## ZAYANTE FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS – REGULAR MEETING
November 20, 2025
7700 E. Zayante Rd
Board Room – 7:00 pm

#### 1.0 CALL TO ORDER/ROLL CALL:

Chairperson of the Board of Directors calls the meeting to order. District Secretary calls the roll of Board of Directors. Establishment of a quorum.

#### 2.0 FLAG SALUTE

#### 3.0 ADDITIONS/DELETIONS TO AGENDA (GC $\S54954.2$ ):

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

#### **4.0 PUBLIC COMMENT** (GC §54954.3):

This portion of the agenda is reserved for Oral Communications by the public for items which are not on the agenda. Any person may address the Board of Directors at this time, on any subject that lies within the jurisdiction of the District. Normally, presentations must not exceed (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented. However, the Board of Directors may request that the matter be placed on a future agenda.

#### **5.0 PUBLIC HEARING**

This portion of the agenda is reserved for hearing of items listed as required by law. Hearings are opened for comment and then closed for public comment. Normally, presentations must not exceed (3) minutes in length, and individuals may only speak once during public hearings.

#### 6.0 CORRESPONDENCE

**7.0 CONSENT AGENDA:** Consent Agenda items 7.1- 7.3 will be acted upon by one motion. These are routine, non-controversial items into a group whereby all are passed with a single motion and vote.

No separate discussion on items unless a Board Member, Staff, or member of the public requests removal of the item for separate action under Sections 10.0 or 11.0.

- 7.1 Approval of October 16, 2025 regular meeting minutes.
- 7.2 Summary: ZFPD Revenue and Expense report through October 31, 2025.
- 7.3 Review of Payroll

#### **8.0 REVIEW CLAIMS:**

- 8.1 Action Item: Review and Approve: ZFPD Claims Disbursements October 31, 2025.
- 8.2 Review: Account Receivables deposits.
- 9.0 CHIEFS REPORT: DISTRICT ACTIVITY, EMSIA, SCCFCA, PREVENTION, SCFAIG.
- **10.0 UNFINISHED BUSINESS:** Members of the public will be given the opportunity to address each scheduled item prior to Board action. The Chairperson of the Board may establish an item limit for members of the public to address the Board on agenized items.

#### **11.0 NEW BUSINESS:**

- 11.1 Staff Report: Outdoor Warning Siren
- 11.2 Action Item: Resolution 549-13-25 accepting unanticipated revenue from FY24 Homeland Security Grant Program, Cal-OES Grant 2024-5088 for \$49,839 for an Outdoor Warning Siren and appropriating as detailed.
- 11.2b Supplemental Information: FY 24 SHSGP Subrecipient Contract.
- 11.3 Action Item: Resolution 550-14-25 accepting unanticipated revenue from FY 25 California Office of Traffic Safety Grant Program #EM26026 for \$160,500 providing funding for a Regional Crash Response and Extrication Improvement Program benefiting the Zayante, Ben Lomond, Boulder Creek and Felton Fire District's and appropriating as detailed.
- 11.4 Action Item: Resolution 551-15-25 accepting unanticipated revenue from the State of California Office of Emergency Services for response to the Gifford Incident CA-LPF-002181 in August 2025 for \$96,672.29 and appropriate as detailed.
- 11.5 Action Item: Resolution 552-16-25 accepting unanticipated revenue from the Zayante Firefighters Association recipient of community donations of \$8091 in support of an Outdoor Warning Project and appropriate as detailed.
- 11.6 Action Item: Resolution 553-17-25; Accepting unanticipated revenue from the Department of Forestry and Fire Protection Volunteer Fire Capacity Grant #7FG25135 for no more than \$5994.50 for wildland personal protective equipment and appropriate as detailed.
- 11.7 Action Item: Accept Memorandum of Understanding with the Ben Lomond Fire Protection District recipient of a Regional Crash Response and Extrication Improvement Grant #EM26026 coordinated by the Zayante Fire Protection District and providing support as detailed in the grant.
- 11.8 Action Item: Accept Memorandum of Understanding with the Felton Fire Protection District, recipient of a Regional Crash Response and Extrication Improvement Grant #EM26026 coordinated by the Zayante Fire Protection District and providing support as detailed in the grant.

- 11.9 Action Item: Accept Memorandum of Understanding with the Boulder Creek Fire Protection District recipient of a Regional Crash Response and Extrication Improvement Grant #EM26026 coordinated by the Zayante Fire Protection District and providing support as detailed in the grant.
- 11.10 Review and Discuss: Draft Utility User Agreement between Zayante Fire District and the Lompico Community Center for a potential Outdoor Warning Siren site and utility access.
- **12.0 CLOSED SESSION:** The Brown Act allows a legislative body during a meeting to convene a closed session in order to meet privately with its advisors on specifically enumerated topics. Examples of business which may be conducted in closed session include personnel evaluations or labor negotiations, pending litigation, and real estate negotiations (See Sections 54956.7 through 54957 and Sections 54957.6 and 54957.8). Under Section 54963, it is a violation of the Brown Act for any person to disclose confidential information acquired in a closed session.

**13.0 RE-AJOURN OPEN SESSION & REPORTING OF ACTIONS:** The legislative body must reconvene the public meeting after a closed session and publicly report specified closed session actions and the vote taken on those actions (Section 54957.1).

14.0 ITEMS FOR NEXT AGENDA:	Next meeting December 18, 2025
15.0 ADJOURNMENT:	

#### **Americans with Disabilities Act**

In compliance with the requirements of Title II of the American Disabilities Act of 1990, the Zayante Fire District requires that any person in need of any type of special equipment, assistance or accommodations(s) in order to communicate at the District's Public Meeting, a contact the District at (831) 335-5100, a minimum of 72 hours prior to the scheduled meeting.

Agenda documents and materials relating to an open session agenda item that are provided to the Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying in the offices of the Zayante Fire Protection District, 7700 E. Zayante Rd. Felton, CA. 95018



#### **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 October 16, 2025

## 1.0: CALL TO ORDER:

Chairperson Clark called the regular meeting of the Zayante Fire Protection Board of Directors to order at 7:00 PM.

**Directors present:** Clark, Fleming, Locatelli, Schneider

**Staff present:** Chief Maxwell

**Absent:** Crow

2.0: FLAG SALUTE:

#### **3.0: ADDITIONS AND DELETIONS TO THE AGENDA:**

Additions to the agenda may be added as a discussion item. 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

#### **4.0: PUBLIC COMMENT:**

#### **5.0: PUBLIC HEARING:**

Opened at 7:01: Second read and receive public comment on Ordinance 2025-01 the Zayante Fire Code as posted.

Closed at 7:02 – no community comments.

#### **6.0: CORRESPONDANCE:**

6.1:

**7.0:** CONSENT AGENDA: Upon motion by Director Fleming and duly seconded by Director Locatelli the consent agenda was approved by a unanimous vote 4/0

7.1: Approval of September 18, 2025, regular meeting

7.4: Summary: ZFPD Revenue and Expense report though September 30, 2025.

7.5: Review of Payroll

#### **8.0: REVIEW CLAIMS:**

**8.1: Action Item:** Upon motion by Director Locatelli and duly seconded by Director Schneider, Claims Disbursements for the month of September 1, 2025, through September 30, 2025, in the amount of \$96,896.94 was approved by a unanimous vote of 4/0.

8.2: Review: Account Receivable-deposits discussion

## 9.0: CHIEFS REPORT:

#### 9.1: Administration:

- Chief Maxwell Attended Fire Prevention Officers x 2, Zayante Board Meeting, LAFCO meeting at Felton Fire with adjoining Chiefs; Attended virtually the LAFCO regular meeting; Toured West Drive Evacuation route with the Sheriff; Attended a MERS radio workshop; Attended County Chief's Ops Section Meeting; Attended an EMT validation coordination meeting; Met with OR3 regarding SHSGP grant.
- All claims, deposits, Journal entries processed in a timely manner. Fiscal Year End accruals submitted

## 9.2: Apparatus: All apparatus is in service.

- All Apparatus is in service. E2448 received smoke opacity test and passed.
- Conducted monthly siren test successfully

#### 9.3: Training:

- Monthly training: Included EMS skills, Rope System skills and Structure Protection
- - I Zone tactics.

#### 9.4: Prevention:

- Participated in 2 review sessions for the 2024 International Fire Code in preparation of the upcoming Code Adoption Cycle including submission of the Zayante Fire Code for County staff review.
- Participated Sandhills of Quail Hollow Firewise start up 1 meeting and with received NFPA Firewise recognition.
- Met with the Sheriff about evacuation route planning and will meet again on October 30 with Sheriff, Supervisor, Cal-Fire, Directors of Roads and OR3.
- Firefighters Association looking to buy a thermal imaging tools.

#### 9.5: Stations and Grounds:

• Participated in the River Clean Event up at Station 2 walking ½ of a mile in both directions removing trash around Station 2.

## 9.6: Incident Response Summary:

- Total Calls 22
- EMS-15
- CFAA Strike team-TCU Lightening Complex and Garnet Incident 1 engine 14 days out of county.
- Structure Fire-0
- Wildland Fire-1
- Unknown type of Fire-1
- Motor Vehicle Accident-2
- Hazardous material-0
- Gas Investigation-2
- Public Service-1
- Fire Alarm-2
- AID REQUESTS:
- Felton Fire-MVA-2, Wildland Fire-1
- Boulder Creek Fire Structure Fire-1 Water Tender;
- CZU-Wildland Fire-Water tender

9.7: Budget: FY24-25

• Tax Revenue to date: \$8658.51

• Reg and extra help pay, OASDI-SS, UI, Workers Comp to date \$84,486.20.

• Service and supply to date: \$75,159.79

**10.0:** <u>UNFINISHED BUSINESS:</u>

**10.1:** Finance Committee: Report by Chair Locatelli: no meetings to report.

#### 11.0: NEW BUSINESS:

11.1: Staff Report Fire Code 2025 edition, Adoption process and timetable. Cleaned up languages, Fire Chief reviewed adoption process, proposed changes and timing.

11.1B: Supplemental Fire Code Timetable

11.2: Supplemental Information: Exhibit A Environmental Check List- Disclosure on environmental hazards

11.2B: Supplemental Information: Negative Declaration Finding

11.2C: Upon motion by Director Fleming and duly seconded by Director Locatelli, Resolution 546-10-25 Adopt a Negative Declaration for an Ordinance adopting the Santa Cruz Fire Code with amendments; 2025 Fire Code with appendices and Appendix P published by the California Building Standard Commission and 2024International Fire Code with appendices D, I, N, O as published by the International Code Council and prescribing regulations governing conditions hazardous to life and property from fire and explosion and for providing for the issuance of permits and establishing certain fees. The adoption of Ordinance 2025-1 covering all territory within the boundaries of Zayante Fire Protection District and the District finding that the Ordinance will have no significant effect on the environment. This was passed by a unanimous vote 4/0

11.3: Action Item: Review/Consider/Approve-Upon motion by Director Locatelli and duly seconded by Director Schneider, Resolution 547-11-25 adopting the attached Ordinance 2025-01 the Zayante Fire Code incorporating the Santa Cruz County Fire Code with Amendments and adopting the 2025 California Fire Code with appendices and Appendix P as published by the California Building Standards Commission and 2024 International Fire Code including appendices D, I, N, O as published by the International Code Council and prescribing regulations governing conditions hazardous to life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, from conditions hazardous to life or property in the occupancy of building and premises in the Zayante Fire Protection District, County of Santa Cruz and providing for the issuance of permits and collection of fees therefore: repealing the Previous Adoption of the 2022 California Fire Code and all other ordinances and parts of the ordinances in conflict therewith when approved and ratified. This resolution was approved by a unanimous vote 4/0

**11.4:** Action Item: Uon motion by Director Schneider and duly seconded by Director Fleming Resolution 548-12-25; Approving the Department of Forestry and Fire Protection Agreement #7FG25135. The Agreement provides a 50/50 share award, during the term of the agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during fiscal year 2025-2026 for no more than \$5994.50 for wildland personal protective equipment. This was approved by a unanimous vote 4/0

11.4B: Supplemental Information. Volunteer Fire Capacity Grant Agreement

12.0: CLOSED SESSION: N/A

- 13.0: <u>RE-ADJOURN OPEN SESSION AND REPORTING OF ACTIONS:</u>
- 14.0: <u>ITEMS FOR NEXT AGENDA:</u>
- 15.0: **ADJOURNMENT: 8:20**

NEXT MEETINGS: November 20, 2025

## **REV/EXP Variance to Oct 31, 25**

As Of = @prior-month-end; Years = 1; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Encumbrances,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Spent Pct; Revenues/Expenditures = R,E

Fund [76645, 76646]

		FY 2026							
Object	GL Object Title	Year-To-Date Variance Pct	Year-To-Date Spent Pct	Adopted Budget	Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual		
Revenues									
GL Key: 6895	10 – ZAYANTE FPD-GENERAL								
Character: (	01 – TAXES								
40100	PROPERTY TAX-CURRENT SEC-GEN	100.00 %	0.00 %	533,737.00	533,737.00	0.00	0.00		
40110	PROPERTY TAX-CURRENT UNSEC-GEN	16.00 %	84.00 %	11,365.00	11,365.00	1,483.59	9,547.08		
40130	PROPERTY TAX-PRIOR UNSEC-GEN	72.68 %	27.32 %	1,000.00	1,000.00	163.85	273.23		
40150	SUPP PROP TAX-CURRENT SEC	44.78 %	55.22 %	4,000.00	4,000.00	445.22	2,208.81		
40151	SUPP PROP TAX-CURRENT UNSEC	48.98 %	51.02 %	500.00	500.00	56.01	255.11		
40160	SUPP PROP TAX-PRIOR SEC	-3.79 %	103.79 %	300.00	300.00	64.43	311.36		
40161	SUPP PROP TAX-PRIOR UNSEC	-14.59 %	114.59 %	100.00	100.00	32.06	114.59		
40196	FIRE PROTECTION TAX	99.18 %	0.82 %	447,200.00	447,200.00	3,150.00	3,680.00		
Total 01 – TA	AXES	98.36 %	1.64 %	998,202.00	998,202.00	5,395.16	16,390.18		
Character: (	07 – FINES, FORFEITURES & ASSMNTS								
44142	PENALTIES FOR DELINQUENT TAXES	29.66 %	70.34 %	50.00	50.00	8.62	35.17		
44143	REDMPTN PNLTIES FOR DELINO TXS	27.26 %	72.74 %	50.00	50.00	12.32	36.37		
Total 07 – FI	NES, FORFEITURES & ASSMNTS	28.46 %	71.54 %	100.00	100.00	20.94	71.54		
Character:	10 – REV FROM USE OF MONEY & PROP								
40430	INTEREST	61.11 %	38.89 %	24,000.00	24,000.00	1,945.61	9,333.88		
40440	RENTS - (PRIOR RENTS & CONC)	100.00 %	0.00 %	1,500.00	1,500.00	0.00	0.00		
	EV FROM USE OF MONEY & PROP	63.40 %	36.60 %	25,500.00	25,500.00	1,945.61	9,333.88		
Character:	15 – INTERGOVERNMENTAL REVENUES								
40830	ST-HOMEOWNERS' PROP TAX RELIEF	100.00 %	0.00 %	2,385.00	2,385.00	0.00	0.00		
	TERGOVERNMENTAL REVENUES	100.00 %	0.00 %	2,385.00	2,385.00	0.00	0.00		
Chaus stand	10 CHARGES FOR SERVICES								
41306	19 – CHARGES FOR SERVICES INSPECTION FEES	-7.31 %	107.31 %	6,827.00	6,827.00	500.00	7,326.25		
	HARGES FOR SERVICES	-7.31 %	107.31 %	6,827.00	6,827.00	500.00	7,326.25		
Chauseteur '	23 – MISC. REVENUES								
42372	CONTRIBUTIONS AND DONATIONS	100.00 %	0.00 %	3,000.00	3,000.00	0.00	0.00		
42384	OTHER REVENUE	100.00 %	0.00 %	10,000.00	10,000.00	0.00	0.00		
	ISC. REVENUES	100.00 %	0.00 %	13,000.00	13,000.00	0.00	0.00		
	ZAYANTE FPD-GENERAL	96.83 %	3.17 %	1,046,014.00	1,046,014.00	7,861.71	33,121.85		
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-	20 – ZAYANTE FPD-CAPITAL OUTLAY 10 – REV FROM USE OF MONEY & PROP								
40430	INTEREST	0.00 %	0.00 %	0.00	0.00	2.16	8.63		
	EV FROM USE OF MONEY & PROP	0.00 %	0.00 %	0.00	0.00	2.16	8.63		
TOTAL TO - INL	THOU OUL OF FIGHER WINOF	3.00 /0	0.00 /0	0.00	0.00	2.10	0.05		

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## **REV/EXP Variance to Oct 31, 25**

As Of = @prior-month-end; Years = 1; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Encumbrances,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Spent Pct; Revenues/Expenditures = R,E Fund [76645, 76646]

		FY 2026							
Object	GL Object Title	Year-To-Date Variance Pct	Year-To-Date Spent Pct	Adopted Budget	Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual		
Revenues									
	20 – ZAYANTE FPD-CAPITAL OUTLAY								
Character: 2	25 – OTHER FINANCING SOURCES								
42462	OPERATING TRANSFER IN	0.00 %	0.00 %	0.00	0.00	0.00	0.00		
Total 25 – 01	THER FINANCING SOURCES	0.00 %	0.00 %	0.00	0.00	0.00	0.00		
Total 689520 -	ZAYANTE FPD-CAPITAL OUTLAY	0.00 %	0.00 %	0.00	0.00	2.16	8.63		
Total Revenues		96.83 %	3.17 %	1,046,014.00	1,046,014.00	7,863.87	33,130.48		
Expenditures									
•	10 – ZAYANTE FPD-GENERAL								
	50 – SALARIES AND EMPLOYEE BENEF								
51000	REGULAR PAY-PERMANENT	74.81 %	25.19 %	304,295.00	304,295.00	26,724.68	76,663.80		
51010	REGULAR PAY-EXTRA HELP	102.66 %	-2.66 %	30,000.00	30,000.00	0.00	-797.50		
52010	OASDI-SOCIAL SECURITY	73.82 %	26.18 %	22,403.00	22,403.00	2,044.44	5,864.77		
53010	EMPLOYEE INSURANCE & BENEFITS	100.00 %	0.00 %	10,024.00	10,024.00	0.00	0.00		
53015	UNEMPLOYMENT INSURANCE	100.00 %	0.00 %	500.00	500.00	0.00	0.00		
54010	WORKERS COMPENSATION INSURANCE	10.68 %	89.32 %	23,000.00	23,000.00	0.00	20,544.00		
Total 50 – SA	ALARIES AND EMPLOYEE BENEF	73.79 %	26.21 %	390,222.00	390,222.00	28,769.12	102,275.07		
Character: 6	60 – SERVICES AND SUPPLIES								
61110	CLOTHING & PERSONAL SUPPLIES	39.77 %	60.23 %	26,000.00	26,000.00	13,488.10	15,658.53		
61125	UNIFORM REPLACEMENT	100.00 %	0.00 %	2,500.00	2,500.00	0.00	0.00		
61217	RADIO	85.81 %	14.19 %	34,546.00	34,546.00	0.00	4,903.00		
61221	TELEPHONE-NON TELECOM 1099	80.44 %	19.56 %	9,500.00	9,500.00	450.15	1,858.35		
61310	FOOD	100.00 %	0.00 %	5,000.00	5,000.00	0.00	0.00		
61412	JANITORIAL SERVICES	100.00 %	0.00 %	4,000.00	4,000.00	0.00	0.00		
61425	OTHER HOUSEHOLD EXP-SERVICES	85.52 %	14.48 %	500.00	500.00	0.00	72.40		
61525	LIABILITY INSURANCE	0.00 %	100.00 %	46,053.00	46,053.00	0.00	46,053.00		
61720	MAINT-MOBILE EQUIPMENT-SERV	84.38 %	15.62 %	52,333.00	52,333.00	2,338.24	8,172.74		
61721	MAINT-MOBILE EQUIPMNT-SUPPLIES	100.00 %	0.00 %	500.00	500.00	0.00	0.00		
61725	MAINT-OFFICE EQUIPMNT-SERVICES	100.00 %	0.00 %	500.00	500.00	0.00	0.00		
61730	MAINT-OTH EQUIP-SERVICES	86.29 %	13.71 %	15,000.00	15,000.00	0.00	2,056.40		
61846	MAINT-STRCT/IMPS/GRDS-OTH-SUPP	99.51 %	0.49 %	6,000.00	6,000.00	0.00	29.55		
61847	SPEC EMERGENCY REPAIRS-STRUCT	0.00 %	0.00 %	0.00	0.00	0.00	54.77		
61848	MAINT-STRUCT/GRDS-OTH-SRV	60.05 %	39.95 %	12,624.00	12,624.00	77.07	5,043.47		
61920	MEDICAL, DENTAL & LAB SUPPLIES	95.63 %	4.37 %	3,000.00	3,000.00	131.06	131.06		
62020	MEMBERSHIPS	20.00 %	80.00 %	2,500.00	2,500.00	0.00	2,000.00		
62219 62220	PC SOFTWARE PURCHASES	95.77 %	4.23 %	8,825.00	8,825.00	36.97	373.41		
62221	PHOTO COPY/PRINTER SUPPLIES POSTAGE	51.36 % 84.40 %	48.64 % 15.60 %	500.00 1,000.00	500.00 1,000.00	93.45 156.00	243.21 156.00		
62223	SUPPLIES			·	,		203.09		
62301	ACCOUNTING AND AUDITING FEES	89.85 % 71.19 %	10.15 % 28.81 %	2,000.00 11,800.00	2,000.00 11,800.00	104.19 0.00	3,400.00		
62304	ACCOUNTING AND AUDITING FEES ATTORNEY	71.19 % 76.07 %	23.93 %	6,000.00	6,000.00	1,116.70	3,400.00 1,435.70		
62314	TAX COLLECTION FEES	100.00 %	0.00 %	5,500.00	5,500.00	0.00	0.00		
62367	MEDICAL SERVICES-OTHER	60.43 %	39.57 %	3,500.00	3,500.00	0.00	1,385.00		
02307	LIEDICUE DELLAICED-O LITEIL	00.45 70	33.37 70	3,300.00	3,300.00	0.00	1,505.00		

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## **REV/EXP Variance to Oct 31, 25**

As Of = @prior-month-end; Years = 1; Balances = Adopted Budget,Adjusted Budget,Month-To-Date Actual,Year-To-Date Encumbrances,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Variance,Year-To-Date Spent Pct; Revenues/Expenditures = R,E

Fund [76645, 76646]

		FY 2026							
Object	GL Object Title	Year-To-Date Variance Pct	Year-To-Date Spent Pct	Adopted Budget	Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual		
Expenditures									
•	10 – ZAYANTE FPD-GENERAL								
Character: (	50 – SERVICES AND SUPPLIES								
62381	PROF & SPECIAL SERV-OTHER	95.67 %	4.33 %	13,475.00	13,475.00	154.50	583.50		
62420	LEGAL NOTICES	52.12 %	47.88 %	1,000.00	1,000.00	271.90	478.80		
62500	EQUIPMENT LEASE & RENT	78.46 %	21.54 %	3,300.00	3,300.00	119.26	710.67		
62610	RENTS/LEASES-STRUC IMP & GRNDS	0.00 %	100.00 %	25.00	25.00	0.00	25.00		
62715	SMALL TOOLS & INSTRUMENTS	92.08 %	7.92 %	2,974.00	2,974.00	0.00	235.67		
62826	EDUCATION AND/OR TRAINING	80.88 %	19.12 %	13,500.00	13,500.00	-1,135.00	2,581.00		
62827	ELECTION EXPENSE-OTHER	100.00 %	0.00 %	4,500.00	4,500.00	0.00	0.00		
62888	SPEC DIST EXP-SERVICES	133.60 %	-33.60 %	19,250.00	19,250.00	8.50	-6,468.07		
62920	GAS, OIL, FUEL	76.78 %	23.22 %	15,000.00	15,000.00	1,498.67	3,482.74		
62928	TRAVEL-OTHER(NON-REPT)	100.00 %	0.00 %	500.00	500.00	0.00	0.00		
63074	UTILITIES	88.38 %	11.62 %	14,000.00	14,000.00	379.50	1,626.46		
Total 60 – SE	RVICES AND SUPPLIES	72.21 %	27.79 %	347,205.00	347,205.00	19,289.26	96,485.45		
Character: 2	70 – OTHER CHARGES								
74230	PRINCIPAL ON FINANCED PURCH	0.00 %	100.00 %	71,875.00	71,875.00	0.00	71,874.85		
74420	INTEREST ON FINANCED PURCHASES	0.00 %	100.00 %	16,017.00	16,017.00	0.00	16,016.36		
75231	CONTRIB TO OTHER AGENCIES-OTH	0.14 %	99.86 %	695.00	695.00	0.00	694.05		
Total 70 – 01	THER CHARGES	0.00 %	100.00 %	88,587.00	88,587.00	0.00	88,585.26		
Character: 8	30 – FIXED ASSETS								
86110	BUILDINGS AND IMPROVEMENTS	194.51 %	-94.51 %	70,000.00	70,000.00	0.00	-66,156.18		
86204	EQUIPMENT	100.00 %	0.00 %	45,000.00	45,000.00	0.00	0.00		
86209	MOBILE EQUIPMENT	72.20 %	27.80 %	35,000.00	35,000.00	0.00	9,730.74		
Total 80 – FI	XED ASSETS	137.62 %	-37.62 %	150,000.00	150,000.00	0.00	-56,425.44		
Character: 9	90 – OTHER FINANCING USES								
90000	OPERATING TRANSFERS OUT	100.00 %	0.00 %	50,000.00	50,000.00	0.00	0.00		
Total 90 – 07	Ther financing uses	100.00 %	0.00 %	50,000.00	50,000.00	0.00	0.00		
Character: 9	98 – APPROP FOR CONTINGENCIES								
98700	APPROP FOR CONTINGENCIES	100.00 %	0.00 %	20,000.00	20,000.00	0.00	0.00		
Total 98 – AF	PROP FOR CONTINGENCIES	100.00 %	0.00 %	20,000.00	20,000.00	0.00	0.00		
Total 689510 -	ZAYANTE FPD-GENERAL	77.92 %	22.08 %	1,046,014.00	1,046,014.00	48,058.38	230,920.34		
Total Expenditure	es	77.92 %	22.08 %	1,046,014.00	1,046,014.00	48,058.38	230,920.34		
		0.00 %	0.00 %	0.00	0.00	-40,194.51	-197,789.86		

Run: 2025-11-13 09:21 AM Page 3 of 3

Santa Cruz County SUN, OCT 05, 2025, 8:41	PROOF L PMreq: ZFD006leg: GI	[Open AP Bate		prog: OH450 <4.22>report i	Page 1.d: OHBPROOF
GL Account Org Key Description Object Description JL Account Proj Key Description	Secondary Ref Distribut Encb PO# / Pmt Disco Product ID Pay I Item DescriptionItem Desc		Tax Amt Due Date Tax2 Amt Rcv Date Charge Amt Disc Date Duty Amt Ck ID-No	Vendor Address Line(s) Vendor City, State, Zip	PType Sec Sc/Tf Prep R1/2 Cktp
689510-61720 ZAYANTE FPD-GENERAL MAINT-MOBILE EQUIPMENT-S	11663	231.00 1 231.00 0 0.00 0.00	OH779743 10/01/2025 0.00 10/05/2025 0.00 0.00 0.00		.0000 DS
* * * WARNING * * * DATA	Net Amount: A EXCEPTION ====> Approval r	231.00	0.00 22	512111 5162, 611 75552	1
Invoice: 11663	System Computed Total:	231.00	User Computed Total: Distribution Total: Net Total:	231.00 TOTALS MATC 231.00 231.00	гн
689510-62500 ZAYANTE FPD-GENERAL EQUIPMENT LEASE & RENT  * * * WARNING * * DATA	565104106  P  KONICA C300i AA2K01102793  Net Amount: A EXCEPTION =====> Approval r	119.26 1 119.26 0.00 0.00 ZA 119.26	OH779739 09/23/2025 0.00 10/05/2025 0.00 0.00 0.00 22		.0000 DS 01 CHK 6895 DX ZFD0 RE 2
Invoice: 565104106	System Computed Total:	119.26	User Computed Total: Distribution Total: Net Total:	119.26 TOTALS MATO 119.26 119.26	<sup>2</sup> H
689510-62220 ZAYANTE FPD-GENERAL PHOTO COPY/PRINTER SUPPI  * * * WARNING * * * DATA	500470  P  JUL 3 - OCT 2 '25 COPY US  Net Amount: A EXCEPTION =====> Approval r	93.45	OH779738 10/02/2025 0.00 10/05/2025 0.00 0.00 0.00 22		.0000 DS EF EFT 6895 DX ZFD0 EX
Invoice : 500470	System Computed Total:	93.45	User Computed Total: Distribution Total: Net Total:	93.45 TOTALS MATC 93.45 93.45	СН
689510-62420 ZAYANTE FPD-GENERAL LEGAL NOTICES	PUBLIC NOTICE FIRE CODE 202 Net Amount:	271.90 1 271.90 0.00 0.00 25 ZA 271.90	OH779744 09/24/2025 0.00 10/05/2025 0.00 0.00 0.00 22		.0000 DS 01 CHK 6895 DX ZFD0 CC

Lacount	Santa Cruz County SUN, OCT 05, 2025, 8:41	PROOF PMreq: ZFD006leg: GL	[Open AP Bato		prog: OH450 <4.22>report i	Page 2 ld: OHBPROOF
Invoice: 154733 System Computed Total: 271.90 User Computed Total: 271.90 TOTALS MATCH  Distribution Total: 90.40 TOTALS MATCH  DISTRIBUTION TOTALS MATC	Org Key Description Object Description JL Account Proj Key Description	Secondary Ref Distribut: Encb PO# / Pmt Discor Product ID Pay D: Item DescriptionItem Description	ion Amt Tax unt Amt Tax2 isc Amt Chrg ription Duty	Tax Amt Due Date Tax2 Amt Rcv Date Charge Amt Disc Date Duty Amt Ck ID-No	Vendor ID / PEDB Cd / Addr Cd Vendor Name Vendor Address Line(s) Vendor City, State, Zip	Misc Post PType Sec Sc/Tf Prep R1/2 Cktp
Distribution Total:   271.90	* * * WARNING * * * DATA	EXCEPTION ====> Approval no	ot complete			
ZAYANTE PPD-GENERAL UTILITIES	Invoice : 154733	System Computed Total:	271.90	Distribution Total:	271.90	СН
Net Amount:   66.65     5	ZAYANTE FPD-GENERAL		66.65 0.00 0.00	0.00 10/05/2025 0.00 0.00	V129169 P RI PACIFIC GAS AND ELECTRIC CO PO BOX 997300	01 CHK 6895 DX ZFD0
ZAYANTE FPD-GENERAL  UTILITIES  0.00  0.00  0.00  PACIFIC GAS AND ELECTRIC CO CHK 6895  0.00  7221974021_3 STN1 UET LLC GAS ZA  Net Amount:  23.75  0.00 22 SACRAMENTO, CA 95899  EX  Net Amount:  1nvoice: OCT25STMT_S1_GAS System Computed Total:  Distribution Total:  Distribution Total:  Net Total:  0.00  0.00  0.00  0.00  PO BOX 997300  EX  ACRAMENTO, CA 95899  EX  0.00 22 SACRAMENTO, CA 95899  EX  0.00 20 SACRAMENTO, CA 95899  EX  0.00 10/05/2025  0.00 0.00  PO BOX 997300  OCT25STMT_S1_GAS System Computed Total:  0.00 0 0.00  DS ZAYANTE FPD-GENERAL  UTILITIES  0.00  0.0	* * * WARNING * * * DATA	Net Amount:	66.65	0.00 22	SACRAMENIO, CA 93099	
Net Amount: 23.75  * * * WARNING * * * DATA EXCEPTION =====> Approval not complete  Invoice: OCT25STMT_S1_GAS System Computed Total: 90.40 User Computed Total: 90.40 Net Total: 90.40 Net Total: 90.40 Net Total: 90.40  689510-63074 OCT25STMT_S2_ELE 36.28 1 OH779741 10/01/2025 GEN .0000 DS  ZAYANTE FPD-GENERAL 36.28 0.00 10/05/2025 V129169 P R1 01  UTILITIES 0.00 0.00 PACIFIC GAS AND ELECTRIC CO CHK 6895  0.00 0.00 PO BOX 997300 DX ZFD0  6232273935_0 STN2 ELEC ZA 0.00 2 SACRAMENTO, CA 95899 EX  Net Amount: 36.28  Net Amount: 36.28	ZAYANTE FPD-GENERAL	OCT25STMT_S1_GAS	23.75 0.00	0.00 10/05/2025 0.00	V129169 P R1 PACIFIC GAS AND ELECTRIC CO	L 01 CHK 6895
Distribution Total: 90.40   90.40	* * * WARNING * * * DATA	Net Amount:	23.75	0.00 22	SACRAMENTO, CA 95899	
ZAYANTE FPD-GENERAL 36.28 0.00 10/05/2025 V129169 P R1 01 UTILITIES 0.00 0.00 PACIFIC GAS AND ELECTRIC CO CHK 6895 0.00 0.00 PO BOX 997300 DX ZFD0 6232273935_0 STN2 ELEC ZA 0.00 22 SACRAMENTO, CA 95899 EX Net Amount: 36.28	Invoice : OCT25STMT_S1	_GAS System Computed Total:	90.40	Distribution Total:	90.40	СН
Net Amount: 36.28 7	ZAYANTE FPD-GENERAL	OCT25STMT_S2_ELE	36.28 0.00	0.00 10/05/2025 0.00	V129169 P R1 PACIFIC GAS AND ELECTRIC CO	L 01 CHK 6895
	* * * WARNING * * * DATA	Net Amount:	36.28	0.00 22	SACRAMENTO, CA 95899	

Invoice : OCT25STMT\_S2\_ELE System Computed Total: User Computed Total: 36.28 36.28 TOTALS MATCH Distribution Total: 36.28

Net Total: 36.28

Santa Cruz County SUN, OCT 05, 2025, 8:41		[Open GL JLloc			3973 Ј3448	prog: OH450 <4.22>report io	Page 3 d: OHBPROOF
GL Account Org Key Description Object Description JL Account Proj Key Description	Secondary Ref Distri Encb PO# / Pmt Di Product ID Pa Item DescriptionItem D	-	Tax Tax2 Chrg Duty	Tax Amt Tax2 Amt Charge Amt Duty Amt	Due Date Rcv Date Disc Date Ck ID-No	Division Code Pay Terms Vendor ID / PEDB Cd / Addr Cd Vendor Name Vendor Address Line(s) Vendor City, State, Zip	PType Sec Sc/Tf Prep R1/2 Cktp
689510-63074 ZAYANTE FPD-GENERAL UTILITIES	OCT25STMT_S3_ELE  2315606476_0 STN3 ELEC  Net Amount:	63.42 63.42 0.00 0.00	1 ZA	ОН779740	10/01/2025 10/05/2025	GEN	.0000 DS
* * * WARNING * * * DATA	A EXCEPTION ====> Approva	ıl not compl	ete				
Invoice: OCT25STMT_S3	3_ELE System Computed Tota	1:	63.42	_	uted Total: ion Total: :	63.42 TOTALS MATCH 63.42 63.42	Н
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540 C2400 - FUEL		1 ZA		10/01/2025 10/05/2025 22		CHK 6895 DX ZFD0 EX
* * * WARNING * * * DATA	Net Amount: A EXCEPTION =====> Approva	56.62 il not compl	ete				9
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL  * * * WARNING * * * DATA	8694987092540  C2400 - FUEL  Net Amount: A EXCEPTION =====> Approva	85.06	ZA		10/01/2025 10/05/2025 22		
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL  * * * WARNING * * * DATA	8694987092540  C2400 - FUEL  Net Amount: A EXCEPTION ====> Approva	49.07	ZA		10/01/2025 10/05/2025 22		.0000 DS 01 CHK 6895 DX ZFD0 EX 11
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540 C2400 - FUEL Net Amount:	1,498.67 55.88 0.00 0.00	1 ZA		10/01/2025 10/05/2025 22		.0000 DS 01 CHK 6895 DX ZFD0 EX
* * * WARNING * * * DATA	A EXCEPTION =====> Approva	l not compl	ete				

SUN, OCT 05, 2025, 8:4	1 PMreq: ZFD006	leg: GL JLlo	c: ONSI	TEjob:433	8973 J3448-	prog: OH450 <4.22>report i	d: OHB	PROOF
GL Account	Invoice Number	Invoice Amt	Units	Set ID	Inv Date	Division Code Pay Terms	PTerm	Stat
Org Key Description	Secondary Ref	Distribution Amt	Tax	Tax Amt	Due Date	Division Code Pay Terms Vendor ID / PEDB Cd / Addr Cd	Misc	Post
Object Description	Encb PO# / Pmt	Discount Amt	Tax2	Tax2 Amt	Rcv Date	Vendor Name	PType	Sec
JL Account	Product ID	Pay Disc Amt					Sc/Tf	
Proj Key Description						Vendor City, State, Zip		
689510-62920	8694987092540	1,498.67			10/01/2025		.0000	
ZAYANTE FPD-GENERAL		72.99		0.00	10/05/2025	V30649 P R4		01
GAS, OIL, FUEL		0.00		0.00		U S BANK NATIONAL ASSOCIATION	CHK	6895
		0.00		0.00		po box 952818	DX	ZFD0
	B2403 - FUEL		ZA	0.00	22	SAINT LOUIS, MO 63195-2818	EX	
	Net Amount:						13	
* * * WARNING * * * DAT	A EXCEPTION =====> A	approval not comp	lete					
689510-62920	8694987092540	1,498.67	1	∩4779737	10/01/2025	CFN	.0000	Dα
ZAYANTE FPD-GENERAL	0094907092340	49.53				V30649 P R4		01
GAS, OIL, FUEL		0.00		0.00		U S BANK NATIONAL ASSOCIATION		
GIE, CII, ICII		0.00		0.00		po box 952818		ZFDC
	B2403 - FUEL	0.00		0.00	22	SAINT LOUIS, MO 63195-2818	EX	2120
	Net Amount:						14	
* * * WARNING * * * DAT			lete					
689510-62920	8694987092540	1,498.67			10/01/2025		.0000	
ZAYANTE FPD-GENERAL		136.50				V30649 P R4		01
GAS, OIL, FUEL		0.00		0.00		U S BANK NATIONAL ASSOCIATION		
	D0410 DITE	0.00		0.00	0.0	po box 952818		ZFD(
	E2410 - FUEL	136.50	ZA	0.00	22	SAINT LOUIS, MO 63195-2818	EX 15	
* * * WARNING * * * DAT	Net Amount: A EXCEPTION ====> A		lete				13	
689510-62920	8694987092540	1,498.67	1	ОН779737	10/01/2025	GEN	.0000	DS
ZAYANTE FPD-GENERAL		102.81				V30649 P R4		01
GAS, OIL, FUEL		0.00		0.00		U S BANK NATIONAL ASSOCIATION		
		0.00		0.00		po box 952818		ZFDC
	E2411 - FUEL		ZA	0.00	22	SAINT LOUIS, MO 63195-2818	EX	
* * * WARNING * * * DAT	Net Amount: A EXCEPTION ====> A		lete				16	
689510-62920	8694987092540	1,498.67		ОН779737	-, -, -	_	.0000	DS
ZAYANTE FPD-GENERAL		28.81		0.00	10/05/2025	V30649 P R4		01
GAS, OIL, FUEL		0.00		0.00		U S BANK NATIONAL ASSOCIATION	CHK	6895
		0.00		0.00		po box 952818		ZFDC
	E2436 - FUEL		ZA	0.00	22	SAINT LOUIS, MO 63195-2818		
	Net Amount:	28.81					17	
* * * WARNING * * * DATA	A EXCEPTION =====> A	approval not comp	lete					
689510-62920	8694987092540	1,498.67	1	ОН779737	10/01/2025	GEN	.0000	DS
ZAYANTE FPD-GENERAL		164.28			10/05/2025			01
GAS, OIL, FUEL		0.00		0.00	. ,	U S BANK NATIONAL ASSOCIATION	CHK	
		0.00		0.00		po box 952818		ZFDO
	E2436 - FUEL		ZA	0.00		SAINT LOUIS, MO 63195-2818	EX	
	Net Amount:	164.28					18	

_		Oper. eg: GL JLloc.			8973 J3448-	prog: OH450 <4.22>report i		ROOF
Object Description JL Account Proj Key Description	Encb PO# / Pmt Product ID Item DescriptionIte	_	Tax Tax2 Chrg Duty	Tax Amt Tax2 Amt Charge Amt Duty Amt	Due Date Rcv Date Disc Date Ck ID-No	Division Code Pay Terms Vendor ID / PEDB Cd / Addr Cd Vendor Name Vendor Address Line(s) Vendor City, State, Zip	PType Sc/Tf R1/2	Post Sec Prep Cktp
* * * WARNING * * * DATA								
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540  E2437 - FUEL  Net Amount:	1,498.67 247.02 0.00 0.00	1 ZA		10/01/2025 10/05/2025 22		CHK	DS 01 6895 ZFD0
* * * WARNING * * * DATA	A EXCEPTION =====> Appr	roval not compl	.ete					
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540  E2447 - FUEL  Net Amount:	1,498.67 124.63 0.00 0.00	1 ZA		10/01/2025 10/05/2025 22		CHK	DS 01 6895 ZFD0
* * * WARNING * * * DATA			ete				20	
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540  E2448 - FUEL  Net Amount:	119.52	ZA		10/01/2025 10/05/2025 22		CHK	DS 01 6895 ZFD0
* * * WARNING * * * DATA	A EXCEPTION =====> Appr	coval not compl	.ete					
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540 E2448 - FUEL		1 ZA		10/01/2025 10/05/2025 22		CHK DX EX	DS 01 6895 ZFD0
* * * WARNING * * * DATA	Net Amount: A EXCEPTION =====> Appr	50.00 roval not compl	ete				22	
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL	8694987092540 W2450 - FUEL	1,498.67 126.21 0.00 0.00	1 ZA		10/01/2025 10/05/2025		CHK	DS 01 6895 ZFD0
* * * WARNING * * * DATA	Net Amount:	126.21		3.30	- <b>-</b>	20020, 110 00120 2010	23	

Santa Cruz County SUN, OCT 05, 2025, 8:41	PROOF PMreq: ZFD006leg		AP Batch Proof] ONSITEjob:433	3973 J3448	prog: OH450 <4.	22>report i		age 6 PROOF
GL Account Org Key Description Object Description JL Account Proj Key Description	Encb PO# / Pmt I Product ID I Item DescriptionItem	-	ax Tax Amt ax2 Tax2 Amt hrg Charge Amt uty Duty Amt	Due Date Rcv Date Disc Date Ck ID-No	Vendor ID / PEDB ( Vendor Name Vendor Address Lin Vendor City, State	ne(s) e, Zip	PType Sc/Tf R1/2	Post Sec Prep Cktp
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL  * * * WARNING * * * DATA	8694987092540  U2490 - FUEL  Net Amount:	1,498.67 1 85.78 0.00 0.00 21 85.78	OH779737 0.00 0.00 0.00 0.00 A 0.00	10/01/2025 10/05/2025	GEN	R4 ASSOCIATION	.0000 CHK	DS 01 6895 ZFD0
689510-62920 ZAYANTE FPD-GENERAL GAS, OIL, FUEL  * * * WARNING * * * DATA	8694987092540  EXEMPTED TAXES  Net Amount:  EXCEPTION =====> Approx	1,498.67 1 -56.04 0.00 0.00 27 -56.04 val not complet	0.00 0.00 0.00 0.00	10/01/2025 10/05/2025 22	-			DS 01 6895 ZFD0
Invoice: 869498709254	0 System Computed To	tal: 1,498	8.67 User Comp Distribut: Net Total		1,498.67 1,498.67 1,498.67	TOTALS MATC	Н	
GRAND TOTAL:	System Computed To	tal: 2,404	4.38 User Comp	uted Total:	2,404.38	TOTALS MATC	Н	

Distribution Total: 2,404.38

GRAND NET TOTAL: 2,404.38

COUNTY OF SANTA CRUZ JOURNAL ENTRY FORM

JKM10052025

 Debit:
 8.50

 Credit:
 8.50

 Net:
 0.00

 Records:
 2

**Dept Name:** Zayante Fire Protection

Prepared By: Jeff Maxwell
Phone: 831-335-5100

**Date:** 10/5/2025

GL KEY	GL OBJECT	JL KEY	JL OBJECT	DEBIT	CREDIT	DESCRIPTION (30)	SECONDARY REF (16)	PEID
689510	62888			8.50		FY25/26 PARCEL TAX F		
134902	40192				8.50	FY25/26 PARCEL TAX F		
	or Itomizatio			Amount			ADDDOVED BY	

Explanation or Itemization	Amount
F PARCEL TAX	
	8.50

APPROVED BY	
SIGNATURE CC	DATE
Jeff Maxwell	10/05/2025





County of Santa Cruz Parks, Open Space & Cultural Services County Service Area 11 979 17<sup>th</sup> Avenue | Santa Cruz, CA 95062 (831) 454-7901

Office Hours: 9:00 AM - 4:00 PM

ZAYANTE FIRE PROTECTION DISTRICT 7700 EAST ZAYANTE ROAD FELTON, CA 95018

ASSESSMENT STATEMENT **2025-2026**FOR FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026
VOTER APPROVED ASSESSMENT: **COUNTY PARKS PARCEL TAX (2014 Measure F)** 

(SEE BACK)

ASSESSOR PARCEL NUMBER

07114113

**AMOUNT** \$ 8.50

PAYMENT MUST BE RECEIVED BY COUNTY OF SANTA CRUZ PARKS DEPARTMENT BY 5:00 PM OR POSTMARKED BY 06/30/2026. PAYMENTS WITH LATE POSTMARKS WILL BE RETURNED FOR PENALTY.

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT

ZAYANTE FIRE PROTECTION DISTRICT

MAIL TO: COUNTY OF SANTA CRUZ PARKS DEPARTMENT 979 17<sup>TH</sup> AVENUE SANTA CRUZ, CA 95062

DUE	ON OR BEFORE APRIL 10, 2026	\$8.50				
PAY	AFTER JUNE 30, 2026 ADD 10%	\$20.85				
	PENALTY AND \$20.00 COST					
TOTA	L DELINQUENT PAYMENT DUE	\$29.35				
ADDI	ADDITIONAL PENALTIES ARE CHARGED IF					
ASSE	SSMENTS ARE NOT PAID BY JUNE	30, 2026				

MAKE CHECKS PAYABLE TO:
COUNTY OF SANTA CRUZ PARKS DEPARTMENT

**COUNTY OF SANTA CRUZ JOURNAL ENTRY FORM** 

Debit: 1,100.00 **Credit:** 

Net:

**Records:** 

1,100.00 0.00

4

**Dept Name: Prepared By:** 

**Zayante Fire Protection** 

Phone:

Jeff Maxwell 831-335-5100

Date: 10/14/2025

GL KEY	GL OBJECT	JL KEY	JL OBJECT	DEBIT	CREDIT	DESCRIPTION (30)	SECONDARY REF (16)	PEID
689510	62826			410.00		OCT25 DRIVER1B BRIAN S/BRUCE S		
680600	62826				410.00	OCT25 DRIVER1B JOHN B/BRUCE S		
689510	62826			690.00		OCT25 DRIVER1B GABE V/CARLA J		
680600	62826				690.00	OCT25 DRIVER1B GABE V/CARLA J		
					_			
Explanati	ion or Itemiza	ition		Amount		APPI	ROVED BY	

Explanation or Itemization	Amount
DRIVER OPERATOR 1B FOR CARLA, GABE,	
BRIAN, & BRUCE	1,100.00

SIGNATURE Jeff Maxwell

10/14/2025 2:38 PM

DATE 10/14/25

## BEN LOOMOND FIRE DISTRICT

- Verified Ben Lomond Fire Dept - GLH - 10/14/25

Memorandum

To: Chief Maxwell Date: October 12, 2025

From: AC Ayers, BLFD

Subject: Fire Apparatus Driver-Operator 1B Class 10/2-10/12/2025 Invoice

Chief,

Carla Jimenez, Gabe Vasquez, Brian Sargent and Bruce Sudweeks have just successfully completed Driver-Operator 1B, both Carla and Gabe have DO 1A and FF1 and will receive their SFT certificates; they now meet SFT requirements to be a certified Driver-Operator. Bruce and Brian are not FF1 and will not receive the DO 1B state certificate, but did successfully complete all evolutions and the written exam, their course cost reflects no SFT cert. All are aware that ZAY may well have its own task book, which he may well need to complete to fulfill your district's requirements.

Course registration cost for Carla and Gabe is \$345.00 each (\$690.00) and for Brian and Bruce it is \$205.00 each (\$410.00); total cost is \$1100.00. Please make a check payable to Ben Lomond Fire Protection District, or contact Laurie Dennis if you would like to pay using a journal entry through the County.

All did extremely well, all students completed evolutions that included inline lay and deploying a pre-connect 1 ¾" line, deploying a 2 ½" line, putting the monitor into service, relay pumping operations (both as the attack and source engine) and drafting with a handline and the monitor in service.

Thank you for your attention to this and for the use of 2437.

Michael Ayers

**Assistant Chief and State Fire Training Instructor** 

_		[Open AP Bat GL JLloc: ONSI:		prog: OH450 <4.22>report i	d: OHBPROOF
GL Account Org Key Description Object Description JL Account Proj Key Description	Secondary Ref Distribution PO# / Pmt Discription Pay Item Description Item Descript		Tax2 Amt Rcv Date Charge Amt Disc Date Duty Amt Ck ID-No	Vendor ID / PEDB Cd / Addr Cd	PType Sec Sc/Tf Prep R1/2 Cktp
689510-61221 ZAYANTE FPD-GENERAL TELEPHONE-NON TELECOM 10	6124693155	306.08 1 306.08 0.00 0.00	OH781123 09/28/2025 0.00 10/14/2025 0.00 0.00	GEN V11188 P R1 VERIZON WIRELESS PO BOX 660108	.0000 DS
* * * WARNING * * * DATA	SEP '25 CRADLE POINTS Net Amount: A EXCEPTION ====> Approval	ZA 306.08 not complete	0.00 22	DALLAS, TX 75266-0108	1
Invoice: 6124693155	System Computed Total	: 306.08	User Computed Total: Distribution Total: Net Total:	306.08 TOTALS MATC 306.08 306.08	CH
689510-61720 ZAYANTE FPD-GENERAL MAINT-MOBILE EQUIPMENT-S	11665	1,320.12 1 1,320.12 0.00 0.00	OH781124 09/30/2025 0.00 10/14/2025 0.00 0.00		.0000 DS . 01 CHK 6895 DX ZFD0
* * * WARNING * * * DATA	E2437 - ANNUAL INSPECTION Net Amount: A EXCEPTION =====> Approval	1,320.12	0.00 22	SANTA CRUZ, CA 95062	CC 2
Invoice: 11665	System Computed Total	: 1,320.12	User Computed Total: Distribution Total: Net Total:	1,320.12 TOTALS MATC 1,320.12 1,320.12	CH
689510-62219 ZAYANTE FPD-GENERAL PC SOFTWARE PURCHASES	OCT25STMT_8600	1,344.00 1 19.99 0.00 0.00	OH781121 10/06/2025 0.00 10/14/2025 0.00 0.00		
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689510-61720 ZAYANTE FPD-GENERAL MAINT-MOBILE EQUIPMENT-S	OCT25STMT_8600	1,344.00 1 711.28 0.00 0.00	OH781121 10/06/2025 0.00 10/14/2025 0.00 0.00		
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689510-61221 ZAYANTE FPD-GENERAL TELEPHONE-NON TELECOM 10	STARLINK MONTHLY SEP Net Amount:	50.00	0.00 0.00 0.00	22	ATTH V124770 P U S BANK CORPORATE PAYMENT PO BOX 790428 SAINT LOUIS, MO 63179-0428 United States of America		CHK DX CC	01 6895 ZFD0
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689510-61920 ZAYANTE FPD-GENERAL MEDICAL, DENTAL & LAB SU  * * * WARNING * * * DATA	GLUCOSE/ASPIRIN Net Amount:			22			CHK DX EX	01 6895 ZFD0
midding Billi	in Entert 110W =====> Tipp10V	ar not comprete						
689510-62219 ZAYANTE FPD-GENERAL PC SOFTWARE PURCHASES	OCT25STMT_8600	9.99 0.00 0.00	0.00	10/14/2025	V124770 P U S BANK CORPORATE PAYMENT PO BOX 790428		CHK DX	DS 01 6895 ZFD0
* * * WARNING * * * DATA	STORAGE SUBSCRIPTION/AF Net Amount: . EXCEPTION ====> Approv	9.99	0.00	22	SAINT LOUIS, MO 63179-0428 United States of America		EX 9	
689510-61920 ZAYANTE FPD-GENERAL MEDICAL, DENTAL & LAB SU	OCT25STMT_8600 GLUCOSE TEST STRIPS	1,344.00 1 46.93 0.00 0.00					CHK	01
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Santa Cruz County	PROOF	[Open AP Bate					Page 3
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689510-62381 ZAYANTE FPD-GENERAL PROF & SPECIAL SERV-OTHE		1,344.00 1 154.50 0.00 0.00	0.00	0/14/2025	V124770 P U S BANK CORPORATE PO BOX 790428		CHK 6895 DX ZFD0
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689510-62223 ZAYANTE FPD-GENERAL SUPPLIES	OCT25STMT_8600	1,344.00 1 104.19 0.00 0.00	OH781121 1 0.00 1 0.00 0.00	.0/06/2025 .0/14/2025		R1 PAYMENT SYS	
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689510-62304 ZAYANTE FPD-GENERAL ATTORNEY	34928 1,116.  P 0.  2025 FIRE CODE REVIEW  Net Amount: 1,116.  EXCEPTION =====> Approval not co	70 1 70 00 00 ZA 70	OH782323 08/13/2025 0.00 10/20/2025 0.00 0.00 0.00 0.00 22	5 GEN	.0000 DS 01 CHK 6895 DX ZFD0 CC
Invoice: 34928	System Computed Total:	1,116.70	User Computed Total: Distribution Total: Net Total:	1,116.70 TOTALS MATCH 1,116.70 1,116.70	н
689510-61848 ZAYANTE FPD-GENERAL MAINT-STRUCT/GRDS-OTH-SR  * * * WARNING * * * DATA	77.	00 00 ZA 07	OH782322 09/01/2025 0.00 10/20/2025 0.00 0.00 0.00 22		.0000 DS EF EFT 6895 DX ZFD0 CC 2
Invoice : 0008410281	System Computed Total:	77.07	User Computed Total: Distribution Total: Net Total:	77.07 TOTALS MATCH	Н
689510-61221 ZAYANTE FPD-GENERAL TELEPHONE-NON TELECOM 10  * * * WARNING * * DATA	94.	00 00 ZA 07	OH782321 10/13/2029 0.00 10/20/2029 0.00 0.00 0.00 0.00 22		.0000 DS 01 CHK 6895 DX ZFD0 CC
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Santa Cruz County	PROOF	[Open AP Bato	h Proof]			Page 2
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GRAND TOTAL:	System Computed T	otal: 1.287.84	User Computed To	otal: 1.287.84	TOTALS MATC	Н

Distribution Total: 1,287.84

GRAND NET TOTAL: 1,287.84

GL Account					
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89510-61720	FRE00245052095	75.84 1	ОН783650 10/22/2025	GEN	.0000 DS
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nvoice : FRE0024505209	95 System Computed Tota	al: 75.84	User Computed Total:		ГСН
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nvoice : 102025_00607			Distribution Total: Net Total:	189.40	
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		6,744.05 0.00	Net Total:  OH783654 10/10/2025 0.00 10/28/2025 0.00	GEN V50025 P F MES I ACQUISITION INC	R1 01 CHK 689
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39510-61110 AYANTE FPD-GENERAL		6,744.05 0.00 0.00	Net Total:  OH783654 10/10/2025 0.00 10/28/2025 0.00	GEN V50025 P F MES I ACQUISITION INC	R1 01
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39510-61110 AYANTE FPD-GENERAL LOTHING & PERSONAL SUPP * * WARNING * * * DATA	P  2 SETS TURNOUTS KRAFT/AM	6,744.05 0.00 0.00 MADEO ZA 6,744.05 al not complete al: 6,744.05	Net Total:  OH783654 10/10/2025	189.40  GEN V50025 P F MES I ACQUISITION INC PO BOX 851792 MINNEAPOLIS, MN 55485  6,744.05 TOTALS MAT 6,744.05 6,744.05	R1 0: CHK 68: DX ZFI EX 3
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Invoice: IN2359267	System Computed Total:	6,744.05	User Computed Total: Distribution Total: Net Total:	6,744.05 TOTALS 6,744.05 6,744.05	MATCH
GRAND TOTAL:	System Computed Total:	13,753.34	User Computed Total: Distribution Total:	13,753.34 TOTALS 13,753.34	MATCH

13,753.34

GRAND NET TOTAL:

## ZAYANTE FIRE PROTECTION DISTRICT



7700 E. Zayante Rd Felton Ca. 95018 Office: 831-335-5100 Jeff Maxwell, Fire Chief

Date: November 20, 2025

To: Board of Directors

Subject: Fire Chief Report- October

**Administration**- Attended the Fire Prevention Officers, Zayante Board Meeting. Attended a LAFCO meeting at Felton Fire with adjoining Chiefs; Attended virtually the LAFCO regular meeting; Toured West Drive Evacuation route with the Supervisor Martinez & staff, the Sheriff & staff, Cal Fire Unit Chief & staff, Director of Roads and OR3.; Attended SLV Fire Districts Council, County Chiefs and EMSIA meetings.

**Fiscal:** All claims, deposits, Journal Entries processed in a timely manner. Completed Call Year End payroll accounting for calls, drills, sleeper shifts, duty shifts.

**Apparatus & Equipment:** All apparatus are in service. Engine 2410 and WT 2450 received Annual maintenance and pump testing. Conducted the monthly outdoor warning siren test successfully.

**Training** – Monthly training included EMS skills, SCBA's, Fire Attack scenario's, Live Fire Exercise and rapid intervention-firefighter survival training. Lompico E2447 with a crew of (3) participated in the Cal Fire Locatelli Rx prescription burn on Empire Grade. Fire Chief Maxwell attended (3) Training classes in Salinas to update qualifications as an SFT Instructor and skills evaluator for the Basic Firefighter Academy.

Firefighters Association update: approved the purchase of the following equipment in

support of our Mission and commitment to the community:

1. Purchase (4) Seek Fire Pro 300 Thermal Imaging cameras - \$6,000

2. Purchase (2) LifePak 1000 AED batteries - \$1,000

3. Purchase hitch mounted rescue winch - \$4,400

4. Purchase (2) Adze wildland tools – \$220

5. Purchase (4) replacement batteries for Hazardous Gas Monitors- \$1,000

6. Purchase (1) cooler for out of county response - \$100

Prevention – Participated at Board of Supervisor's first read for the 2024 International Fire

Code in preparation of the Code Adoption Cycle. Processed building permit

applications and submitted invoicing for impact and review fees. Initiated NERIS

integration from the NFIRS reporting system – State mandate.

Station & Grounds – Station 3 completed siding caulk, prep and painting. Gutter

downspouts replaced; labor by FF. Brian Sargent.

Incident Response Summary: August Total Calls: 11

FMS - 9

Hazardous Materials release – 1

Public Service - 1

**Budget FY25-26** 

**Budget:** 

Tax Revenue to date: \$33,121,85.

REG and Extra help Pay, OASDI-SS, UI, Workers Comp to date: \$102,275.07

Services and Supply to date: \$96,585.26

Jeff Maxwell. Fire Chief

2

## ZAYANTE FIRE PROTECTION DISTRICT



7700 E. Zayante Rd Felton Ca. 95018

Date: November 20, 2025
To: Board of Directors
From: Jeff Maxwell, Fire Chief

Subject: Outdoor Warning Siren Project

#### Background

In September 2023, Fire Chief Maxwell identified deficiencies in the Outdoor Warning System relative to community wide alert and warning. Santa Cruz County utilizes a variety of notification tools for emergency alerts such as CruzAware for wireless emergency alerts that rely on connectivity. The County utilizes IPAWS – integrated public alert and warning systems in conjunction with local radio, TV and social media. The only outdoor notification, not-reliant on cellular or broadband connectivity tools available to our community include public safety personnel in vehicles on public address speakers and Outdoor Warning Sirens. The District refurbished the Station 1 siren in 2022. The Station 2 « Lompoico » siren is not functional.

#### **Discussion**

In May 2006, Zayante Fire District and Chief Maxwell met with the Lompico community and Supervisor Mark Stone to discuss emergency response routes and alternative evacuation scenarios for the Lompico community. In 2019, the Zayante Fire District Board of Directors noticed the Santa Cruz County Board of Supervisors of the imperitive to resolve the long standing evacuation route challeges of Lompico.

In 2023, with the assistance of the Zayante Firefighters Association a campaign to educate and embrace the community's interest in Outdoor Warning Sirens began. The use of social media, Open House events, and a Felton Music Hall Concert raised approximately \$8,091 from the community. The District applied for a FY 24 State Homeland Security Grant receiving support from County representatives, State OES administrators and approval from FEMA. The grant request was approved for \$49,839 and is available to assist funding the project \$65,000 project.

The District has consistently tested the Main Station siren since October 2023 on the first Saturday of each month to ensure operability, increase awareness and solicit feedback on effectiveness through ancedotal feedback through seasonal variations in temperature, humidity, and winds.

Supervisor Monica Martinez has hosted (2) community evacuation workshops in 2025 for the Lompico-Zayante community to better inform residents of strategies, resources and personal responsibilities for preparation for emergent events.

Through the testing process, the communities of Lompico and Upper Zayante are clearly underserved by the siren at Station 1. The District is recommending the installation of (2) additional Outdoor Warning sirens for Lompico and (1) in Upper Zayante due to terrain challenges. This network of sirens will greatly increase the coverage area for residents found outdoors and not accessing other modes of communication utilized to notify residents of the need to evacuate in an emergency.

The District has issued a Request for Quote for the installation of up to (3) Sirens.

The District has received notification and documentation for appropriated grant funding under Agreement #26C5177.

#### **Funding Solutions:**

FY25-26 Zayante Fire District Fixed Asset – Buildings and Improvements: \$70,000 FY24-25 Zayante Fire District Fixed Asset – Building and Improv – Accrual \$66,156 FY24-25 SHSGP #26C5177 – Siren Project \$49,839 Zayante Firefighters Association – Community donations. \$8,000

> Subtotal Revenues : \$ 193,995.00 Project Estimated Cost w/ Tax \$ 212,153.04

Project shortfall of \$18,429.54 to be covered from Cal OES revenue pending \$40,000 - discretionary funds from the Gifford Fire response claim.

#### Recommendations

- 1. Review and Approve Resolution 549-13-25 accepting unanticipated Revenue from FY 24 SHSGP #26C5177 in the amount of \$49,839.00
- 2. Retain Jeff Hills & Sons, Contractor, as a project manager, to coordinate with the bid recipient to install (3) Outdoor Warning Sirens and coordinate associated entities. Time budget initially is (40) hours or less.

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

#### Resolution No. 549-13-25

Duly se	motion of Director: econded by Director: lowing resolution is ad	opted:	`	
	RESOLUTION A	ACCEPTING U	INANTICIPATED R	EVENUE
from Cal-OES (				Funds, in the amount of \$49,839 or Grant Program supporting an
	above-referenced fund forth in the current fis			anticipated or are not Fire Protection District; and
	rsuant to Government ( priation by four-fifths v			nds may be made available for
·	ORE, BE IT RESOLVED asurer-Tax Collector ac			
<u>GL Key</u> 689510	Revenue Object 42462		: <u>Name</u> · Revenue	<u>Amount</u> \$49,839
and that such	funds be and are her	eby appropr	iated as follows:	
<u>GL Key</u> 689510	Expenditure Object 86110		Name nd Improvements	<u>Amount</u> \$49,839
	ite of California, this 20			Protection District, County of e following vote (requires four
AYES:				
NOES: ABSENT:	DIRECTORS			
X		>	ζ	
Board	d Chairperson		Secretary of the Board	

#### **Contract No. <u>26C5177</u>**

## HOMELAND SECURITY GRANT SUBRECIPIENT CONTRACT

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Zayante Fire Protection District, hereinafter called SUBRECIPIENT. COUNTY and SUBRECIPIENT are each a "Party" to this Contract and are collectively the "Parties" to this Contract. The Parties agree as follows:

- 1. <u>DUTIES</u>. SUBRECIPIENT shall perform the following duties: The purchase of one bidirectional siren for use in remote locations. These duties are described in further detail in Attachments A, "Subrecipient Rider" and B, "Subaward Requirements (Scope & Program Conditions)", which is attached hereto and incorporated herein by reference.
- **2. COMPENSATION.** COUNTY agrees to pay, and SUBRECIPIENT agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$49,839 as set forth in further detail in Attachment B.
- 3. <u>TERM.</u> The term of this Contract shall be: September 1, 2025, through March 31, 2027. If this Contract is placed on the COUNTY's Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

#### 4. <u>TERMINATION</u>.

- A. <u>Termination for Cause</u>. COUNTY may, in its sole discretion, immediately terminate this Contract if SUBRECIPIENT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. <u>Termination Without Cause</u>. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.
- C. <u>Termination Due to Insufficient Funding</u>. COUNTY's obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide SUBRECIPIENT at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.
- D. <u>Compensation Upon Termination</u>. In the event this Contract is terminated, SUBRECIPIENT shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by SUBRECIPIENT.

## 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u>

To the fullest extent permitted by applicable law, SUBRECIPIENT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 5 and 6 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, SUBRECIPIENT, or any third party may sustain as a result of, arising out of, or in any manner connected with SUBRECIPIENT's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of SUBRECIPIENT and third persons.
- B. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to SUBRECIPIENT and SUBRECIPIENT's officers, employees, and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting SUBRECIPIENT's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve SUBRECIPIENT from liability under this provision. This provision shall apply to all claims for damages related to SUBRECIPIENT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 5 shall survive the termination or expiration of this Contract.

6. <u>INSURANCE</u>. SUBRECIPIENT, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of SUBRECIPIENT's insurance coverage and shall not contribute to it. If SUBRECIPIENT normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, SUBRECIPIENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If SUBRECIPIENT utilizes one or more subcontractors in the performance of this Contract, SUBRECIPIENT shall obtain and maintain SUBRECIPIENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of SUBRECIPIENT in this Contract.

#### A. Types of Insurance and Minimum Limits

i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

- ii. Automobile Liability Insurance for each of SUBRECIPIENT's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by SUBRECIPIENT's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- iii. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) crossliability.
- iv. Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_combined single limit.
- Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of SUBRECIPIENT. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to SUBRECIPIENT's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to SUBRECIPIENT's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

#### **B.** Other Insurance Provisions

- i. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, SUBRECIPIENT agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. SUBRECIPIENT may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
- ii. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of SUBRECIPIENT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as

ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

iii. All required policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) calendar days' prior written notice (10 calendar days for nonpayment of premium) has been given to:

County of Santa Cruz Office of Response, Recovery & Resilience Attn: Annie Puckett 701 Ocean Street, STE 520 Santa Cruz, CA 95060

Should SUBRECIPIENT fail to obtain such an endorsement to any policy required hereunder, SUBRECIPIENT shall be responsible to provide at least thirty (30) calendar days' notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

iv. SUBRECIPIENT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

County of Santa Cruz Office of Response, Recovery & Resilience Attn: Annie Puckett 701 Ocean Street, STE 520 Santa Cruz, CA 95060

- v. SUBRECIPIENT hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- **7. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, SUBRECIPIENT agrees as follows:
- A. SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Contract provides compensation in excess of \$50,000 to SUBRECIPIENT and if SUBRECIPIENT employs fifteen (15) or more employees, the following requirements shall apply:

- i. SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, SUBRECIPIENT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in SUBRECIPIENT's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- ii. In the event of SUBRECIPIENT's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said SUBRECIPIENT may be declared ineligible for further contracts with COUNTY.
- iii. SUBRECIPIENT shall cause the foregoing provisions of subparagraphs 7B(i) and 7B(ii) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- **8. INDEPENDENT CONTRACTOR.** SUBRECIPIENT and COUNTY agree that in performing its obligations under this Contract, SUBRECIPIENT, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, SUBRECIPIENT has no right to employment rights or benefits available to COUNTY employees. SUBRECIPIENT is solely responsible for providing to its own employees all employee benefits required by law. SUBRECIPIENT shall save COUNTY harmless from all matters relating to the payment of SUBRECIPIENT's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of SUBRECIPIENT's performance under this Contract, but COUNTY may verify that SUBRECIPIENT is performing according to the terms of this Contract.

### 9. NOTICES.

A. <u>Contact Information</u>. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:

Administrative Analyst
Office of Response, recovery & Resilience
701 Ocean St. Ste 520
Santa Cruz, CA 95060
Annie.puckett@santacruzcountyca.gov

For SUBRECIPIENT:

Fire Chief Zayante Fire Protection District 7700 E. Zayante Rd. Felton, CA 95018 jmaxwell@zayantefire.com

B. <u>Change of Contact Information</u>. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.C.

- C. <u>Method of Delivery</u>. Each notice between COUNTY and SUBRECIPIENT provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.
  - i. A notice delivered by personal service is effective upon service to the recipient.
  - ii. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
  - iii. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
  - iv. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.
- **10. NONASSIGNMENT.** SUBRECIPIENT shall not assign this Contract without the prior written consent of COUNTY.
- 11. <u>ACKNOWLEDGMENT</u>. SUBRECIPIENT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to SUBRECIPIENT.

### 12. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

- A. <u>Inspection of Documents</u>. SUBRECIPIENT shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of SUBRECIPIENT's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. SUBRECIPIENT shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure SUBRECIPIENT's compliance with the terms of this Contract.
- B. Retention and Audit of Records. SUBRECIPIENT shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. SUBRECIPIENT hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of five (5) years after final payment under this Contract.
- C. <u>Public Records</u>. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that SUBRECIPIENT may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that SUBRECIPIENT may provide to COUNTY may include but is not limited to the following:
  - i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.
  - ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that SUBRECIPIENT may provide to COUNTY, unless such disclosure is prohibited by court order.

- iii. This Contract, and any record or data that SUBRECIPIENT may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").
- iv. This Contract, and any record or data that SUBRECIPIENT may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.
- v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that SUBRECIPIENT may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.
- D. <u>Public Records Act Requests</u>. SUBRECIPIENT shall cooperate with COUNTY with respect to any COUNTY demand for requested records.
  - i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in SUBRECIPIENT's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that SUBRECIPIENT deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of SUBRECIPIENT. Within five (5) COUNTY business days after COUNTY's demand, SUBRECIPIENT shall (a) deliver to COUNTY all of the requested records that are in SUBRECIPIENT's possession or control, together with a written statement that SUBRECIPIENT, after conducting a diligent search, has produced all requested records that are in SUBRECIPIENT's possession or control, or (b) provide to COUNTY a written statement that SUBRECIPIENT, after conducting a diligent search, does not possess or control any of the requested records.
  - ii. If SUBRECIPIENT wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. SUBRECIPIENT's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to SUBRECIPIENT before disclosing any record subject to SUBRECIPIENT's assertion of exemption from disclosure.
  - iii. SUBRECIPIENT shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from SUBRECIPIENT's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.
  - iv. This provision shall not prohibit SUBRECIPIENT from seeking a protective order to prevent the disclosure of records SUBRECIPIENT has deemed or marked as confidential or restricted or proprietary.
  - E. This Paragraph 12 shall survive the termination or expiration of this Contract.
- 13. 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.

**14. ATTACHMENTS.** SUBRECIPIENT shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Subrecipient Rider"

Attachment B, "Subaward Requirements (Scope & Program Conditions)"

Attachment C, "Federal & State Grant Assurances"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

**15. LIVING WAGE.** This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY\_\_\_\_\_.

If Item # 15 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Noncompliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

SUBRECIPIENT agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

**16. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

### 17. **GENERAL TERMS.**

- A. <u>Compliance with Laws</u>. SUBRECIPIENT shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. SUBRECIPIENT bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 5 of this Contract.
- B. <u>Standard of Practice.</u> SUBRECIPIENT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. SUBRECIPIENT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- C. <u>Prior Acts Ratified</u>. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.
- D. <u>Modification</u>. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. SUBRECIPIENT acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.
- E. <u>Non-Liability of County Officers, Officials, Employees, Agents, Volunteers</u>. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to SUBRECIPIENT in the event of any default or breach by COUNTY.

- F. <u>Governing Law</u>. The laws of the State of California govern all matters arising from or related to this Contract.
- G. <u>Jurisdiction and Venue</u>. This Contract is signed and performed in Santa Cruz County, California. SUBRECIPIENT consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.
- H. <u>Construction</u>. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.
- I. <u>Headings</u>. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.
- J. <u>Severability</u>. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.
- K. <u>No Waiver</u>. Payment, waiver, or discharge by COUNTY of any liability or obligation of SUBRECIPIENT under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of SUBRECIPIENT and does not prohibit enforcement by COUNTY of any obligation on any other occasion.
- L. <u>No Third-Party Beneficiaries</u>. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.
- M. <u>Force Majeure</u>. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.
  - N. Authorized Signature. SUBRECIPIENT represents and warrants to COUNTY that:
  - i. SUBRECIPIENT is duly authorized and empowered to sign and perform its obligations under this Contract.
  - ii. The individual signing this Contract on behalf of SUBRECIPIENT is duly authorized to do so and their signature on this Contract legally binds SUBRECIPIENT to the terms of this Contract.
- O. <u>Integrated Contract</u>. This Contract, including its attachments, is the entire agreement between SUBRECIPIENT and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.
- P. <u>Counterpart Execution.</u> This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local,

state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] [SIGNATURES APPEAR ON FOLLOWING PAGE]

### SIGNATURE PAGE

### **Contract No. <u>26C5177</u>**

### HOMELAND SECURITY GRANT SUBRECIPIENT CONTRACT

IN WITNESS WHEREOF, the parties hereto agree to the terms set forth above.

Jeff	atte Fire Protection District  Maxwell  6552ABD14CD	<b>4.</b> By:	COUNTY OF SANTA CRUZ  David Kid  55FF66681381490
SIGNED			GNED
Jeff M	axwell		David Reid
PRINTED	Zayante Fire Protection District	PR	RINTED
Company N Address:	ame: 7700 E. Zayante Rd. Felton, CA 95018		
Telephone:	831-335-5100		
Fax:			
Email:	jmaxwell@zayantefire.com		
		1.	APPROVED AS TO FORM  DocuSigned by:  F0F6FD189D784BF  Office of the County Counsel
DICTRIPLY	EVON.	3.	APPROVED AS TO INSURANCE  Signed by:  GIVE BOYASI  E4EADC5BA53B4DB.  Risk Management

### DISTRIBUTION:

- Office of Response, Recovery & Resilience
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- SUBRECIPIENT

### **ATTACHMENT A - SUBRECIPIENT RIDER**

### RECITALS

- A. COUNTY is the recipient of federal funds under the State Homeland Security Grant Program (SHSGP), Assistance Listing (ALN) 97.067, administered by the California Governor's Office of Emergency Services (Cal OES).
- B. The Parties desire to incorporate SHSGP subrecipient requirements and federal/state grant assurances into the Contract without modifying the Contract's base text.

### NOW, THEREFORE, the Parties agree as follows:

- Incorporation; Subrecipient Status. SUBRECIPIENT is a subrecipient of federal funds under SHSGP. SUBRECIPIENT shall comply with all obligations set forth in Attachments B and C.
- 2. **Federal Award Identification.** The following information pertains to the federal award and may be updated by COUNTY in writing as official award documents are issued:

Federal Awarding Agency	U.S. Department of Homeland
	Security/FEMA
Assistance Listing (ALN)	97.067 (Homeland Security Grant Program -
	SHSGP)
Pass-Through Entity	California Governor's Office of Emergency
	Services (Cal OES)
Pass-Through Award No./Year	Cal OES Grant # 2024 -5088
Subaward (NTE)	\$49,839
Period of Performance	September 1, 2025 – March 31, 2027
Project/Grant Title	FY 2024 SHSGP Project 008: One bi-
	directional siren for use in remote location.

- 3. **Project Description.** 1 (One) Bi-directional siren for use in remote Santa Cruz Mountain single ingress/egress box canyon location, home to residents particularly vulnerable to wildfire. The siren will add an additional layer of emergency notification, primarily for those who are outdoors, off grid, without power or connectivity to landline or cellular services and cable internet or television. Siren will be placed strategically to ensure maximum coverage of audible alerts when activated.
- 4. **Audit, Access to Records, and Retention.** SUBRECIPIENT shall maintain financial, programmatic, and supporting documentation and provide access to COUNTY, Cal OES, DHS/FEMA, and the U.S. Comptroller General. Records shall be retained for the longer of: (a) five (5) years after final payment or COUNTY's acceptance of Subrecipient's final audit under the Contract; or (b) the period required by 2 C.F.R. § 200.334 (no less than three (3) years after submission of the final federal expenditure report).
- 5. **Remedies and Repayment.** In addition to remedies in the Contract, COUNTY may withhold payment, disallow costs, suspend, or terminate for noncompliance.

### 2024 State Homeland Security Grant Program

- SUBRECIPIENT shall promptly repay any disallowed or ineligible costs upon COUNTY's written demand. COUNTY may condition future reimbursements on corrective action and documentation.
- 6. **Order of Precedence.** In the event of a conflict between the Contract and this Attachment, this Attachment shall control as necessary to maintain compliance with applicable federal and state grant requirements. In the event of conflict between Attachments B and C, Attachment C controls.
- 7. **No Other Changes.** Except as expressly modified by this Attachment A, all terms and conditions of the Contract remain in full force and effect.

## <u>ATTACHMENT B — SUBAWARD REQUIREMENTS</u> (Scope & Program Conditions)

The following operational requirements apply to SUBRECIPIENT's SHSGP-funded project(s). COUNTY may update deliverable deadlines by written notice to SUBRECIPIENT to align with Cal OES or DHS/FEMA changes.

### A. Reporting.

Performance Reports are due: March 31, 2026, September 1, 2026, and March 31, 2027, or as subsequently noticed in writing by COUNTY. Reports shall be submitted to COUNTY via email to annie.puckett@santacruzcountyca.gov.

### B. Procurement.

SUBRECIPIENT shall follow the more stringent of its documented local procurement procedures or 2 C.F.R. §§ 200.317–200.327. Any noncompetitive procurement requires prior written approval from COUNTY and Cal OES with supporting documentation.

### C. Training & Exercises.

All grant-funded training requires Cal OES prior approval with a <u>Training</u> <u>Request Form</u>; obtain a Training Feedback Number at least thirty (30) calendar days before the first day of the training or related activities, with course materials/agenda attached. Exercises conducted with SHSGP funds must be reported; an AAR/IP or summary report (for seminars/workshops) is due to Cal OES within ninety (90) calendar days of completion.

### D. Environmental & Historic Preservation (EHP)

Projects or activities with potential environmental or historic impacts require <u>FEMA EHP screening</u> and written approval prior to commencement of the funded activity.

### E. Equipment

Equipment must be on the FEMA <u>Authorized Equipment List (AEL)</u>. Prohibited: weapons and weapon accessories. Restrictions apply to pharmaceuticals, medical countermeasures, and critical emergency supplies. Video surveillance, telecommunications, and unmanned aerial systems produced by, owned by, or otherwise connected to the People's Republic of China are prohibited. Asset tagging and inventory are required; disposal of federally funded equipment requires prior approval.

### F. Project Modifications

Budget or scope changes require formal approval; SUBRECIPIENT may implement modification activities only after receiving written final approval from Cal OES (and DHS/FEMA as required for National Priority projects).

### 2024 State Homeland Security Grant Program

### G. Reimbursement

This is a cost-reimbursement subaward. Requests must include invoice(s), proof of payment, proof of receipt (e.g., packing slips and photos showing asset tags) for equipment, procurement documentation where applicable, and payroll/time documentation for personnel or consultants. Subrecipients must submit no later than **March 31, 2027**. COUNTY shall remit reimbursement payment to SUBRECIPIENT within thirty (30) calendar days following COUNTY's receipt and acceptance of a complete invoice package, subject to the terms and conditions of subaward requirements.

### H. Closeout & Disposition

Subrecipient shall provide all financial and performance documentation necessary for COUNTY to meet federal and state close-out deadlines, including equipment disposition requests where applicable.

### I. Termination Triggers

Failure to submit required reports; failure to expend funds in accordance with milestones/guidance; failure to comply with subaward requirements or applicable local, state, or federal law; false certification; or failure to adequately manage, monitor, or direct grant activities may result in suspension or termination, withholding of funds, cost disallowance, and repayment.

### <u>ATTACHMENT C — FEDERAL & STATE GRANT ASSURANCES</u>

SUBRECIPIENT shall comply with all applicable federal and state requirements, all incorporated into this Contract by reference, including without limitations the following:

- 1. 2 C.F.R. Part 200 (Uniform Guidance): internal controls (§ 200.303); procurement (§§ 200.317–200.327); cost principles (Subpart E); remedies (§ 200.339); records (§ 200.334); closeout (§ 200.344); domestic preferences (§ 200.322); and the telecommunications/video surveillance prohibition (§ 200.216).
- 2. Civil Rights and Nondiscrimination: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act; Age Discrimination Act; and Executive Order 13166 (Limited English Proficiency).
- 3. Debarment/Suspension: 2 C.F.R. Part 180 (and 2 C.F.R. Part 3000, as applicable); Subrecipient and its principals are not debarred or suspended; verification via SAM.gov shall be maintained. UEI and SAM registration shall be maintained per 2 C.F.R. Part 25.
- 4. Anti-Lobbying: Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and submission of certifications as applicable.
- 5. Drug-Free Workplace Act of 1988.
- 6. Federal Funding Accountability and Transparency Act (FFATA) (2 C.F.R. Part 170), as applicable.
- 7. DHS/FEMA Conditions: including FEMA EHP screening and written approval before commencement of any activity triggering EHP; adherence to the FEMA Authorized Equipment List (AEL); and prohibition on PRC-connected video surveillance, telecommunications, and UAS equipment.
- 8. Cal OES Program Conditions/Guidance: including training approvals and reporting (AAR/IP within 90 days), project modification approvals, equipment management and disposition, and closeout requirements.
- 9. Single Audit Act and 2 C.F.R. Subpart F: if Subrecipient's annual federal expenditures equal or exceed \$750,000, Subrecipient shall obtain a Single Audit and provide required reports.
- 10. Program Income and Equipment: any program income shall be used and accounted for consistent with 2 C.F.R. § 200.307; equipment acquisition, use, and disposition shall comply with 2 C.F.R. § 200.313.



### **Certificate Of Completion**

Envelope Id: 8068FD75-7E61-46D2-BA5B-71DFBB4A66D7 Status: Completed

Subject: Complete with Docusign: SHSGP\_Standard Services Contract-24SHSGP ZAYANTE (1).docx, Attachment B...

Source Envelope:

Document Pages: 16 Signatures: 4 **Envelope Originator:** Initials: 0 Annie Puckett Certificate Pages: 5 701 Ocean Street AutoNav: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada) Annie.Puckett@santacruzcountyca.gov

IP Address: 63.194.190.100

Sent: 9/25/2025 1:18:16 PM

Viewed: 9/26/2025 7:02:01 AM

Signed: 10/2/2025 11:19:26 AM

Sent: 10/2/2025 11:19:28 AM

Viewed: 10/2/2025 4:41:33 PM

Signed: 10/2/2025 4:42:05 PM

Sent: 10/2/2025 4:42:07 PM

Viewed: 10/8/2025 11:51:58 AM

Signed: 10/8/2025 11:54:26 AM

Santa Cruz, CA 95060

**Record Tracking** 

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9/25/2025 1:13:10 PM Annie.Puckett@santacruzcountyca.gov

Security Appliance Status: Connected Pool: FedRamp

Storage Appliance Status: Connected Pool: County of Santa Cruz Location: Docusign

Signer Events

Signature

**Timestamp** 

John Nguyen

John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 63.194.190.100

**Electronic Record and Signature Disclosure:** 

Accepted: 6/12/2024 8:53:19 AM ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi

Gina.Borasi@santacruzcountyca.gov Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication

(None)

Gina Borasi E4EADC5BA53B4DB.

Signature Adoption: Pre-selected Style Using IP Address: 73.170.243.111

**Electronic Record and Signature Disclosure:** 

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jeff Maxwell

jmaxwell@zayantefire.com

Zayante Fire Protection District 7700 E. Zayante Rd.

Felton Ca.

Fire Chief

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address:

Jeff Maxwell

2601:647:ce00:fb00:189f:fb45:58e9:8d2

**Electronic Record and Signature Disclosure:** 

Accepted: 10/8/2025 11:51:58 AM

ID: a1660c61-e705-4cc3-8671-b8881a95f023

David Reid David.Reid@santacruzcountyca.gov

Director, Office of Response, Recovery & Resilience

County of Santa Cruz

Security Level: Email, Account Authentication

(None)

DocuSigned by: David Reid 5FFE6E6813B1490.

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Sent: 10/8/2025 11:54:28 AM Resent: 10/27/2025 11:18:06 AM Viewed: 10/27/2025 11:22:34 AM

Signed: 10/27/2025 11:22:47 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 3/4/2022 11:33:51 AM ID: 07377a74-dfb0-4ba0-b608-933136fad55f		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jeff Maxwell jmaxwell@zayantefire.com	COPIED	Sent: 10/27/2025 11:22:50 AM

**Timestamp** 

**Signature** 

Signer Events

Fire Chief

(None)

Zayante Fire Protection District 7700 E. Zayante Rd.

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 10/8/2025 11:51:58 AM

ID: a1660c61-e705-4cc3-8671-b8881a95f023

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	9/25/2025 1:18:16 PM		
Envelope Updated	Security Checked	10/2/2025 9:40:35 AM		
Certified Delivered	Security Checked	10/27/2025 11:22:34 AM		
Signing Complete	Security Checked	10/27/2025 11:22:47 AM		
Completed	Security Checked	10/27/2025 11:22:50 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

### To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to
  receive exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by County of Santa Cruz during the course of your relationship with
  County of Santa Cruz.

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

### Resolution No. 550-14-25

Duly se	motion of Director: conded by Director: lowing resolution is adopted:		
	RESOLUTION ACCEPT	ING UNANTICIPATED REVENUE	
Safety funds, ir Traffic Safety O	n the amount of \$160,500 from Grant program funding a Regio	TRICT is the recipient of California Offi OTS Grant #EM26026, for the 2025 FY nal Crash Response and Extrication Im nond and Boulder Creek Fire Districts.	Y Office of
		ither in excess of those anticipated or a budget of the Zayante Fire Protection	
	rsuant to Government Code sec oriation by four-fifths vote of tl	ction 29130(b), such funds may be mad he Board of Directors;	le available for
		RDERED that the Santa Cruz County Au e amount of \$160,500 as follows:	ditor-
<u>GL Key</u> 689510	Revenue Object 42462	<u>Acct Name</u> Other Revenue	Amount \$160,500
and that such	funds be and are hereby app	propriated as follows:	
<u>GL Key</u> 689510	Expenditure Object 86204	Acct Name Equipment	<u>Amount</u> \$160,500
	te of California, this 20th day o	ctors of the Zayante Fire Protection Dis of November 2025 by the following vot	
AYES:	DIRECTORS		
NOES: ABSENT:	DIRECTORSDIRECTORS		
XBoard	l Chairperson	XSecretary of the Board	

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

#### Resolution No. 551-15-25

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

#### RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, ZAYANTE FIRE DISTRICT is the recipient of funds from the State of California, in the amount of \$96,672.29 for Cal-OES emergency response to the Gifford Incident CA-LPF-002181 in August 2025.

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 \$96,672.29 as follows:

<u>GL Key</u>	<u>Revenue Object</u>	<u>Acct Name</u>	<u>Amount</u>
689510	40810	ST-Natural Disaster Assistance	\$96,672.29

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

<u>GL Key</u>	Expenditure Object	<u>Acct Name</u>	<u>Amount</u>
689510	51000	Regular Pay-Perm	\$45,943.73
689510	52010	OASDI- Social Security	\$ 2965.09
689510	54010	Workers Compensation	\$ 2651.82
689510	53015	Unemployment Insurance	\$ 1515.32
689510	86110	<b>Building &amp; Improvements</b>	\$40,000.00
689510	62826	<b>Education &amp; Training</b>	\$ 3596.33

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 November 2025 by the following vote (requires four-fifths vote of approval):

AYES:	DIRECTORS		
NOES:	DIRECTORS		
ABSENT:	DIRECTORS		
X		X	
Be	oard Chairnerson	Secretary of the Board	

### BEFORE THE BOARD OF DIRECTORS OF THE ZAYANTE FIRE PROTECTION DISTRICT COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA Resolution No. 552-16-25

Duly se	motion of Director: conded by Director: lowing resolution is adopt	ed:	
	RESOLUTION ACC	EPTING UNANTICIPATED RE	EVENUE
Zayante Firefig	hters Association, in the a	DISTRICT is the recipient of mount of \$8,091 for the Outd gency preparedness project.	
		re either in excess of those ar year budget of the Zayante Fi	
	rsuant to Government Code oriation by four-fifths vote	e section 29130(b), such fund of the Board of Directors;	ls may be made available for
		D ORDERED that the Santa Cr t the amount of \$8,091 as fol	
<u>GL Key</u> 689510	Revenue Object 42372	Acct Name Contributions & Donations	<u>Amount</u> \$8,091.00
and that such	funds be and are hereby	appropriated as follows:	
<u>GL Key</u> 689510	Expenditure Object 86110	<u>Acct Name</u> Building & Improvements	<u>Amount</u> \$8,091.00
	te of California, this 20th d		Protection District, County of following vote (requires four-
AYES:	DIRECTORS		
NOES: ABSENT:	DIRECTORS		

Secretary of the Board

Board Chairperson

### BEFORE THE BOARD OF DIRECTORS OF THE ZAYANTE FIRE PROTECTION DISTRICT COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA Resolution No. 553-17-25

Duly se	motion of Director: conded by Director: lowing resolution is adop	oted:			
	RESOLUTION AC	CEPTING UN	ANTICIPATED RE	EVENUE	
California, Dep \$5,994.50 from	YANTE FIRE PROTECTIO partment of Forestry and n the Volunteer Fire Capa anal protective equipmen	Fire Protecti icity Grant Pr	on, Grant #7FG25	5135 in the am	ount of
	above-referenced funds forth in the current fisca				
	rsuant to Government Co oriation by four-fifths vot			ls may be mad	le available for
	ORE, BE IT RESOLVED A asurer-Tax Collector acco				ditor-
<u>GL Key</u> 689510	Revenue Object 42462	<u>Acct N</u> Other R			<u>Amount</u> \$5,994.50
and that such	funds be and are hereb	oy appropria	ted as follows:		
<u>GL Key</u> 689510	Expenditure Object 61110	Acct N Clothing & I	<u>ame</u> Personal Supplies	;	Amount \$5,994.50
	DOPTED by the Board of te of California, this 20th oproval):				
AYES: NOES: ABSENT:					

Secretary of the Board

Board Chairperson

# STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY OFFICE OF TRAFFIC SAFETY PROJECT NO. EM 26026

### SANTA CRUZ COUNTY COLLISION RESPONSE IMPROVEMENT PROJECT

### COORDINATING ADMINISTRATIVE AGENCY ZAYANTE FIRE PROTECTION DISTRICT

## THIS MEMO OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE ZAYANTE FIRE PROTECTION DISTRICT AND THE BEN LOMOND FIRE PROTECTION DISTRICT

### EXTRICATION EQUIPMENT DEPLOYMENT MEMORANDUM OF UNDERSTANDING

### 1. Housing, Maintenance, Repair, and Replacement.

The accepting Agency agrees to adequately house in an enclosed secure structure, maintain and repair the Extrication equipment at its sole cost and expense. Extrication equipment shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by the accepting Agency.

- Repairs to the extrication equipment shall be the full responsibility of the accepting Agency.
- Replacement of the extrication equipment, which is lost, stolen, damaged or destroyed, shall be the responsibility of the accepting Agency.

### 2. Inspection of Extrication Equipment.

The accepting Agency agrees that representatives of the Office of Traffic Safety or the Coordinating Administrative Agency may inspect the equipment for purposes of verifying compliance with this agreement.

### 3. Training.

Reasonable and continued training shall be conducted by the accepting Agency so that trained and competent personnel shall at all times be available to staff and operate the extrication equipment.

### 4. Reports and Records.

The accepting Agency shall maintain and submit to Zayante Fire District quarterly written records of:

- Training hours by personnel at the accepting Agency.
- Maintenance records.
- Operating expenses.
- Use of the extrication equipment during an emergency.
- Reporting fair market value every other year.
- Public Relations events where the Extrication equipment is displayed and/or demonstrated to the public by the accepting Agency.

The records are to be forwarded to the Grants Administrator at the coordinating agency via electronic media, hand delivered, or United States Postal Service.

### **Program Goals**

- Reduce traffic fatalities
- Reduce traffic injuries
- Decrease average extrication time

### **Documented Performance Measures**

- Train up to 30 firefighters in the use of the new equipment.
- Conduct traffic safety presentations. (annually)
- Display OTS funded equipment during Safety Fairs, festivals, community events. (annually)
- Report number of times grant funded equipment is used, provide a brief overview of incident and indicate if use saved a life.
- Document average extrication time, from time of arrival to transport seeking a 5 minute reduction in extrication time.

The records shall be received by the Grants Administrator by the following dates:

- January 10, 2026
- April 10, 2026
- July 10, 2026
- October 10, 2026 Final required report
- Annual equipment recertification shall be due by October 10 in the years 2027, 2028, 2029

Reconciliation of aforementioned information by the Grant Administrator and forwarding of same to the Office of Traffic Safety is a condition of the Grant Agreement by the Zayante Fire Protection District and the Office of Traffic Safety.

### 5. Extrication equipment inventory.

An attached document (Exhibit A) shall serve as the equipment inventory list for each respective Agency.

### 6. Mutual Aid Response

As a condition of the Grant Agreement between the Office of Traffic Safety and the Zayante Fire Protection District, the extrication equipment shall be made available upon request by accepting Agency in accordance with the mutual and automatic aid response agreements.

### 7. Changes to Memo of Understanding.

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein, and no alterations or variation of the terms hereof unless made in writing between the Accepting Agency and Coordinating Agency shall be binding.

### 8. Ownership

The Coordinating Agency, Zayante Fire Protection District shall retain ownership of the extrication equipment described in this Memo of Understanding, but hereby transfers possession to the accepting Agency, and accepting Agency hereby accepts possession from the Coordinating Agency, Zayante Fire Protection District as listed on the attached Exhibit "A".

### 9. Liability

The Coordinating Agency, Zayante Fire Protection District, assumes no liability hereunder for claims or losses accruing or resulting in connection with the performance, use, or demonstration of the Extrication Equipment listed on the attached Exhibit "A".

This memo of understanding entered into this December 17, 2025 by and between the Zayante Fire Protection District, and the Ben Lomond Fire Protection District.

Coordinating Agency Zayante Fire Protection District	Accepting Agency Ben Lomond Fire Protection District
	Han Brownlee

## EXHIBIT A EQUIPMENT INVENTORY

- One electric Spreader
- One electric Ram Set
- One electric Cutter

# STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY OFFICE OF TRAFFIC SAFETY PROJECT NO. EM 26026

## SANTA CRUZ COUNTY COLLISION RESPONSE IMPROVEMENT PROJECT

### COORDINATING ADMINISTRATIVE AGENCY ZAYANTE FIRE PROTECTION DISTRICT

## THIS MEMO OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE ZAYANTE FIRE PROTECTION DISTRICT AND THE FELTON FIRE PROTECTION DISTRICT

## EXTRICATION EQUIPMENT DEPLOYMENT MEMORANDUM OF UNDERSTANDING

### 1. Housing, Maintenance, Repair, and Replacement.

The accepting Agency agrees to adequately house in an enclosed secure structure, maintain and repair the Extrication equipment at its sole cost and expense. Extrication equipment shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by the accepting Agency.

- Repairs to the extrication equipment shall be the full responsibility of the accepting Agency.
- Replacement of the extrication equipment, which is lost, stolen, damaged or destroyed, shall be the responsibility of the accepting Agency.

### 2. Inspection of Extrication Equipment.

The accepting Agency agrees that representatives of the Office of Traffic Safety or the Coordinating Administrative Agency may inspect the equipment for purposes of verifying compliance with this agreement.

### 3. Training.

Reasonable and continued training shall be conducted by the accepting Agency so that trained and competent personnel shall at all times be available to staff and operate the extrication equipment.

### 4. Reports and Records.

The accepting Agency shall maintain and submit to Zayante Fire District quarterly written records of:

- Training hours by personnel at the accepting Agency.
- Maintenance records.
- Operating expenses.
- Use of the extrication equipment during an emergency.
- Reporting fair market value every other year.
- Public Relations events where the Extrication equipment is displayed and/or demonstrated to the public by the accepting Agency.

The records are to be forwarded to the Grants Administrator at the coordinating agency via electronic media, hand delivered, or United States Postal Service.

### **Program Goals**

- Reduce traffic fatalities
- Reduce traffic injuries
- Decrease average extrication time

### **Documented Performance Measures**

- Train up to 30 firefighters in the use of the new equipment.
- Conduct traffic safety presentations. (annually)
- Display OTS funded equipment during Safety Fairs, festivals, community events. (annually)
- Report number of times grant funded equipment is used, provide a brief overview of incident and indicate if use saved a life.
- Document average extrication time, from time of arrival to transport seeking a 5 minute reduction in extrication time.

The records shall be received by the Grants Administrator by the following dates:

- January 10, 2026
- April 10, 2026
- July 10, 2026
- October 10, 2026 Final required report
- Annual equipment recertification shall be due by October 10 in the years 2027, 2028, 2029

Reconciliation of aforementioned information by the Grant Administrator and forwarding of same to the Office of Traffic Safety is a condition of the Grant Agreement by the Zayante Fire Protection District and the Office of Traffic Safety.

### 5. <u>Extrication equipment inventory.</u>

An attached document (Exhibit A) shall serve as the equipment inventory list for each respective Agency.

### 6. Mutual Aid Response

As a condition of the Grant Agreement between the Office of Traffic Safety and the Zayante Fire Protection District, the extrication equipment shall be made available upon request by accepting Agency in accordance with the mutual and automatic aid response agreements.

### 7. Changes to Memo of Understanding.

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein, and no alterations or variation of the terms hereof unless made in writing between the Accepting Agency and Coordinating Agency shall be binding.

### 8. Ownership

The Coordinating Agency, Zayante Fire Protection District shall retain ownership of the extrication equipment described in this Memo of Understanding, but hereby transfers possession to the accepting Agency, and accepting Agency hereby accepts possession from the Coordinating Agency, Zayante Fire Protection District as listed on the attached Exhibit "A".

### 9. Liability

The Coordinating Agency, Zayante Fire Protection District, assumes no liability hereunder for claims or losses accruing or resulting in connection with the performance, use, or demonstration of the Extrication Equipment listed on the attached Exhibit "A".

This memo of understanding entered into this 11/12/2025 by and between the Zayante Fire Protection District, and the Felton Fire Protection District.

Coordinating Agency
Zayante Fire Protection District

**Accepting Agency** 

Felton Fire Protection District

alme Blim

## EXHIBIT A EQUIPMENT INVENTORY

- One electric Spreader
- One electric Ram Set
- One electric Cutter

## STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY OFFICE OF TRAFFIC SAFETY PROJECT NO. EM 26026

### SANTA CRUZ COUNTY COLLISION RESPONSE IMPROVEMENT PROJECT

### COORDINATING ADMINISTRATIVE AGENCY ZAYANTE FIRE PROTECTION DISTRICT

THIS MEMO OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE ZAYANTE FIRE PROTECTION DISTRICT AND THE BOULDER CREEK FIRE PROTECTION DISTRICT

### EXTRICATION EQUIPMENT DEPLOYMENT MEMORANDUM OF UNDERSTANDING

### 1. Housing, Maintenance, Repair, and Replacement.

The accepting Agency agrees to adequately house in an enclosed secure structure, maintain and repair the stabilization equipment at its sole cost and expense. Stabilization equipment shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by the accepting Agency.

- Repairs to the stabilization equipment shall be the full responsibility of the accepting Agency.
- Replacement of the stabilization equipment, which is lost, stolen, damaged or destroyed, shall be the responsibility of the accepting Agency.

#### 2. Inspection of Stabilization Equipment.

The accepting Agency agrees that representatives of the Office of Traffic Safety or the Coordinating Administrative Agency may inspect the equipment for purposes of verifying compliance with this agreement.

### 3. Training.

Reasonable and continued training shall be conducted by the accepting Agency so that trained and competent personnel shall at all times be available to staff and operate the stabilization equipment.

### 4. Reports and Records.

The accepting Agency shall maintain and submit to Zayante Fire District quarterly written records of:

- Training hours by personnel at the accepting Agency.
- · Maintenance records.
- · Operating expenses.
- Use of the stabilization equipment during an emergency.
- Reporting fair market value every other year.

 Public Relations events where the Stabilization equipment is displayed and/or demonstrated to the public by the accepting Agency.

The records are to be forwarded to the Grants Administrator at the coordinating agency via electronic media, hand delivered, or United States Postal Service.

### **Program Goals**

- · Reduce traffic fatalities
- Reduce traffic injuries
- Decrease average extrication time and utilization of stabilization equipment.

### **Documented Performance Measures**

- Train up to 30 firefighters in the use of the new equipment.
- Conduct traffic safety presentations. (annually)
- <u>Display OTS funded equipment during Safety Fairs, festivals,</u> <u>community events. (annually)</u>
- Report number of times grant funded equipment is used, provide a brief overview of incident and indicate if use saved a life.

The records shall be received by the Grants Administrator by the following dates:

- January 10, 2026
- April 10, 2026
- July 10, 2026
- · October 10, 2026 Final required report
- Annual equipment recertification shall be due by October 10 in the years 2027, 2028, 2029

Reconciliation of aforementioned information by the Grant Administrator and forwarding of same to the Office of Traffic Safety is a condition of the Grant Agreement by the Zayante Fire Protection District and the Office of Traffic Safety.

### 5. Extrication equipment inventory.

An attached document (Exhibit A) shall serve as the equipment inventory list for each respective Agency.

#### 6. Mutual Aid Response

As a condition of the Grant Agreement between the Office of Traffic Safety and the Zayante Fire Protection District, the stabilization equipment shall be made available upon request by accepting Agency in accordance with the mutual and automatic aid response agreements.

#### 7. Changes to Memo of Understanding.

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein, and no alterations or variation of the terms hereof unless made in writing between the Accepting Agency and Coordinating Agency shall be binding.

### 8. Ownership

The Coordinating Agency, Zayante Fire Protection District shall retain ownership of the stabilization equipment described in this Memo of Understanding, but hereby transfers possession to the accepting Agency, and accepting Agency hereby accepts possession from the Coordinating Agency, Zayante Fire Protection District as listed on the attached Exhibit "A"

### 9. Liability

The Coordinating Agency, Zayante Fire Protection District, assumes no liability hereunder for claims or losses accruing or resulting in connection with the performance, use, or demonstration of the Stabilization Equipment listed on the attached Exhibit "A".

This memo of understanding entered into this Insert date, 2025 by and between the Zayante Fire Protection District, and the Boulder Creek Fire Protection District.

Coordinating Agency

Zayante Fire Protection District District

Accepting Agency

**Boulder Creek Fire Protection** 

Malestan FIRE CHIEF

### **EXHIBIT A EQUIPMENT INVENTORY**

One Vehicle Stabilization Kit

### **UTILITIES USE AGREEMENT**

This Use Agreement ("Agreement") is entered into as of January 1, 2026 (the "Effective Date"), by and between Zayante Fire Protection District (the "District") and Lompico Community Center (the "LCC"). Collectively, the District and the LCC shall be referred to as the "Parties."

### **RECITALS**

WHEREAS, the District operates a remote fire station located at 10580 Lompico Rd, Felton CA (the "Premises") recognized as not an ideal location for an Outdoor Warning Siren due to topographic and residential influences;

WHEREAS, the District wishes to install and operate an Outdoor Warning Siren adjacent to the Premises within the LCC Community Park and seeks to use the LCC electrical service to power the Community Evacuation Siren;

WHEREAS, the LCC is willing to host and allow the District to connect to its electrical service under the terms and conditions set forth in this Agreement;

WHEREAS, the District is willing to allow the LCC to install outdoor lighting fixtures and controls with a separate circuit on the Siren pole at District expense. Maintenance and utility expense of said lighting fixtures remains the responsibility of the LCC.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

### **AGREEMENT**

### 1. **HEADINGS**

a. Headings herein are for the convenience of reference only and shall in no way affect the interpretation of the Agreement.

### 2. PURPOSE

a. The LCC grants permission to the District to install and maintain a power connection from the LCC's existing electrical service at the Park for the sole

purpose of operating the Districts' Outdoor Warning Siren near the Premises.

### 3. <u>TERM</u>

- a. The term of this Agreement shall commence on January 1, 2026, and shall continue until mutually discontinued (the "Term").
- b. This Agreement shall be reviewed annually in April by the District's Board of Directors, who may renew, revise, or terminate the Agreement with notice to the LCC.

### 4. PAYMENT

a. The LCC agrees to cover a monthly electric utility expense associated with Outdoor Siren use of no more than Fifty Dollars (\$50.00). If in the event usage exceeds \$50.00 and can be attributed to siren use and not outside lighting and ancillary uses; the District will contribute as appropriate to cover the expense associated to siren use. This shall be mutually agreed upon after review of the utility statement showing daily use metering.

### 5. INSTALLATION AND MAINTENANCE

a. All costs and responsibilities related to the installation, operation, and maintenance of the designated electrical connection and Siren shall be borne by the District. All work must comply with applicable codes and be coordinated with the District & LCC to avoid disruption of LCC operations and events.

### 6. LEGAL REVIEW COSTS

a. The District shall be responsible for the cost of the initial legal review of this Agreement, as well as any legal review required due to changes initiated by the District's Board in connection with the annual review process.

### 7. TERMINATION

- a. This Agreement may be terminated by either Party upon one hundred twenty (120) days' written notice. It shall also automatically terminate without penalty if the LCC loses its interest in the Community Park Premises.
- b. Upon termination, the District shall, at its sole expense, promptly disconnect and remove its electrical connection, siren, controllers and accessory equipment and restore the Premises to its prior condition unless negotiated with a successor agent.

### 8. LIABILITY AND INDEMNIFICATION

a. The District shall indemnify, defend, and hold harmless the LCC, its officers, agents, and employees from any and all claims, liabilities, damages, or

expenses, including attorney's fees, arising from or connected to the Disticts' installation, maintenance, and operation of the Community Outdoor Warning Siren.

### 9. INSURANCE

a. The District shall maintain general liability insurance in an amount not less than \$1,000,000 per occurrence and shall provide proof of insurance upon execution of this Agreement and upon annual renewal.

### **10. ENTIRE AGREEMENT**

a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions or understandings. Any amendment or modification must be in writing and signed by both Parties.

### 11. GOVERNING LAW

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action shall lie in the County of Santa Cruz, California.

### 12. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- a. **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.
- b. **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- c. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- d. **Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for the purpose of giving notice are as follows:

To DISTRICT: Zayante Fire Protection District

Attn: Jeff Maxwell, Fire Chief

7700 E. Zayante Road Felton, CA 95018

To LCC: Lompico Community Center

Attn: Justin Herting 10734 Lompico Rd. Felton, CA. 95018

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

### 13. SIGNATURES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

ZAYANTE FIRE PROTECTION DISTRICT	LOMPICO COMMUNITY CENTER
Jeff Maxwell, Fire Chief Fire Chief	Justin Herting LCC President
Date:	Date: