

ZAYANTE FIRE PROTECTION DISTRICT

7700 E. Zayante Road

Felton Ca. 95018

BOARD OF DIRECTORS AGENDA

Monday April 20, 2021

Time 7:00 P.M.

**THIS WILL BE A TELECONFERENCE MEETING VIA ZOOM
ANY MEMBER OF THE PUBLIC WISHING TO LISTEN OR SPEAK DURING
PUBLIC RESPONSE CAN CALL IN AT**

+16699006833,,87601099959#,,,,*936296# US (San Jose)

Meeting ID: 876 0109 9959

1.0: CALL TO ORDER

2.0: FLAG SALUTE

3.0: ATTENDANCE (circle if absent) Clark Fleming Herceg Maxwell Tarbet

4.0: APPROVAL OF PREVIOUS MEETING MINUTES:

Regular meeting 03/16/2021

5.0: ADDITIONS/DELETIONS TO AGENDA

Additions to the agenda may be added as discussion items. The Board will not act on any added items at this meeting. The Board may elect to add the item to a future meeting for action.

6.0: PUBLIC RESPONSE (State name, address and subject.) Time limit of three minutes

7.0: CORRESPONDENCE

7.1: Supervisor McPherson's office.

8.0: COMMITTEE REPORTS

8.1: CHIEFS REPORT

8.2: SLV DISTRICT COUNCIL

8.3: COUNTY CHIEFS/SCCFAIG/EMSIA

8.4: OPERATIONS SECTION

8.5: TRAINING SECTION

9.0: OLD BUSINESS

9.1: COVID-19

9.2: Financial Audit for FY 20

10.0: NEW BUSINESS

10.1: **ACTION ITEM:** Resolution 473-02-21 A RESOLUTION ACCEPTING

UNANTICIPATE REVENUE From the State of California for the CZU Complex.

10.2: **ACTION ITEM:** Proposed Fire Chief Contract. (See attachments)

11.0: POLICY AND PLANNING

11.1: Goals and objectives for 2021

12.0: OTHER BUSINESS (As necessary for the District to perform its functions as required by law)

13.0: BUDGET, BILLS AND PAYROLL

13.1: Approval of bills

13.2: Payroll: Approve pay periods 6-7-8

14.0: PERSONNEL

15.0: Round Table

16.0: ADJOURNMENT

NEXT MEETING May 25, 2021

POSTED: April 16, 2021 @ 4:30 P.M.



ZAYANTE FIRE PROTECTION DISTRICT

7700 East Zayante Road, Felton CA 95018
Ph: 831-335-5100 Fx: 831-335-5199

Board of Directors **Minutes of the Regular Meeting** **March 16, 2021**

1.0: CALL TO ORDER:

Chairperson Fleming called the regular meeting of the Zayante Fire Protection Board of Directors to order at 7:04 PM. This was a teleconference meeting via Zoom

2.0: FLAG SALUTE:

3.0: DIRECTOR ATTENDANCE:

Directors Present: Clark, Fleming, Herceg, and Maxwell

Fire Department: Chief Stipes

Absent: Tarbet

4.0: PREVIOUS MEETING MINUTES:

- Upon motion from Director Herceg and duly seconded by Director Clark, minutes from the February 16, 2021 regular meeting were approved by a unanimous vote.

5.0: ADDITIONS AND DELETIONS TO THE AGENDA:

Additions to the agenda may be added as a discussion item. The Board will not take action on any added items at this meeting. The Board may elect to add the item to a future meeting for action. Delete 13.3

6.0: PUBLIC RESPONSE: (State name, address and subject. Time limit of five minutes subject to Board discretion)

- Joe Serrano the executive officer from LAFCO joined us to explain just what LAFCO is.

7.0: CORRESPONDENCE:

- none

8.0: COMMITTEE REPORTS:

8.1: Chiefs Report:

- Calls for service: 19 calls 12-EMS, 1-gas out, 1-station coverage, 2-smoke checks, 2-wires down, 1-vehicle fire
- Tax mailers have been sent out there were 100 less than last year.
- A way has been figured out on how to invoice AMR so we will now be billing quarterly.
- Chief Stipes listened in on the Forestry meeting it was mostly on rebuilding after the fires. They want to have all roads brought up to today's codes.
- The Academy is half over, and next Wednesday night Zayante will host it in the live burn trailer.

8.2: SLV District Council: Didn't meet.

8.3: County Chiefs/EMSIA/SCCFAIG:

- County Chiefs worked on a standardized invoice. They are also working on revamping some of the policies.
- Yellow Fire has done some updates and testing, soon they will bring it back live and see how it goes.
- The Zone haven for evacuation plans might be getting some tweaks
- Assembly bill 624 will identify high velocity fire zones.
- Bill 968 an existing law requires people in those zones to be fined if not in compliance.

8.4: Operations Section: Met but no new business.

- The grant for Rickpacks was denied.
- They are going into storm mode, but it won't work well in our area, we can't get calls with no cell signal.

8.5: Training Section: canceled

9.0: OLD BUSINESS:

9.1: Covid-19: Not much to report, still having issues with some dispatchers requesting all precautions.

9.2: Upon motion by Director Maxwell and duly seconded by Director Herceg Policy 2400 has been updated with what was requested at the last meeting, this was approved by a unanimous vote. Lexipol policy is still in place but can be adjusted.

9.3: Financial Audit: The audit was done in person 2 weeks ago. Everything looks great except for how we pay our strike teams. It should be completed in March or April. Director Clark would like to see the 2016 audit to review.

9.4: Fire Chiefs M.O.U. Directors Maxwell and Fleming met on this subject but weren't able to meet with Chief Stipes as planned. They will meet again and then plan a meeting with him.
Discussion

10.0: NEW BUSINESS:

- **10.1:** The website went down at midnight due to the loss of our domain name, this is being fixed.

11.0: POLICY AND PLANNING: (As necessary for the District to perform its function as required by law.)

11.1: Goals for 2021 Chief and District

- Director Maxwell would like a 5-year capital outlay projection with revenue and expenditures. Also wants 4000 revised.
- The budget will come in May but would like to see this in April.

12.0: OTHER BUSINESS:

13.0: BUDGET AND BILLS:

13.1: Approval of Bills:

- Upon motion by Director Herceg and duly seconded by Director Clark bills in the amount of \$6,501.23 were approved for payment by a unanimous vote.
- Upon motion by Director Clark and duly seconded by Director Herceg, bills in the amount of \$10,763.38 were approved for payment by a unanimous vote.
- Upon motion by Director Fleming and duly seconded by Director Maxwell, bills in the amount of \$6,473.09 were approved for payment by a unanimous vote.
- Payroll: Director Fleming will stop by the station this week to approved payroll periods 4 and 5.

14.0: PERSONNEL:

- Theresa Fox brought some of Marty's old gear by the station.
- The people living upstairs are Firefighters Mallory Turner and Adam Hughes.
- The sleeper room only lacks baseboards and twin beds.

15.0: ROUND TABLE:

- Director Herceg had a question for Director Maxwell about old wildland gear.
- Director Maxwell talked about the CZU Fire and its progression. This information came from CDF

16.0: ADJOURN: 8:09

NEXT MEETING: April 20, 2021

BEFORE THE BOARD OF DIRECTORS OF THE
ZAYANTE FIRE PROTECTION DISTRICT
COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. 473-02-21

On the motion of Director _____
Duly seconded by Director _____
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, ZAYANTE FIRE Special District is the recipient of funds, in the amount of \$151,804.75 from The State of California, for the C.Z.U. Lightning Complex; and

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the Zayante Fire Protection District; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor- Controller-Treasurer-Tax Collector accept the amount of \$151,804.75 as follows:

<u>GL Key</u>	<u>Revenue Object</u>	<u>Acct Name</u>	<u>Amount</u>
689510	40810	ST-NATURAL DISASTER ASSISTANCE	\$151,804.75

and that such funds be and are hereby appropriated as follows:

<u>GL Key</u>	<u>Expenditure Object</u>	<u>Acct Name</u>	<u>Amount</u>
689510	51000	REGULAR PAY	\$101,000.00
689510	52010	OASDI	\$8,000.00
689510	61720	Maint. Mobile Equip	\$20,000.00
689510	62888	Spec Dist Exp	\$22,804.00

PASSED AND ADOPTED by the Board of Directors of the Zayante Fire Protection District, County of Santa Cruz, State of California, this 20th day of April 2021 by the following vote (requires four-fifths vote of approval):

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSENT: DIRECTORS _____

ATTEST:

X

Chair of the Board

Secretary of the Board

Zayante Fire Protection District
7700 E. Zayante Rd. Felton,
CA. 95018

Fire Chief Employment Contract
2021-2022

Section 1 - Preamble

This Employment Contract is entered into by the Board of Directors of the Zayante Fire Protection District and John Stipes, Fire Chief of the Zayante Fire Protection District. The intent is to address wages, hours, terms and conditions of employment and benefit programs as provided for the Fire Chief of the Zayante Fire Protection District.

Section 2 - Term

The Term of this agreement shall begin on July 1st, 2021 and shall continue for a period of one (1) year ending on June 30, 2022, subject to the Termination provision of this contract. Both the DISTRICT and the EMPLOYEE understand that EMPLOYEE's employment is at will of both parties. Thus, EMPLOYEE serves at the pleasure of the DISTRICT, subject to the terms of this contract. In a like manner, nothing in this contract shall interfere with the right of the EMPLOYEE to resign at any time, subject to the Termination provision below.

Section 3 - No Abrogation of Rights

The parties acknowledge that the District's responsibilities and rights as indicated under the District's Personnel Rules and Regulations, and all applicable State or Municipal laws are neither abrogated nor made subject to the meet and confer process by approval of the terms of this Contract. The parties further acknowledge the rights of any other employees of the District are neither abrogated nor diminished by the adoption of this Contract with the Fire Chief.

Section 4 - Full Understanding, Modification, Waiver

This contract, plus any written departmental rules or regulations sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

~~It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.~~

For purposes of this Agreement, "emergency" means any sudden and unforeseeable incident or occurrence. Changes implemented pursuant to this paragraph shall only be in

effect for the duration of the emergency causing the change. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein, either during an emergency or after it is included, shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the Board of Directors.

Section 5 - No Discrimination

The Board of Directors, Fire Chief agree to adhere to the District's policies pertaining to equal employment, opportunity, discriminatory harassment, and/or anti-retaliation as applicable under Federal and State discrimination laws.

Section 6 - Fire Chief Duties

EMPLOYEE shall provide the services normally provided by a Fire Chief in a Fire Protection District in California. Such duties include, but are not limited to, planning, directing, and supervising the activities of the Fire District personnel, both paid and volunteer; coordinating District activities and mutual aid with Federal, State and other local agencies; attending before, and after hours meetings as required by the District; analyzing, preparing, and managing the District's budget; preparing agenda and materials for Board Meetings; selecting, appointing, promoting, and imposing disciplinary actions for employees of the District; formulating and recommending policies for Board review and adoption; and providing staff assistance to the Board as necessary. EMPLOYEE shall devote such time as is reasonably necessary to perform these duties.

EMPLOYEE is expected to devote his entire productive time, ability, and attention to the business of the DISTRICT during the term of this agreement. ~~Without prior consent of the Board of Directors, EMPLOYEE shall not render any employment to a business, commercial venture, or of a professional nature for personal compensation, to any other person or organization.~~

The DISTRICT encourages the continued professional growth of the Fire Chief. It encourages membership and participation in professional organizations, professional seminars, professional conferences and conventions, community organizations, in addition to formal education.

The EMPLOYEE agrees that in return for the benefits provided herein EMPLOYEE will reside with 15 minutes (travel time) of the Zayante Fire Station 1 as measured by the quickest safe route of travel, using a DISTRICT provided vehicle, following all laws of the road.

Section 7 – Hours of work and FLSA Workweek or Work Period

The Fire Chief shall be assigned work hours by the Board of Directors as follows:

The Fire Chief shall work a forty (40) hour work week. The schedule may vary based on the needs of the District and Fire Department Operations. The Fire Chief may work an alternate schedule, subject to approval of the Board of Directors. The District's workweek for Monday through Friday eight hours per day schedules begins at 12:01 am

on Sunday and ends Saturday at 12:00 Midnight.

Section 8 - Exempt Status

The Fire Chief is exempt from overtime under the Fair Labor Standards Act.

Section 9- Compensation

The EMPLOYEE will receive an annual Salary as listed as agreed upon between the DISTRICT and EMPLOYEE during negotiations. The EMPLOYEE agrees to a wage of \$ 93,017.60 annually subject to applicable withholding requirements and further wage increases are solely merit based. Movement to the next salary step is at the discretion of the Board of Directors and will be considered as part of the annual evaluation process listed below. EMPLOYEE's salary will be prorated and paid at the same time and in the manner of other District employees.

The DISTRICT agrees to compensate EMPLOYEE at straight time at his/her current hourly rate (as calculated based on a 40-hour week) for all time assigned to Federal and/or State emergency incidents. This shall only be paid if the District receives reimbursement from Federal and/or State and will not exceed the amount actually received in reimbursement.

The EMPLOYEE agrees that his primary responsibility lies with the coverage of the Fire Protection District and the DISTRICT expects his/her absence from these duties only in extreme emergencies and with Board Chair approval.

RETIREMENT- SOCIAL SECURITY

Fire Chief is under the requirements of the Social Security Administration Act, the Fire District and Fire Chief to contribute required percentages of salary, as defined by law.

MEDICAL, DENTAL and VISION INSURANCE -NOT PROVIDED

The Fire District provides no medical, dental or vision benefits of any kind to the employee.

The District will reimburse the employee for direct expenses for his/her medical, dental, retirement account or vision coverage based on receipts submitted for partial compensation of flexible choices. This reimbursement shall not exceed \$ 6500.00 annually.

The DISTRICT provides no health care insurance coverage on retirement or separation.

Section 10 – Emergency Leave

There will be no pay deduction for time-off taken for emergency leave. Emergency time is

- A) Employee sick leave
- B) Immediate family sick leave as defined by California law for purposes of paid sick leave.

C) Bereavement leave

Fire Chief shall notify a member of the Board of Directors via phone call, text, or E mail before 9am on the day emergency leave is needed. **Emergency Leave shall not exceed 12 days per Fiscal Year.**

Section 11- Clothing Allowance

The EMPLOYEE to receive uniforms and safety gear as needed at District expense. The EMPLOYEE agrees that he/she presents themselves as the “face” of the Fire District and is expected to represent himself in a professional, well dressed manner, **at all times while in public view**. The EMPLOYEE understands that the DISTRICT has determined that unless the EMPLOYEE is in the performance of active fire suppression activities, the minimum uniform shall be a DISTRICT approved pants, belt, uniform shirt, Chief’s badge, footwear, and nametag. “T-Shirts” are permissive when worn under protective fire suppression equipment, **due to work assignment** or due to climatic conditions such as high heat.

Section 12- Education Leave

Educational leave is available to the Fire Chief. This leave is to be used for personal development related to Fire Service Training and Leadership. **Five paid** days per year is available with no accrual from year to year.

Section 13 - Holidays

The District shall recognize the following **(12)** holidays as ‘paid’ holidays:

- | | | |
|---|---------------------------|----------------------------|
| A) New Year’s Day | B) Martin Luther King Day | C) President’s Day |
| D) Memorial Day | E) Fourth of July | F) Labor Day |
| G) Columbus Day | H) Veteran’s Day | I) Thanksgiving Day |
| J) Friday after Thanksgiving Day | | |
| K) Christmas Eve | L) Christmas Day | |

Should the Fire Chief elect to **apply paid holidays towards personal time off the** District expectation is that those days would be worked in recognition of the planned personal time off. The election of Personal Time Off in lieu of paid holidays must be reported to the Board of Directors prior to annual adoption of Policy 4000 and the Fiscal Budget.

Section 14- Vacation Leave

Vacation leave is **20** days per fiscal year. If EMPLOYEE begins or ends employment during the year, time to be prorated. A carry-over of vacation days from year to year is allowed. Vacation carry-over is not to exceed **30** days in a fiscal year.

Section 15 – Performance Evaluations

DISTRICT and EMPLOYEE acknowledge the importance of open and direct communication regarding EMPLOYEE'S job performance. Quarterly job performance reviews will be conducted for the first year. Annually thereafter. The evaluation shall be related to job performance and related duties of the Fire Chief as set forth in this agreement and District policies. The evaluation shall be in writing and should include the following;

Goals and objectives jointly established by the district and fire chief.

Employee self-evaluation

Relationship with the board

Relationship with the community

Overall Fire District leadership

Fire District business and operations

Personnel leadership

Personal qualities and development.

Section 16 – Vehicle Use

DISTRICT will provide EMPLOYEE a vehicle for use by the EMPLOYEE in the conduct of DISTRICT business, which includes transportation to the employee's home and work locations as long as the residency requirements are met. DISTRICT will pay all expenses related to DISTRICT business use of the vehicle including fuel, maintenance, insurance, etc.

Section 17– General Provisions

- a) This written contract shall constitute the entire agreement between the parties.
- b) This contract shall be binding upon and insure the benefit of the heirs at law and executors of EMPLOYEE.
- c) This contract may be modified or extended only upon written consent of the DISTRICT and EMPLOYEE. Any such modification or extension shall be reduced to writing, signed by both parties and be attached to this contract as an addendum or amendment.
- d) Both parties have acknowledged they have reviewed this contract in its entirety and understand all provisions within. The parties further acknowledge that they

have the opportunity to consult legal counsel regarding this contract and/or any portion of this contract and have either consulted or waived the right to legal counsel.

- e) The DISTRICT shall defend, indemnify, and hold harmless EMPLOYEE for all losses or damages sustained by him in performance of duties in the course and scope of employment under this contract.
- f) In the event a dispute arises over the term of this agreement or any actions of the parties taken pursuant to the terms of this agreement, and the dispute remains un- resolved for 30 days, parties agree that the sole and exclusive avenue of recourse is to submit the dispute to binding arbitration pursuant to California Code of Civil Procedure Section 1280 et seq. Either the DISTRICT or EMPLOYEE may request the dispute be submitted to arbitration. This provision shall not apply to disputes between EMPLOYEE and DISTRICT regarding salary. All dispute notifications shall be in writing. Costs to be born equally between both parties. Each party shall bear their own attorney costs and fees.
- g) EMPLOYEE agrees that due to his emergency response duties, it is incumbent on him or herself to remain “fit for duty” in accordance with district recognized standards for health and fitness.

Section 18 – Termination- AT WILL Employee status

This contract may be terminated only as follows;

- (a) During the term of this contract, the EMPLOYEE may terminate this contract with a minimum 90 days advance written notice to the DISTRICT.
- (b) During the term of this contract, the DISTRICT may terminate this contract by dismissing the At Will EMPLOYEE. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the District to suspend or terminate the services of the Fire Chief at any time, with or without cause, pursuant to this at-will provision. Such decision requires a majority vote of the Board of Directors in full session.
- (c) EMPLOYEE shall notify DISTRICT in writing within 120 days prior to the normal termination date of this contract of his intent regarding renewal or non-renewal of this contract. If EMPLOYEE elects to renew his contract, the

DISTRICT may determine not to renew this contract. In that case, DISTRICT shall notify EMPLOYEE within 90 days prior to the normal termination date of this contract of its intent not to renew this contract. If EMPLOYEE notifies DISTRICT of his intent to renew this contract and DISTRICT does not notify EMPLOYEE of its intent not to renew this contract, then this contract shall continue in full force and effect for a period of one (1) year after the termination date herein.

Section 19 - Severability

This Memorandum is subject to all current and future applicable Federal and State laws, State regulations, California Constitution, and Zayante Fire Protection District Resolutions, or Ordinances.

Should any of the provisions herein contained be rendered or declared invalid by reason of any State or Federal legislation or court action, such invalidations of such part or portions of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect insofar as such remaining portions are severable.

The preceding articles and terms begin as of July 1, 2021 and expires on June 30, 2022 or until a new Memorandum of Understanding is agreed upon.

APPROVED:

Lyle Fleming, Chairperson of the Board

Date

Gary Herceg, Board Member

Date

Mary Clark, Board Member

Date

Priva Tarbet, Board Member

Date

Jeff Maxwell, Board Member

Date

John Stipes, Fire Chief

Date

ATTEST:

Mary Hoff, Board Secretary

Date

**Memorandum of Understanding between Zayante Fire Protection
District and Fire Chief:**

- Fire Chief serves at the will and pleasure of the Board of Directors. All pay rates are set by the Board of Directors to be reviewed and/or adjusted annually for that payroll year.
- Fire Chief has the discretion to set their own work schedule and the work schedule of fellow Officers/Firefighters with the obligation to insure that all Fire District business and responsibilities are carried out in a proper and timely manner.
- Other than the Board set compensation and the required Social Security there is no benefit package of any kind.
- The Fire Chief also serves as the official Fire District Secretary.

Fire Chief John J. Stipes / 6-15-2010
Date

Board Chairperson Kenneth Bayne / 6-15-10
Date

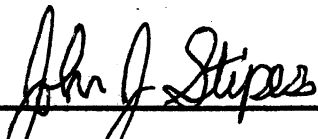
AGREEMENT


I authorize investigation of all statements contained in this application form if I am considered for employment. I also authorize previous employers, personal references named, or any other persons to whom the district may refer, to give any and all information regarding my employment or scholastic standing together with any other information, personal or otherwise, that may or may not be on their records.

I understand that misrepresentation or omission of the facts called for herein, receipt of unsatisfactory references, or failure to pass a prescribed physical examination will be sufficient cause for dismissal from the Fire District's service if I shall have been employed.

I further understand if I am accepted as the Fire Chief, I will serve at the will of the Board of Directors. If it is felt that I will not meet job demands or I show an inability to adapt myself to the requirements and or the duties of Fire Chief, I may be terminated without reason or explanation given, subject to a 4/5 vote of the Board of Directors to end my service. Either of us may terminate our work relationship with a 60 day advance notice.

I also understand that if I am offered a job it will not be for any set period of time; my employment may be terminated at any time of my own free will or the will of the Board of Directors. I further understand that this policy cannot be changed except in writing and then only when signed by the Zayante Fire Protection District Board of Directors.


Applicant's Signature


Date

ZAYANTE FIRE PROTECTION DISTRICT

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for a position with the Zayante Fire Protection District, I am required to furnish information for use in determining my qualifications. I authorize release of any and all information of a confidential or privileged nature such as:

- A. Any data or materials which have been sealed or understood to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters;
- B. Results of health exam;
- C. Background check;
- D. Credit check;
- E. Report resulting from "Live Scan".

I understand that I will not receive, and am not entitled to know the contents of confidential reports received and understand that these reports are privileged.

I hereby release, discharge, exonerate Zayante Fire Protection District and the agencies, their agents and representatives and any person furnishing information from any and all liability of every nature and kind, arising out of the furnishing and inspection of such documents, records and other information.

This release will expire 120 days after the date signed.

Signed: _____

John J. Stipes

Name: (Please Print or type)

John J. Stipes

Date: _____

4-25-2010