT

The meeting was adjourned at 9:30 AM

ATTEST: _____
Chairperson Hill

Stacie Brownlee, Secretary



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:	09/20/2023
	Approved	Date	

Correspondence

Administration

Operations

BLFD responded to calls in 38 Aug/Sept

- Structure (1)
- EMS (21)
- Haz Mat (0)
- Vehicle Acc. (2)
- Public Service (9)
- Smoke Checks (2)
- Other, wires (3)
- Mutual Aide Of these calls (9) 6 Boulder, 1 Bonny D, 2 Fel
- Storm related (0)
- Wildland (0)

Training

- Engine Block

Logistic

Fire Prevention/Ed

Received a FEMA grant for a new Education Trailer/ Extinguisher Props

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

Date: September 20, 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

\$ 14,168.14.

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

September 20, 2023.

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

CLAIMS BY VENDOR

08/23/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
AYERS, MIKE	//	62826	I-300 class instructor fee	\$280.00	<input type="checkbox"/>
PRESS BANNER	//	62420	Public notice for Budget adoption- 2 weeks (08/04 & 08/11)	\$80.00	<input type="checkbox"/>
PUBLIC AGENCY RETIREMENT SERVICES	//	52015	PARS administrator services for month ending 06/30/23	\$300.00	<input type="checkbox"/>
SOUTHERN COUNTIES LUBRICANTS, LLC	//	62920	Fuel delivery 08/14/23 - 770 gal dyed diesel @\$4.67	\$3,816.26	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61920	Main account bill- Analgesic Services billing / oxygen	\$45.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61110	Main account bill- dry suit repairs	\$60.78	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- E2210 - heavy tarp, strapping, webbing, tablet mount	\$302.31	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- engine parts and maintenance (fasteners, wax)	\$76.23	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61731	Main account bill- Leaf blower carburetor	\$23.52	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Main account bill- meals etc. fire line training Moraga	\$169.08	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- PG&E and SLV Water billings	\$75.46	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62223	Main account bill- shipping/postage	\$30.96	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill- Softwares (Adobe, back up, mapping)	\$206.60	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- Station PG&E and SLV Water billings	\$933.81	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill- Verizon billing	\$685.59	<input type="checkbox"/>
Total				\$7,085.60	

CLAIMS BY VENDOR

08/30/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
CAL FIRE- Attn: Accts Receivable	//	62826	FSTEP Training / I-300 Intermediate ICS for 4	\$300.00	<input type="checkbox"/>
EATON PAINTING	//	61845	Bay doors- exterior sand, prim and apply 2 coats	\$4,500.00	<input type="checkbox"/>
EMT CERTIFICATION FUND / EMSA	//	62826	EMT program - renewal Capwell E131646 and Carkner E130874	\$74.00	<input type="checkbox"/>
FASTRAK INVOICE PROCESSING DEPARTMENT	//	62888	Toll fine/ Benecia-Martinez Bridge 08/10/23 for 2211	\$7.00	<input type="checkbox"/>
SANTA CRUZ CO - HSA	//	62826	EMS Program - renewal for Capwell E131646 and Carkner E130874	\$200.00	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61731	batteries	\$19.79	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	Misc repairs supplies/parts E2210	\$40.53	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61846	Plumbing supplies, picture hangers, hose nozzle replacement	\$168.70	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	Vehicle maint- wax, car wash brush	\$37.05	<input type="checkbox"/>
Total				\$5,347.07	

CLAIMS BY VENDOR

09/13/2023

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

Vendor	Claim Date	GL Obj	Message	Amount	
GL Key: 680600					
FIRE RISK MANAGMENT SERVICES-FRMS	//	53010	Monthly insurance premium - for October 2023	\$128.39	<input type="checkbox"/>
GREENWASTE RECOVERY INC	//	61425	Garbage & Recycle for 08/01-08/31/23	\$145.30	<input type="checkbox"/>
IHWY, LLC	//	62381	Web hosting / Mail Accts for September 2023	\$72.50	<input type="checkbox"/>
JERP INC DBA ERNIES SERVICE CENTER	//	61720	C2201- tire repair	\$29.50	<input type="checkbox"/>
SILKE COMMUNICATIONS	//	61215	Thick mount coax, male crimps (station radio work)	\$80.77	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel purchases	\$1,279.01	<input type="checkbox"/>
Total				\$1,735.47	

**Board Mtg. - Vendor Totals
September 20, 2023**

Vendor Claim Sheets	\$ Amount	Date
Page 1 total	\$7,085.60	23-Aug-23
Page 2 total	\$5,347.07	30-Aug-23
Page 3 total	\$1,735.47	13-Sep-23
Grand Total Vendor Claims	\$14,168.14	

TOTALS

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	22.50	\$832.50
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
800494	Mike Ayers	\$75.00	PER SHIFT	888	6.00	\$450.00
803541	Nick Burgess	\$75.00	PER SHIFT	888	3.00	\$225.00
801757	Matt Sanders	\$75.00	PER SHIFT	888	4.00	\$300.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
DAY WORKER- STATION						
EMPLOYEE #						
803760	Mike Aluffi	\$25.00	HOURLY	888	32.00	\$800.00
803842	Garrett Fisher	\$25.00	HOURLY	888	48.00	\$1,200.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00

Prepared by  DATE _____

Pay Type	Hours	Dollars
REGULAR HOURS	22.50	\$7,543.50
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 22.5
Total Regular & Special Amounts \$8,005.04



VOLUNTEER PAY		\$0.00
TOTAL	22.50	\$8,005.04

-0.00
 0.00 *
 8,005.04 +
 632.50 -
 7,172.54 *

51000 Regular Pay	\$7,543.50
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
Total	\$8,005.04

PAYROLL SD 02
PAY PERIOD #18
GL KEY# 680600

Beg Date: 08/19/23

ATTN: Auditor-Controller
End Date: 09/01/23

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	29.75	\$1,100.75
			SICK	022	0.00	\$0.00
DUTY CHIEF						
EMPLOYEE #						
800494	Mike Ayers	\$75.00	PER SHIFT	888	4.00	\$300.00
803541	Nick Burgess	\$75.00	PER SHIFT	888	10.00	\$750.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
DAY WORKER- STATION						
EMPLOYEE #						
803760	Mike Aluffi	\$25.00	HOURLY	888	24.00	\$600.00
803842	Garrett Fisher	\$25.00	HOURLY	888	40.00	\$1,000.00
803879	Kevin Giannini	\$25.00	HOURLY	888	16.00	\$400.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00

Prepared by *Laurie Dennis* *08/30/23*
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	29.75	\$7,886.75
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 29.8
 Total Regular & Special Amounts \$8,348.29



VOLUNTEER PAY		\$0.00
TOTAL	29.75	\$8,348.29

51000 Regular Pay	\$7,886.75
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
Total	\$8,348.29

8,348.29 +
 1,100.75 -
 7,247.54 *

	Ben Lomond Fire Protection District	Policy # 2010 Date 4/06
	SOP ADMINISTRATION PERSONNEL	TITLE: Pre-Employment Physical Exams Revision date 6/12

2010.1 All individuals who are offered full-time, temporary or part-time employment shall be required to submit to a physician's examination and controlled substance test at District expense. The examining physician will be provided a description of the job involved to assist in a determination of the individual's fitness to work.

2010.1.1 Employment will not occur until after a negative controlled-substance test result is certified, and until after a qualified physician has certified the individual as fit to perform the type of work required by the position applied for.

2010.1.2 Employment will not occur if the individual refuses to cooperate in the examination and testing.

2010.2 Retesting of an individual who was previously employed on a temporary, part-time or full-time basis will be required if more than three months have elapsed since the individual's last day of work for the District.

2010.3 Appointments with the medical facility providing the examination and controlled substance testing shall be made at least one day prior to testing if possible, with the individual to be tested provided minimal advance notice (no more than one day, if practical).

2010.4 When the individual to be tested reports to the medical facility for the scheduled examination and controlled substance testing, they must provide proof of identification, such as a drivers license photo or a state issued photo identification card.

2010.5 All test results shall be kept confidential. The applicant may be told they failed to pass the test, but only the Fire Chief and his/her confidential designee shall have access to the actual test results.

2010.6 District employment application forms shall contain a notice to applicants as follows:

The District has a policy of requiring a physician's physical fitness exam, together with urine drug testing of persons who have been offered employment. Individuals who are determined by the physician not to be physically fit for duty, or who test positive for controlled substances, will not be employed. If you have reason to believe that you will not pass a physician's physical examination, or will test positive for the presence of controlled substances, or if you are unwilling to consent to such an examination or test if offered employment, it is recommended that you not submit an application.

INDEPENDENT CONTRACTOR AGREEMENT

This Contract, which is effective on the date it is fully executed, is between the BEN LOMAND FIRE PROTECTION DISTRICT, hereinafter called DISTRICT, and the COUNTY OF SANTA CRUZ, hereinafter called COUNTY (each is referred to individually as a "party" and collectively, as the "parties").

WITNESSETH

WHEREAS the COUNTY can 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 regarding DISTRICT's payroll:

- A. Process bi-weekly payroll for DISTRICT's 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, direct deposit to financial institutions, deferred compensation, and applicable State and federal taxes.
- C. Provide each payee with an Earnings, Deductions & Leave statement which shows, at a minimum, the following:
 - i. current earnings by hours and amount, current taxes, and other deductions by amount;
 - ii. year-to-date earnings, taxes and other deductions; and
 - iii. current balances for sick, annual, personal, administrative leave and floating holidays, if provided by DISTRICT.

- D. Provide direct deposits to financial institutions both for saving and/or checking accounts. 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).
- E. File all Federal and State payroll taxes within prescribed time limits and complete required IRS and EDD reporting forms including quarterly EDD (DE9) and quarterly IRS (941).
- F. Deduct for Medicare from paychecks for employees hired after April 1, 1985, and for FICA, as necessary.
- G. For those DISTRICT employees covered by the Public Employees' Retirement System (PERS), process all retirement deductions in accordance with DISTRICT's contract with PERS (the DISTRICT shall provide COUNTY a copy of its contract with PERS), and as required by law, including:
 - i. Deductions on the first 80 hours only (not to include overtime);
 - ii. Payment for the monthly CalPERS Unfunded Accrued Liability; and
 - iii. Payment for the monthly CalPERS medical benefits invoice.
- H. Interface with COUNTY financial system and provide journal entries for posting to general ledger within five (5) workdays of payday.
- I. Upon request, provide reports with the following information and frequency shown in parentheses:
 - i. Payroll history by employee (payday) including Employee Master File and Earnings History.
 - ii. Deductions by employee (payday).
 - iii. Audit report by employee (payday).
 - iv. Payroll register by employee (payday).
- J. Generate new reports as required. (If an additional charge for a report is required by COUNTY, COUNTY will notify DISTRICT in advance so that DISTRICT may approve charges.)
- K. Account for taxable, non-cash fringe benefits as reported to COUNTY by DISTRICT.
- L. Issue W-2s and upon request provide duplicate W-2s.

- M. Provide information needed for special project reports subject to an hourly billing charge if COUNTY deems applicable.
- N. 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 DISTRICT IRS tax forms.

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 pay amount for 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. 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.
- B. Issue warrant or EFT payments to vendors on behalf of DISTRICT. COUNTY strives to issue payment within seven calendar days of receiving an approved claim for payment.
- C. Issue 1099s to vendors on behalf of DISTRICT in accordance with IRS guidelines.
- D. 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.

4. **ACCOUNTS PAYABLE-RELATED DUTIES OF THE DISTRICT.** The DISTRICT agrees during the term of this Contract to perform the following functions and duties regarding 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 provide requests for payments to vendor to COUNTY in the format as required by COUNTY.

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.
 - 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 DISTRICT agrees in writing to have this Contract 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 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 a 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 upon request. DISTRICT records held by COUNTY shall be maintained in a confidential manner and protected as employment records.
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. However, neither party, nor any director, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of negligent acts, omissions, or willful misconduct committed solely by 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. Notwithstanding the above, the parties agree that COUNTY'S liability for damages associated with this Contract, regardless of the claim or cause of action asserted, shall not exceed the total amount DISTRICT paid for the services giving rise to the asserted liability.
13. **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.
14. **INDEPENDENT CONTRACTOR.** While performing service hereunder, the COUNTY shall be an independent contractor and not an agent, officer, or employee of the DISTRICT.
15. **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.
16. **AUTHORITY.** Each party has full power and authority to enter 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.
17. **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.

Each party agrees to comply with all laws regarding the duties of that party as described in this Contract. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement before entering into litigation. The Parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

END OF PAGE
SEE SIGNATURE PAGE BELOW

INDEPENDENT CONTRACTOR AGREEMENT

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

2. BEN LOMOND FIRE PROTECTION DISTRICT

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