



# **BEN LOMOND FIRE PROTECTION DISTRICT**

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

**Ben Lomond Fire Protection District.  
Wednesday April 15, 2026 at 9:00 AM  
Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California  
Telephone: 831-336-5495 Fax: 831-246-8890  
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.

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

President Director Tom Maxson, Director (Vice) Marty Walker, Director Kirt Hackett  
Director Lisa Hill, Director Andrew Cope 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-**

### **COMMITTEE REPORTS- Budget- Hill & Walker, Building- Walker & Cope, Chiefs Rev.- Hackett & Maxson**

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 18, 2026



# BEN LOMOND FIRE PROTECTION DISTRICT

## Board Meeting Minutes

Regular Board Meeting

Wednesday March 18, 2026 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:** Director Tom Maxson, Director Lisa Hill, Director Andrew Cope, Director Kirt Hackett and Director Marty Walker

**Fire District Staff:** Chief Brownlee

**Absent:**

**Also Present:**

**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, March 18, 2026, Chairperson Maxson 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.

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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-** 700 Forms

**BOARD CALENDAR EVENTS-**

**COMMITTEE REPORTS-** Committees set. Budget- Marty & Lisa, Building- Marty & Andrew. Chiefs review- Kirt & Tom

Directors may report on committee activities and meetings

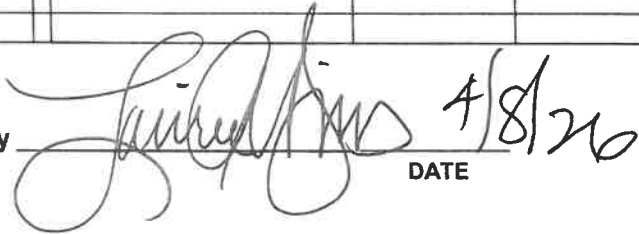
### CONSENT CALENDAR ITEMS

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 February 18, 2026
2. Regular Meeting of March 18, 2026
3. Approval of Expenditures for March 18, 2026
  - 1.1 Paid bills in the amount of \$ 32,757.99
  - 1.2 Paid Payroll in the amount of \$16,663.08

Approval of Consent Calendar Items

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	32.00	\$1,184.00
			SICK	022	0.00	\$0.00
<b>DUTY CHIEF</b>						
<b>EMPLOYEE #</b>						
800494	Mike Ayers	\$75.00	PER SHIFT	888	6.00	\$450.00
803541	Nick Burgess	\$75.00	PER SHIFT	888	7.00	\$525.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
<b>DAY WORKER- STATION</b>						
<b>EMPLOYEE #</b>						
803842	Garrett Fisher	\$25.00	HOURLY	888	32.00	\$800.00
804051	Owen Garrahan	\$25.00	HOURLY	888	16.00	\$400.00
804050	Connor Scarborough	\$25.00	HOURLY	888	32.00	\$800.00
804095	Audrey Dawson	\$25.00	HOURLY	888	1.00	\$25.00

Prepared by  DATE 4/8/26

Pay Type	Hours	Dollars
REGULAR HOURS	32.00	\$7,920.00
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

**Payroll Batch Control**

Employees 8  
 Line Entries 9  
 Total Reg. & Special Hours 32.0  
 Total Regular & Special Amounts \$8,381.54



VOLUNTEER PAY		\$0.00
<b>TOTAL</b>	<b>32.00</b>	<b>\$8,381.54</b>

....  
 0.00 \*  
 8,381.54 +  
 1,184.00 -  
 7,197.54 \*

51000 Regular Pay	\$7,920.00
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
<b>Total</b>	<b>\$8,381.54</b>

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

**Date: April 15, 2026**

**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

\$ 19,624.18.

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

April 15, 2026.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

# CLAIMS BY VENDOR

03/25/2026

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

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
ALLSTAR FIRE EQUIPMENT, INC.	//	61110	2 @ Scott 5-strap SCBA headnet	\$387.63	<input type="checkbox"/>
ROSS' LADDER SERVICE	//	61730	Ladder Testing- completed 03/17/26 (load test and inspection-157 ft, prong feet install)	\$583.65	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill- Adobe and back up software	\$64.12	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62020	Main account bill- Amazon Prime renewal fee	\$152.21	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62888	Main account bill- annual recalibration of Fit Test machine (reimb. by Chfs Assoc)	\$1,235.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63074	Main account bill- Arden property - SLV Water and PG&E billings	\$86.41	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Main account bill- beverages (gatorade, water) for academy	\$56.96	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62826	Main account bill- BFFA related/ reimbursed	\$124.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- C2200 hood lettering	\$55.28	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61110	Main account bill- earplugs, headlights, wildland coat silk screening	\$304.00	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62715	Main account bill- rope webbing for Large Animal gear	\$146.68	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill- shipping module	\$27.10	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62221	Main account bill- shipping postage	\$61.95	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63074	Main account bill- station SLV Water and PG&E billings	\$1,812.01	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill- Verizon billings	\$1,003.31	<input type="checkbox"/>
<b>Total</b>				<b>\$6,100.31</b>	

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

04/08/2026

<b>Vendor</b>	<b>Claim Date</b>	<b>GL Obj</b>	<b>Message</b>	<b>Amount</b>	
<b>GL Key: 680600</b>					
ALLSTAR FIRE EQUIPMENT, INC.	//	62715	\$ @ SEEK FQ-AAAX FirePRO 300 with gear keepers (personal TICs)	\$3,134.80	<input type="checkbox"/>
BOUND TREE MEDICAL, LLC	//	61920	1 case LG nitrile gloves, 1 case XL gloves	\$257.06	<input type="checkbox"/>
ERNIE'S AUTO CENTER	//	61721	Parts- fluid and filters for annual maint	\$161.04	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	2203- annual service and inspection, change oil, filters, check all fluids, fix leak in rear tire	\$450.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	2290 annual service and inspection, new wiper blades, brake and front end check	\$540.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	labor - Annual service and inspection	\$360.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	Labor for repairs- 2266 side door inner door latch, broken weld, repair and reassemble	\$450.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	labor- annual service and inspection, fluids and filters, pump oil, chassi inspect., Star Link mount install.	\$1,620.00	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel purchases	\$1,272.93	<input type="checkbox"/>
			<b>Total</b>	<b>\$8,245.83</b>	

**Supplement of Record 1 with Summary**

**.RO Number: 4916**

2021 JEEP Wrangler Unlimited Rubicon 4WD 4D UTV 6-3.6L Gasoline Sequential MPI BRIGHT WHITE

**TOTALS SUMMARY**

<b>Category</b>	<b>Basis</b>	<b>Rate</b>	<b>Cost \$</b>
Parts			-147.01
Body Labor	6.7 hrs @	\$ 130.00 /hr	871.00
Paint Labor	0.5 hrs @	\$ 130.00 /hr	65.00
Mechanical Labor	-6.6 hrs @	\$ 165.00 /hr	-1,089.00
Paint Supplies	0.5 hrs @	\$ 65.00 /hr	32.50
Miscellaneous			2,160.93
Other Charges			400.00
<b>Subtotal</b>			<b>2,293.42</b>
Sales Tax	\$ -114.51 @	9.7500 %	-11.16
Additional Supplement Taxes			-0.01
<b>Total Supplement Amount</b>			<b>2,282.25</b>
Additional Deductible Amount			4,258.93
Supplement Adjustments			4,258.93
<b>NET COST OF SUPPLEMENT</b>			<b>-1,976.68</b>

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	35,935.00	Brian Tsouvas
Supplement S01	2,282.25	Brian Tsouvas
<b>Job Total:</b>	<b>\$ 38,217.25</b>	
<b>CUSTOMER PAY:</b>	<b>\$ 4,258.93</b>	
<b>INSURANCE PAY:</b>	<b>\$ 33,958.32</b>	

Some parts on this repair may be purchased and warrantied through a third-party vendor and do not carry the vehicle manufacturer warranty.

**ESTIMATE OF REPAIR:**

The Estimate of Repair includes parts, labor, diagnosis, and any applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for loss or damage to your vehicle from fire, theft, accidents or any cause beyond our control. All tests will be made by our employees at your risk.

**AUTHORIZED**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**POWER OF ATTORNEY:**

I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs on my vehicle which has been released and accepted.


**ACCEPTED**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# Revenue/Expenditure Balances w/Variance

As Of = @yesterday; Years = 1; Chart Fields = GLKey,Character,Object; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Actual,Year-To-Date Encumbrances,Year-To-Date Variance; Revenues/Expenditures = R,E  
 GL Key [680600]

Object	GL Object Title	FY 2026				
		Adopted Budget	Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Variance
<b>GL Key: 680600 – BEN LOMOND FIRE PROTECTN DIST</b>						
<b>Expenditures</b>						
<b>Character: 60 – SERVICES AND SUPPLIES</b>						
63074	UTILITIES	25,578.00	25,578.00	0.00	16,179.24	9,398.76
Total 60 – SERVICES AND SUPPLIES		546,721.00	546,721.00	3,801.39	264,312.59	282,408.41
<b>Character: 70 – OTHER CHARGES</b>						
74230	PRINCIPAL ON FINANCED PURCH	77,500.00	77,500.00	0.00	0.00	77,500.00
74420	INTEREST ON FINANCED PURCHASES	6,050.00	6,050.00	0.00	0.00	6,050.00
Total 70 – OTHER CHARGES		83,550.00	83,550.00	0.00	0.00	83,550.00
<b>Character: 80 – FIXED ASSETS</b>						
86110	BUILDINGS AND IMPROVEMENTS	80,000.00	80,000.00	0.00	49,510.71	30,489.29
86203	COMPUTER EQUIPMENT	8,000.00	8,000.00	0.00	0.00	8,000.00
86204	EQUIPMENT	5,513.00	5,513.00	0.00	0.00	5,513.00
86209	MOBILE EQUIPMENT	156,000.00	156,000.00	0.00	155,388.72	611.28
Total 80 – FIXED ASSETS		249,513.00	249,513.00	0.00	204,899.43	44,613.57
Total Expenditures		1,344,309.00	1,344,309.00	13,916.02	803,360.82	540,948.18
Total 680600 – BEN LOMOND FIRE PROTECTN DIST		-160,000.00	-160,000.00	-13,916.02	-1,843.11	-158,156.89
		-160,000.00	-160,000.00	-13,916.02	-1,843.11	-158,156.89

	<b>Ben Lomond Fire Protection District</b>	<b>Policy # 2170</b> <b>Date 4/06</b>
	<b>SOP ADMINISTRATION PERSONNEL</b>	<b>TITLE: Disciplinary Action</b> <b>Revision date 6/12</b>

**2170.1** The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The Fire Chief may discipline any employee for cause.

**2170.2** Grounds for Discipline.

- 2170.2.1** Discourteous treatment of the public or fellow employees.
- 2170.2.2** Drinking of intoxicating beverages or use of illegal or non-prescribed drugs on the job, or arriving on the job under the influence of such beverages or drugs.
- 2170.2.3** Habitual absence or tardiness.
- 2170.2.4** Abuse of sick leave.
- 2170.2.5** Disorderly conduct.
- 2170.2.6** Incompetence or inefficiency.
- 2170.2.7** Being wasteful of material, property, or working time.
- 2170.2.8** Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination.
- 2170.2.9** Neglect of duty
- 2170.2.10** Dishonesty
- 2170.2.11** Misuse of District property.
- 2170.2.12** Willful disobedience
- 2170.2.13** Conduct unbecoming a District employee.

**2170.3** All disciplinary action will be accompanied by a letter of warning to the employee stating the reasons and grounds for such discipline. The employee must acknowledge receipt of the warning by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, before the conclusion of the next regular working day, respond in writing to the contents of the letter of warning.



		Total	\$14,500
<b>53015</b>	<b>UNEMPLOYMENT INSURANCE</b>		
	1 Unemployment Ins contributions	\$7,000	
		Total	\$7,000
<b>54010</b>	<b>WORKERS COMPENSATION INSURANCE</b>		
	1 Insurance Contributions	\$20,000	
		Total	\$20,000
<b>TOTAL SALARIES &amp; BENEFITS</b>			<b>\$466,525</b>
<b>61110</b>	<b>CLOTHING &amp; PERSONAL SUPPLIES</b>		
	<i>Items for personal use, including safety equipment: Badges, belts, gloves, goggles, helmets, masks, raincoats, rubber boots, uniforms, uniform allowance</i>		
	1 PPE	\$19,000	
	2 Helmet Shields	\$1,500	
	3 Passport/Accountability Equipment	\$1,000	
	4 Match AFG funds 50/50 Grant	\$10,000	
	5 Other	\$1,500	
		Total	\$33,000
<b>61217</b>	<b>RADIO SERVICES</b>		
	<i>Special communication equipment</i>		
	1 Netcom Services	\$18,200	
	2 County Radio Shop Services	\$500	
	3 Tablet Command	\$14,000	
	4 Other radio	\$17,300	
		Total	\$50,000
<b>61221</b>	<b>TELEPHONE-NON TELECOM</b>		
	1 Internet and telephone service (Verizon)	\$8,000	
	2 Cellular phone service (incl. ipads)(Verizon)	\$10,000	
	3 Star Link	\$1,500	
	4 Misc.	\$500	

*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. \$1,000

Total \$1,000

**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 Hurst hydraulic tools \$2,000  
 6 SCBA Annual Service \$2,500  
 7 Misc. Repairs \$2,805

Total \$10,500

**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

**61848 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 S. Cruz Fire Equip maint on kitchen Extg Sys \$700  
 5 Health Permit Fees \$2,000  
 6 General building maintenance services \$9,835

Total \$14,000

		Total	\$14,450
<b>62221</b>	<b>POSTAGE</b>		
	1 UPS	\$100	
	2 USPS	\$400	
		Total	\$500
<b>62223</b>	<b>OFFICE SUPPLIES</b>		
	1 Office Supplies	\$500	
	2 Misc.	\$500	
		Total	\$1,000
<b>62301</b>	<b>ACCOUNTING AND AUDITING FEES</b>		
	1 Payroll /Claims Services for FY	\$5,000	
	2 Property Tax Admin. Fees	\$9,500	
	3 Annual Audit	\$10,000	
		Total	\$24,500
<b>62327</b>	<b>DIRECTORS' FEES</b>		
	<i>Fees paid to Fire Commissioners</i>		
	1 Meeting fees	\$8,000	
		Total	\$8,000
<b>62358</b>	<b>LAUNDRY SERVICES</b>		
	1 Cleaning of PPE	\$450	
		Total	\$450

		Total	\$28,312
<b>62826</b>	<b>EDUCATION AND/OR TRAINING</b>		
	1 S230/231, Wildland, Driver Operator, etc.	\$3,000	
	2 EMT Reimb / EMT Recerts	\$5,000	
	3 TargetSolutions annual renewal	\$3,000	
	4 FF1	\$30,000	
	5 Misc. training	\$9,000	
		Total	\$50,000
<b>62888</b>	<b>SPECIAL DISTRICT EXPENSE-SERVICES</b>		
	<i>Specialized supplies and services peculiar to one or a few districts, for which an account has not been otherwise provided:</i>		
	<i>Books for circulating (Libraries)</i>		
	<i>Film development, supplies and expense (fire)</i>		
	<i>Election expense</i>		
	<i>Hoses, couplings and nozzles (fire)</i>		
	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	\$2,000	
	6 Gas Monitor	\$5,200	
	7 Misc	\$3,943	
		Total	\$21,443
<b>62920</b>	<b>GAS, OIL, FUEL</b>		
	1 Fuel (Shell card charges and diesel tank fills)	\$30,000	
		Total	\$30,000
<b>62928</b>	<b>TRAVEL OTHER</b>		
	<i>Includes: Auto &amp; truck gasoline; delivery charges; Reimbursement for private car use; Reimbursement for meals, lodging, bridge tools, train, bus, air fare; any other authorized travel expense</i>		
	1 Conference Travel	\$2,500	
	2 Misc. Travel & Training	\$2,500	

<b>86204</b>	<b>EQUIPMENT</b>		
	<i>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.</i>		
	1 Misc.		\$5,513
		Total	\$5,513
<b>86209</b>	<b>MOBILE EQUIPMENT-outfit Type 3</b>		\$43,319
		<b>Grand Total</b>	<b>\$1,226,770</b>
		03/30/26	

## Fire Districts Joint Powers Authority

### Joint Powers Agreement

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

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

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

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

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

1. Definitions: Certain terms used in this agreement shall have the meanings as provided in this section.
  - (a) "Board" - the Board of Directors of the Fire Districts Joint Powers Authority.
  - (b) "JPA" - short-form name for Fire Districts Joint Powers Authority.
  - (c) "Member Agency" - one of the public agencies which has executed this JPA and joined in the agreement.
  - (d) "Non-Member Participating Agency" - A public agency that participates in one or more individual service agreements without becoming a member agency of the JPA and who do not possess the right to vote on the general business or governance of the JPA. Non-member participating agencies must be approved the board of the JPA and will only have participation rights as described in the service agreement.
  - (e) "Service Agreement" - an agreement between the Agencies and any joining Non-Member Participating Agency, pursuant to this Agreement, which establishes how a specific service will be provided and funded.
2. Formation of the Fire Districts Joint Powers Authority. The Agencies, with the consent of their respective legislative bodies, hereby join together for the purpose of providing joint services and to create a joint powers agency to be named "The Fire Districts Joint Powers Authority", which shall be a separate entity from the member agencies

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

7. The JPA Board.

- (a) Creation. There is hereby created the Joint Powers Board of Directors ("Board"), which shall be responsible for administering this agreement.
- (b) Composition. The Board shall be comprised of one voting member for each Member Agency, and an alternate who may only vote in the event the regular director is absent. Non-Member Participating Agencies are not entitled to a seat on the Board. Each Member Agency shall appoint a director and alternate to the Board from their own governing body to serve at the will and pleasure of the appointing agency. The alternate director shall either be another director of the Member Agency or its fire chief.
- (c) Meetings. The Board shall act only at meetings noticed and agendized in compliance with the Ralph M. Brown Act and any other applicable law. Meetings shall be called by the Chair or the Vice-Chair, or at the written request of any three directors. Except in an emergency as determined by the Chair, Directors shall receive notice, an agenda, and other meeting materials at least seven (7) days before the meeting. Minutes shall be taken of all meetings and distributed to all directors for review and approval by the Board at a subsequent meeting.
- (d) Voting. A quorum for a meeting shall be a majority of the Board, or four Board members. Action may only be taken by the Board through the affirmative vote of a majority of the quorum, with each Member Agency's appointed director entitled to vote. Actions of the Board shall be effective upon approval of a majority of the members of the Board. In the event of a tie vote, the Board agrees to reopen discussion of the item and again vote until there is a majority action.
- (e) Officers. Annually, in January of each year, the Chair, Vice-Chair, Treasurer, and Board Secretary shall be elected annually at the first Board meeting of each calendar year from the Directors by a majority vote.
- (1) Chair. The Chair shall preside at all Board meetings and sign all necessary documents on behalf of the JPA. The Chair shall determine the scheduling and content of agendas for all meetings, be responsible for overseeing the preparation of the

Agencies shall contribute a prorated share based as determined by the Member Agencies. If a Member Agency or Non-Member Participating Agency consolidates or withdraws from the JPA, the cost shall be reapportioned among the remaining Member Agencies and Non-Member Participating Agencies so that the cost is shared equally among the remaining agencies.

(2) Specific Services: The cost of providing each specific service shall be apportioned amongst the Member Agencies and Non-Member Participating Agencies in the manner as they agree in the Service Agreement for that service.

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

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

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

10. Property of the JPA.

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

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

(b) A member agency may withdraw from this JPA only at the end of a fiscal year and upon at least six months prior written notice to the Board. Upon withdrawal, a Member Agency or Non-Member Participating Agency shall not be entitled to a reimbursement for any JPA assets

**Commented [VT2]:** Have you considered insurance, including casualty insurance for all JPA assets (with premiums to be paid by all Agencies), liability insurance (cost shared proportionately), what happens with uninsured claims (i.e. does one agency pay for these, and then bill the proportionate share - as set here) to the members?

(b) The terms of this Agreement shall be liberally construed to achieve the purposes of this Agreement.

(c) The terms of this JPA and any Service Agreements shall be construed to harmonize wherever reasonable possible. However, with respect to the provision of a specific service, the terms of a Service Agreement for that service shall supersede any conflicting terms of this JPA.

- 15. Severability. If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 16. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
- 17. Successors. This Agreement shall be binding upon and inure to the benefit of the any successor agency of any member agency.
- 18. Entire Agreement. This instrument, and any Service Agreements adopted hereunder, contain the entire agreement between the Parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the Parties.
- 19. Counterparts. This Agreement may be signed in counterpart and shall become binding and effective, as if all had signed a single copy of this agreement, when all of the duly executed signature pages have been received by the Board Secretary. Each member agency shall be given a photocopy of the complete executed Agreement for its records, and the original executed agreement shall be kept in the JPA files. Facsimile, scanned, and electronic signatures shall have the same force and effect as original signatures.

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

BOULDER CREEK FIRE PROTECTION DISTRICT

CENTRAL FIRE PROTECTION DISTRICT

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

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

BEN LOMOND FIRE PROTECTION DISTRICT

SCOTTS VALLEY FIRE PROTECTION DISTRICT

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

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

FELTON FIRE PROTECTION DISTRICT

ZAYANTE FIRE PROTECTION DISTRICT

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

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

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

IV. Purchases/Informal Bid Procedure:

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

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

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

VI. Formal Bidding - When Required:

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

VII. Formal Bidding - Solicitation:

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