



Board of Directors
Organization and Personnel Committee Meeting
Director Adam Cosner and Director Daron Pisciotta

Agenda
Wednesday, December 4, 2024, 3:30 P.M.

Scotts Valley Fire Protection District
7 Erba Lane, Scotts Valley CA 95066

Agendas and Board Packets are available on the Scotts Valley Fire Protection District (SVFPD) website at www.scottsvalleyfire.com.

Any person who requires a disability-related modification or accommodation in order to participate in a public meeting should make such a request to Mark Correia, Board Secretary, for immediate consideration.

1. Opening Business

- 1.1 Call to Order
- 1.2 Roll Call

2. Public Comment (GC §54954.3)

This portion of the meeting is reserved for persons wishing to address the Board on any matter that is within the subject matter of the jurisdiction, and either on the agenda or not on the agenda. To ensure fair and equal treatment of all who appear before the Board, and to expedite Agency business, speakers will be limited to three minutes. The three-minute per speaker time limitation may be extended for good cause by the Board President, or by majority vote of the Board Members. Anyone wishing to be placed on the Agenda for a specific topic should contact the Fire Chief's Office and submit correspondence at least 10 days before the desired date of appearance. Any matter that requires Board action will be referred to staff for a report and action at a subsequent Board meeting.

3. Discussion Items

- 3.1 Shared Fire Marshal Services (Central Fire)
- 3.2 New Policy 809 Recognition and Awards Policy
- 3.3 New Policy 1205 Ergonomics Safety Plan
- 3.4 Revised Policy 1500 Hiring Practices
- 3.5 ETO Fund Side Letter
- 3.6 Strategic Planning Consultant
- 3.7 Reorganization Feasibility Study Invitation (Central Fire, Santa Cruz City Fire, LAFCO)
- 3.8 Marywood Property Lease
- 3.9 Administrative Office hours over the Holidays

4. Adjournment



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TO: Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-31: Temporary Shared Fire Marshal Services

Recommended Action:

Move to direct Staff to develop an agreement with the Central Fire District of Santa Cruz County for temporary shared fire marshal services.

Background:

The Central Fire District of Santa Cruz County's (Central Fire) Fire Marshal has announced plans to retire in January of 2025. Central Fire intends to perform an open recruitment for this position; however, this process will not be completed before the current Fire Marshal's retirement. As a result, Central Fire has inquired whether the Scotts Valley Fire Protection District (SVFPD) would consider establishing a shared service agreement to allow the SVFPD's Deputy Fire Marshal to serve both agencies during this interim period.

The Fire Chiefs from both agencies have met to discuss Central Fire's needs and the feasibility of sharing this position. It was agreed that, under the right conditions and as a bridge until Central Fire's new Fire Marshal is hired, a shared service arrangement could serve as a temporary solution. Although more attention related to the finer details of this proposal is necessary, the likely architecture that would be realized is SVFPD's Deputy Fire Marshal would lead Central Fire's Community Risk Reduction Division, and this division would serve both communities.

The Fire Chief has discussed this proposal with Deputy Fire Marshal Collins to gauge her interest in serving in this role. Although many of the details have not been confirmed, Deputy Fire Marshal Collins expressed willingness to take on this responsibility if it benefits both Fire Districts.

As communicated previously with the Board, the Fire Chief has established a professional development plan with Deputy Fire Marshal Collins which includes the eventual reclassification of her position to Fire Marshal. She has completed all necessary training requirements, and serving in the capacity as Interim Fire Marshal for both agencies would be an exceptional opportunity for her professional development.

As noted earlier in this memorandum, more discussion and detail are needed if there is an interest in pursuing this opportunity. Should the Board of Directors express interest, Staff would work with Central Fire to work through the details to develop the necessary agreement and bring it back for Board review and approval.

Committee Recommendation:



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TO: Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-32: Recognition and Awards Policy

Recommended Action:

Staff recommends moving Policy 809 – Awards and Recognition to the Board’s Consent Agenda for approval.

Background:


The Scotts Valley Fire Protection District (SVFPD) recognizes its staff in many different ways including letters of commendation and/or appreciation. Additionally, the District annually honors an outstanding team member with the Fire District Employee of the Year award.

However, beyond these current areas of recognition, the District currently lacks a formalized standard or consistent approach to recognizing both staff and community members for their contributions.

To address this gap, Policy 809 was developed to establish a comprehensive framework for recognizing achievements and contributions in line with common practices in fire service and public safety. This policy outlines a standardized process for various forms of commendation and appreciation, including recognition of community members. The policy draws on best practices from commendation policies implemented by other fire agencies.

The proposed Policy 809 has undergone review by the Executive Leadership Team and representatives of Local 3577, International Association of Firefighters. Feedback from both groups has been incorporated to ensure alignment with organizational goals and labor considerations.

Committee Recommendation:

Scotts Valley Fire Protection District	
POLICY: 809	SUBJECT: Recognition and Awards
DATE APPROVED:	
BOARD PRESIDENT: _____	FIRE CHIEF: _____

Purpose:

To provide guidance to the Scotts Valley Fire Protection District (SVFPD) employees on the process for reporting, collecting, and evaluating the nominations for selected commendations and awards for District personnel and community members.

Policy:

It is the policy of the SVFPD to appropriately recognize District personnel for their actions on or off duty, as well as members of the community who perform acts of distinct heroism or provide outstanding service to the District or the public safety of the community.

Nomination Process:

Any employee of the District may nominate or recommend a person for an award or recognition. The recommendation must include a statement which outlines the person's eligibility/actions related to the award, including time, location of the incident or event, and relevant incident report where applicable. The nomination should be forwarded in writing to the Fire Chief or Administrative Services Manager. Upon request, the Fire Chief or Administrative Services Manager will acknowledge receipt of the recommendation .

The Fire Chief may designate an *Awards and Recognition Working Group* to evaluate the nomination(s) for recognition. The Awards and Recognition Working Group will review and recommend recognitions that meet the standards outlined in the *Description of Awards* to the Fire Chief.

Presentation of Awards:

Awards will be presented annually by the Fire Chief or District representative. Exceptions include the following awards, which may be presented throughout the year: Certificates of Commendation; Unit Citation/Commendations; Individual Citation/Commendations; Service Awards; and Citizen Lifesaving Awards.

Description of Awards:

Medal of Valor: Awarded for a conspicuous act of valor and heroism by a SVFPD member under hazardous conditions in which the person is placed in a life-threatening position to save the life of another.

Medal of Honor: Awarded to a SVFPD employee who has performed outstanding service to the department or to the public safety of the community with regard to fire and emergency service in the District.

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POLICY: 809	SUBJECT: Recognition and Awards

Individual Citation: Awarded to a Fire Department member who has performed in an outstanding manner worthy of recognition.

Unit Citation: Awarded to any two or more Fire District members who make up a company, division, group, team or employee work group which has performed in an outstanding manner worthy of recognition.

Distinguished Service

Award: Awarded to a SVFPD member or unit based on the performance of duties which have been carried out in an outstanding manner such as to merit recognition.

Life Saving Award: Awarded to an individual who is directly responsible for saving a human life. The award is presented to employees, mutual aid partners, affiliate agencies, or members of the community who are instrumental in saving a life through various actions above and beyond normal duties.

Community Service

Award: Awarded to a member of the Fire District who has given considerable time and/or effort toward the betterment of the community, not necessarily in a job-related manner.

Fire District Employee

of the Year Award: Awarded to any District Employee who performs their duties in an exemplary manner that far exceeds the expectations of their community and peers. The Fire District employee of the Year is nominated by their peers. The Fire Chief or designee presents the commendation annually. The person receiving this distinguished award will also be recognized at the annual Blue and Gold Recognition Event.

Fire Chief's

Award: Awarded to any District Employee whose performance or actions have had an impact on the services provided by the Fire District, or to the community we serve. This award is given at the discretion of the Fire Chief.

Service Awards: Awarded to reflect the member's year of continuous service to the department. This award is given in five-year increments beginning with the completion of the member's 5th year of service. This award shall consist of a pin signifying the years of service. The Fire Chief or designee presents the commendation.

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Letters of Commendation

(Individual, Unit, or Civilian):











Awarded to those who go above and beyond their normal duties while performing a public service on behalf of the Fire Service. This commendation can be awarded to any citizen, public servant, or department member for recognition of outstanding achievement. This award shall include a letter of recognition in the member's personnel file. The Fire Chief or designee presents the commendation.

Awards and Recognition

Official recognition awarded by the District or specialty designations may be worn on Class A and B uniforms as identified in the Chart found in Appendix A of this document. All other insignias or awards received in the line of duty but not issued by the SVFPD are subject to the approval of the Fire Chief before being displayed on a District uniform.

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POLICY: 809	SUBJECT: Recognition and Awards

Appendix A. Awards Ribbon/Medal Chart

AWARD	DESCTIPTION *	IMAGE
<u>Medal of Valor</u>	Medal: A417 Bar: J204-MV “Valor” white/red/white	
<u>Medal of Honor</u>	Medal: A4118 Bar: J202-MH “Honor” White/blue/white	
<u>Individual Citation</u>	Bar: A10849 W/R/Red Diamond/R/W	
<u>Unit Citation</u>	Bar: A11416 R/White & Flame/R	
<u>Distinguished Service Award:</u>	Bar: A2366 R/W/B/W/R	
<u>Life Saving Award</u>	Bar: A1178 “Life Saving” Red/Blue	
<u>Community Service Award</u>	Bar: A11166 Red/W/R/W/R/White/R/W/R/W/Red	
<u>Fire District Employee of the Year Award</u>	Bar: A7142 Red / White / Red	
<u>Fire Chief’s Award</u>	Bar: A1789 W/B/R/B/W	
<u>Years of Service Awards</u>	Bar: J204-Y5 Red J204-Y10 Red	

* Represents Eagle Engraving Inc. item number and description (other vendors may be used).



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TO: Hon. Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-37: New Policy 1205 Ergonomics Safety Plan

Recommended Action:

Move to the December 11, 2024, Board Meeting for consideration by the Board with a recommendation for approval.

Background:


The Fire District is evaluating Workers Compensation Insurance providers to be considered during the next fiscal year. As part of this evaluation, the insurance provider for the Joint Powers Agreement (JPA) of which the Fire District is a member recently reviewed our safety policies and recommended the adoption of an Ergonomics Safety Plan. In response to this recommendation, staff is proposing the adoption of (new) Policy 1205 *Ergonomics Safety Plan*.

California was the first state in the nation to have a legally enforceable repetitive motion injury (RMI) standard. Adopted in 1997, the requirements can be found in Title 8, Section 5110 of the California Code of Regulations (CCR). The Standard requires an employer to establish an Ergonomics Safety Plan if more than one (1) employee sustains a repetitive motion injury (RMI) within one calendar year. While RMIs are common in across various industries, they are particularly relevant in the Fire District's administration operations. Although it is unclear if the Fire District has ever met the threshold to require such a plan, the adoption of an Ergonomics Safety Plan is considered a best practice.

The Ergonomics Safety Plan was developed from other California municipal agencies, and contains multiple elements including but not limited to scope, responsibility, and worksite evaluation. The plan also mandates awareness training for employees at the time of hire and periodic refresher training to maintain compliance and awareness.

Staff has met with representatives of Local 3577, International Association of Firefighters and their recommended changes have been added to the proposed version. Staff is recommending approval of Policy 1205 *Ergonomics Safety Plan*.

Committee Recommendation:

Scotts Valley Fire Protection SVFPD	
POLICY: 1205	SUBJECT: Ergonomic Safety Plan
DATE APPROVED: 12/11/2024	
BOARD PRESIDENT: _____	FIRE CHIEF: _____

The Scotts Valley Fire Protection District (SVFPD) is committed to providing a safe and healthy workplace for all staff by identifying and mitigating ergonomic risks. This policy outlines the responsibilities, processes, and control measures for managing ergonomic safety in the workplace.

The ergonomic safety plan includes the following elements:

Scope	Reporting and Recordkeeping
Responsibility	Hazard Control Measures
Definitions	Medical Management – Return to Work
Worksite Evaluations	Training
Job Hazard Analysis	

Scope

This policy applies to all SVFPD personnel.

Responsibility

The SVFPD’s Safety Officer is responsible for the implementation and maintenance of the ergonomic safety plan.

The SVFPD may enlist the services of an ergonomic specialist as needed to perform worksite evaluations and recommend effective control measures.

Managers and Supervisors will provide adequate resources and encourage the identification and control of ergonomic risk factors.

All employees are responsible for identifying ergonomic risks in their work areas, providing input during evaluations, and following recommended control measures.

Definitions

Ergometry – the science of measuring the physical work being done by the body, usually during exertion.

Ergonomics - design and arrangement of the things that people use so that people and things interact safely and efficiently.

Muscular Skeletal Disorder (MSD) - is a soft-tissue injury caused by sudden or sustained exposure to repetitive motion, force, vibration, and awkward positions.



Cumulative Trauma Disorder (CTD) - is an injury to part of the musculoskeletal or nervous system caused by repetitive use, vibrations, compression or long periods in a fixed position.

Repetitive Stress Injury (RSI) – is a term used to describe damage and pain caused by repetitive movement or overuse impacting muscles, nerves, ligaments, and tendons.

Repetitive Motion Disorder (RMD) – is a muscular condition resulting from repetitive motions performed in the course of normal work or daily activities and include carpal tunnel syndrome, bursitis, tendonitis, ganglion cyst and trigger finger.

Worksite Evaluation

Any employee may request an ergonomic evaluation of their work area(s) or work processes. The SVFPD’s Safety Officer will perform the evaluation and provide a written report that includes recommendations to reduce and/or eliminate ergonomic risk factors. The employee will provide input directly to the Safety Officer and be present for the evaluation.

The employee and supervisor will review the report and determine the recommendations to implement.

The employee is responsible for using equipment correctly and performing tasks as outlined in the evaluation.

Job Hazard Analysis

A job hazard analysis (JHA) may be performed to identify high-risk jobs. To assist in this process, the Job Hazard Analysis form found in attachment A may be used. The JHA consists of four steps:

1. Break the job down into its various steps,
2. Identify risk factors associated with each step,
3. Recommend hazard control measures to reduce/eliminate the risk factors, and
4. Follow up on any changes made.

High-risk jobs/tasks are evaluated for the following risk factors:

Awkward postures

- Neck: Looking upward, backward, and sideways
- Shoulders/Arms: Overreaching - forward, backward, over shoulders, and across the body
- Elbow/Forearms: Rotating forearm palm up and palm down, and raising elbows
- Wrists/Hands: Bending hand forward, backward, spreading fingers, and using power grip
- Upper and Lower Back: Bending forward and backward at the hips, bending sideways and twisting
- Legs/Knees: Standing on one leg, kneeling, and squatting
- Repetitive motion: number of movements per – wrenches, screwdrivers, pike pole/trash hook



- Forceful exertion: Lifting patients, using wrenches, screwdrivers, and firefighting tools
- Contact stress: Compression of any part of the body that decreases blood flow and compresses tendons, muscles, and ligaments such as kneeling on floor, resting on edge of vehicle when working under the hood, compressing and extending hands when using a computer
- Vibration: Using power tools or driving vehicles
- Other factors: Such as exposure to lighting and temperature

Employees familiar with the job should be interviewed and participate in analysis of the tasks. This approach results in practical recommendations with a high level of acceptance by employees performing the work.

Hazard Engineering Control Measures

Engineering controls are the preferred methods for controlling ergonomic hazards. Engineering controls encompass the redesigning of the workplace and the elimination of the risk factors or hazards. Examples of engineering controls include:

- Restructure tasks to eliminate/reduce risk (reduce required movement, travel distance, or weight).
- Provide adequate space for required task motions.
- Select adjustable equipment and train employees to use it properly.
- Purchase equipment/tools to eliminate or reduce the exposure such as properly designed tools, carts, tables, adjustable keyboard trays, chairs, footstools and anti-fatigue mats.

Administrative controls are workplace procedures and practices that minimize the exposure of workers to risk conditions. Administrative controls are considered less effective than engineering controls in that they do not usually eliminate the hazard. Examples of administrative controls include:

- Provide adequate alternative work breaks to relieve fatigued muscle-tendon groups.
- Increase the number of employees assigned to a particular task.
- Establish job/task rotation to minimize the exposure.
- Implement a preventative maintenance schedule to ensure equipment is in proper working order.
- Implement a housekeeping schedule to minimize ergonomic and safety hazards.
- Provide training for employees in proper work techniques; body mechanics, lifting, proper use of lifting equipment, proper workstation set-up, maintenance, and use of equipment, etc.
- Monitor work practices and reinforce safe work practices and procedures.



Personal protective equipment (PPE) requires an employee to use equipment to prevent exposure to the ergonomic risk factor/hazard and is considered the least effective control measure. Refer to SVFPD’s Standard Operation Procedures on Protective Clothing Requirements. Examples of PPE include:

- Utility and firefighting gloves
- Gloves that protect the hands from cuts
- Clothes/gloves that protect against the cold and heat
- Firefighting or other comfortable footwear that provide protection against hazards

Medical Management and Early Return-to-Work

In the event of a work-related injury or illness, employees should refer to SVFPD’s Standard Operating Procedures on Reporting Work Related Injuries for the appropriate procedures regarding medical care and treatment. Refer to SVFPD’s Standard Operating Procedures on Fitness for Duty and Return to Work for return-to-work protocols.

Training

Ergonomic awareness training will be provided during onboarding and periodically thereafter. Refresher training will be provided when ergonomic issues are identified. Safe Practice Guidelines for office and field ergonomics are available for review.

General awareness training will cover the following topics:


- Ergonomics Safety Plan
- Risk factors associated with MSDs
- Symptoms and consequences of injuries caused by MSDs
- Importance of early reporting symptoms of MSDs to supervisor
- Awareness of safe work methods and techniques such as stretch breaks, proper use of assistive devices to minimize risk factors

Reporting, Recordkeeping and Access

Employees will report work related symptoms associated with MSDs verbally or by email to their supervisor or manager.

Supervisors and Managers will notify the SVFPD Safety Officer when a request for an evaluation, modification, or accommodation is made and will ensure appropriate action is taken.

The SVFPD will maintain accurate records related to the Ergonomics Safety Plan in compliance with the Policy 1403 Injury and Illness Prevention and the SVFPD’s Records Retention Schedule.

Scotts Valley Fire Protection SVFPD	
POLICY: 1205	SUBJECT: Ergonomics Safety Plan

Attachment A:

Job Hazard Analysis Form

Job Title Being Evaluated:

Date:	Work Task:	Completed By:
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Activity or Description	Notable Hazards	Corrective Action

Signature

Date



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TO: Hon. Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-36: Revised Policy 1500: Hiring Practices

Recommended Action:

Move to the December 11, 2024, Board Meeting for consideration by the Board with a recommendation for approval.

Background:

In an effort to create a more competitive hiring environment for the Fire District, staff is recommending revising the District's hiring practices for firefighting positions. Policy 1500 *Hiring Practices* was last revised on November 8, 2023, to ensure compliance with current State and Federal Laws and Regulations. The proposed revisions to this policy focus on changes to the Entry Level Firefighter position, and the addition of new classifications for Lateral Firefighter/EMT and Paramedic. The following describes the proposed changes to Policy 1500:

Entry-Level Firefighter/EMT

Staff is proposing removing the requirements for firefighter and EMT training and instead listing them as "desirable" qualifications. This change would allow the district to advertise to fill vacancies and hire candidates nearing completion of a EMT or Fire Training Program, or hire remarkable candidates without prior training and send them to either a fire and/or EMT training program. This approach is common in fire service hiring, can increase the pool of the candidates, and helps address barriers that may impact diversity in our hiring pools.

Lateral Firefighter/EMT and Lateral Firefighter/Paramedic

This new classification is modeled after similar practices at other fire departments and aims to attract experienced firefighters. The requirements for lateral firefighter match all requirements of an entry-level firefighter/EMT or Paramedic, but will also require the candidate to have training as a firefighter and EMT or Paramedic, and at least two years of experience as a career firefighter/EMT or firefighter/Paramedic. Because this classification could hire an experienced firefighter, a longer trial period may not be necessary, staff is recommending a one (1) year probationary period.

Staff believes making these changes will create more flexibility in our hiring practices, as well as attract a broader pool of candidates, and appeal to potential applicants from other parts of the State who may want to work in the northern Central Coast region of California.




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Staff has met with representatives of Local 3577, International Association of Firefighters and their suggested changes have been incorporated into the proposed version.

Committee Recommendation:

Scotts Valley Fire Protection SVFD	
POLICY: 1500 DATE APPROVED: 12/8/11/20243 BOARD CHAIR: _____	SUBJECT: Hiring Practices and Requirements FIRE CHIEF: _____

Policy 1500: Hiring Practices


This Policy provides the framework and requirements for the Scotts Valley Fire SVFD’s (SVFD) hiring practices.

When no current eligibility list exists for vacant or known vacant positions, the Fire Chief may establish eligibility hiring list(s) to be used to fill these positions. All applications received will be processed in accordance with the SVFD’s hiring policies and practices. Any candidate disqualified from the hiring process shall be sent written notice of rejection from the process and reason why. Said notice shall be mailed to the email or physical address provided at the time of application.

The Scotts Valley Board of Director shall approve all hiring lists before conditional offers of employment are provided to any future employee or volunteer.

General Requirements (All Positions)

1. The SVFD is an equal opportunity employer and in compliance with equal opportunity hiring requirements. There shall be no discrimination in employment against any person on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit-based factors.
2. Applicants must have the legal right to work in the United States. Residence in California, or in Santa Cruz County, at the time of application is not required.
3. Applications shall be received from qualified applicants who are eighteen (18) years old or greater. Applicants must hold a valid California driver’s license at the time of appointment.
4. Applicants shall have a high school diploma or G.E.D. certificate.

Scotts Valley Fire Protection SVFD	
POLICY: 1500	SUBJECT: Hiring Practices and Requirements

5. All newly hired employees of the SVFD will be on Probationary Status for a period of not less than one year from the date of hire, unless otherwise stated in policy, procedure, or memorandum of understanding of the SVFD.
6. The SVFD shall in all cases attempt to supply its need for officers and supervisors from its existing personnel. If, for some reason it is not able to do so, an open examination may be given to fill such positions or vacancies upon approval of the Board.

Specific Requirements:

ADMINISTRATION

Administrative Accounting Specialist

1. Meet all SVFD General Hiring Requirements
2. Possess and maintain a valid Class C California Driver’s License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD’s insurance provider
3. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
4. Ability to perform the essential functions of the position.
5. Any combination of training and experience which would provide the required knowledge and abilities for the position. A typical way to obtain the required knowledge and abilities would be one (1) years of experience in a related full-time administrative position. Related education may be substituted for experience or experience may be substituted for education.

Desirable Qualification:


- Collegiate education in finance, accounting, business or public administration, or closely related field. A Bachelor’s Degree is preferred.
- Training and or certification in state or nationally recognized municipal programs related to the position.

Probationary trial period:

- One (1) Year from appointment date

Administrative Services Manager

1. Meet all SVFD General Hiring Requirements
2. Possess and maintain a valid Class C California Driver’s License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD’s insurance provider

Scotts Valley Fire Protection SVFD	
POLICY: 1500	SUBJECT: Hiring Practices and Requirements

3. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
4. Ability to perform the essential functions of the position.
5. Any combination of training and experience which would provide the required knowledge and abilities for the position. A typical way to obtain the required knowledge and abilities would be five (5) years of experience in a related full-time administrative position with increasing responsibilities. Related education may be substituted for experience or experience may be substituted for education.

Desirable Qualification:

- Previous supervisory or management experience in a similar sized organization and similar field of work.
- Collegiate education in finance, accounting, business or public administration, or closely related field. A Bachelor's Degree is preferred.
- Training and or certification in state or nationally recognized municipal programs related to the position.

Probationary trial period:


- One (1) Year from appointment date

Fire Marshal / Deputy Fire Marshal

1. Meet all SVFD General Hiring Requirements.
2. Complete Live Scan Fingerprinting.
3. Possess and maintain a valid Class C California Driver's License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD's insurance provider.
4. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
5. Ability to perform the essential functions of the position.
6. Minimum of five (5) years of experience in a career full time position in fire prevention and/or suppression, or related activities.
7. Complete California State Fire Training and Education Fire Investigator (2017) coursework (Fire Investigation 2A and 2B) or equivalent*.
8. Completion of P.C. 832.

Desired Qualifications:

- Collegiate education at the Associated Degree or greater in Fire Science or related field.
- Prior experience preparing, reviewing, assisting, or completing fire code adoption .

Scotts Valley Fire Protection SVFD	
POLICY: 1500	SUBJECT: Hiring Practices and Requirements

Probationary trial period: One (1) Year from appointment date

EMERGENCY RESPONSE PERSONNEL

Response Volunteer and or Paid Call Firefighter (PCF)

Requirements:

1. Meet all SVFD General Hiring Requirements.
2. Reside within Santa Cruz County or a county with a contiguous border of Santa Cruz County.
3. Possess and maintain a valid Class C California Driver’s License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD’s insurance provider.
4. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
5. Ability to perform the essential functions of the position and possess a valid and not greater than six (6) month old candidate physical ability test (CPAT) card (not greater).
6. Successfully pass a comprehensive background check as provided by the SVFD.


Probationary trial period:

- Response Volunteer – from appointment date to 1-year from fire academy graduation date.
- PCF – One year from appointment date.

Entry Level Firefighter/EMT and Entry Level Firefighter/Paramedic Hiring

Requirements:

1. Meet all SVFD General Hiring Requirements.
2. Possess and maintain a valid Class C California Driver’s License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD’s insurance provider.
3. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
4. Ability to perform the essential functions of the position and possess a valid candidate physical ability test (CPAT) card not greater than 6-months old at time of hire.
5. Successfully pass a comprehensive background check as provided by the SVFD.
6. Desirable qualifications:
 - a. Firefighter/EMT: Graduate of an accredited fire training academy, or equivalent* training academy/program; be a licensed EMT in California or the

<p>Scotts Valley Fire Protection SVFD</p>	
<p>POLICY: 1500</p>	<p>SUBJECT: Hiring Practices and Requirements</p>

[ability to be licensed as an EMT in CA at the time of hire, and a non-expired CPR certification. Experience as a firefighter is not required.](#)


- b. [Firefighter/Paramedic: Graduate of an accredited fire training academy, or equivalent* training academy/program. Graduate of an accredited paramedic training program with the ability to be licensed as a paramedic in California at the time of hire, and a non-expired CPR, ACLS, PALS, and basic level trauma training \(e.g. PHTLS, BTLS\) or equivalent*. Experience as a firefighter is not required.](#)

~~Entry Level~~ Entry Level Firefighter/EMT and ~~Entry Level~~ Entry Level Firefighter/Paramedic Hiring Requirements:

- ~~1.~~7. Meet all SVFD General Hiring Requirements.
- ~~2.~~8. Possess and maintain a valid Class C California Driver’s License, and be insurable to operate a SVFD-owned vehicle as defined and determined by the SVFD’s insurance provider.
- ~~3.~~9. Pass a medical evaluation as outlined under the guidelines of the Santa Cruz County Fire Agencies Insurance Group.
- ~~4.~~10. Ability to perform the essential functions of the position and possess a valid candidate physical ability test (CPAT) card not greater than 6-months old at time of hire.
- ~~5.~~11. Successfully pass a comprehensive background check as provided by the SVFD.
- ~~6.~~12. Meet the following minimum qualifications:
 - a. Firefighter/EMT: Graduate of an accredited fire training academy, or equivalent* training academy/program, [not less than two \(2\) years experience as a career firefighter/EMT](#), ability to be licensed as an EMT in California, and a non-expired CPR certification.
 - b. [Firefighter/Paramedic: Graduate of an accredited fire training academy, or equivalent* training academy/program, not less than two \(2\) years experience as a career firefighter/EMT](#), ~~G~~graduate of an accredited paramedic training program with the ability to be licensed as a paramedic in California, and a non-expired CPR, ACLS, PALS, and basic level trauma training (e.g. PHTLS, BTLS) or equivalent*.

Desirable Qualifications:

- Collegiate education or course of study related to the position
- Emergency response experience in the SVFD
- Emergency medical, fire or rescue related training
- California licensed EMT or Paramedic

Scotts Valley Fire Protection SVFD	
POLICY: 1500	SUBJECT: Hiring Practices and Requirements

Probationary trial period:

- [Entry-Level:](#) Two (2) years (24 months)
- [Lateral: one \(year\) \(12 months\)](#)

** The Fire Chief or Designee shall determine, at their discretion, qualifying equivalencies.*



SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-33: Side Letter for Education Time Off (ETO)

Recommended Action:

Move to place the proposed Side Letter on the December Board Meeting Consent Agenda with a recommendation for approval.

Background:

Local 3577 International Association of Firefighters (Union) and the Scotts Valley Fire Protection District (SVFPD) are parties to a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025. Within this MOU, Section VIII- *EDUCATION* outlines how the District administers ETO and reimburses costs related to approved work-related training.

Section 8.02 states *eligible employees to receive up to \$1,000 in education expense reimbursement each year regardless of rank*. In August, the Board approved the 2024/2025 Final Budget. Within this budget, the Board approved additional training funds that could be utilized if an employee exceeds the \$1,000 maximum threshold outlined in Section 8.02.

However, because Section 8.02 defines a maximum threshold, exceeding this amount would ultimately violate the Agreement and could give the appearance that the District is gifting public funds to the employees. To address this, Staff and the Union collaborated to develop the proposed Side Letter.

The proposed Side Letter adds the following sentence to Section 8.02:

The Fire Chief, or designee, may authorize additional funds in addition to the \$1,000 at their discretion and based on fiscal impacts, operational need, and benefit to the District.

This proposed language has been reviewed and approved by Union Representatives. In addition, this language aligns with similar discretionary language found in other articles within the MOU. Staff is recommending approval of this Side Letter.

Committee Recommendation:

SIDE LETTER OF AGREEMENT

Between

SCOTTS VALLEY FIRE PROTECTION DISTRICT

And

LOCAL 3577, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Side Letter of Agreement (Agreement) is entered into by the Scotts Valley Fire Protection District (“District”) and the Scotts Valley Firefighters I.A.F.F. Local 3577(“Union”) (collectively referred to as “Parties”) with respect to the following:

WHEREAS, the District and Union Employees are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025; and

WHEREAS, Section VIII. of the MOU provides the agreement for the Deputy Fire Marshal Education Incentive Pay, and how the District will allocate, administer, and reimburse Union Represented Employees for the costs of work-related-training and education; and

WHEREAS, Section 8.02 provides *eligible employees to receive up to \$1,000 in education expense reimbursement each year regardless of rank*; and

WHEREAS, the District approved additional training and education funds in the FY 2024/25 allowing employees to apply for the use of these funds after they have exhausted their \$1,000 maximum benefit; and

Whereas, Section 8.02 sets the maximum reimbursement amount at \$1,000, and approving the use of the additional funds would exceed the \$1,000 maximum benefit, violating this section.

THEREFORE, to remedy this situation, it is understood that Article VIII, Section 8.02 shall include the additional (underlined) language within the MOU that has been agreed to between the parties:

Article VIII. EDUCATION

Section 8.02 Continuing Education Reimbursement

Each employee will be eligible to receive up to \$1,000 in education expense reimbursement each fiscal year, regardless of rank. The Fire Chief, or designee, may authorize additional funds in addition to the \$1,000 at their discretion and based on fiscal impacts, operational need, and benefit to the District.

The **District** will reimburse employees for continuing education related expenses that are associated with job related training, subject to the approval of the Fire Chief. The employee must attend and/or complete the educational program associated with the training to be entitled to education expense reimbursement.

DONE THIS _____ DAY OF _____, 2024

LOCAL 3577, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

SCOTTS VALLEY FIRE PROTECTION DISTRICT

Garrett Grigg, President

_____, Board President



SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, CA 95066-4199 • scottsvalleyfire.com • 831-438-0211

TO: Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-34: Reorganization Feasibility Study

Recommended Action:

Move to the December Board Meeting for discussion

Background:

In mid-November, Chief Correira of the Scotts Valley Fire Protection District (SVFPD) was contacted by City of Santa Cruz Deputy City Manager Lisa Murphy expressing interest in including the SVFPD in their fire consolidation study. Santa Cruz City Fire Chief Rob Oatey, Central Fire District of Santa Cruz County Fire Chief Jason Nee, and Santa Cruz County Local Agency Formation Commission (LAFCO) Executive Director Joe Serrano also contacted the District inquiring if the SVFPD would be interested in participating in the study.

Earlier this year, following conversations with neighboring fire chiefs, the City of Santa Cruz approached Central Fire District to gauge their interest in exploring consolidating their agencies. Both agencies agreed to examine consolidation but postponed the study until the City of Santa Cruz completed a standards of coverage and deployment study. That study has now been completed, and the group is moving forward with a consolidation feasibility study.

A consolidation working group has been formed, consisting of the Santa Cruz Deputy City Manager, the Fire Chiefs, and the Union Leadership from both agencies. LAFCO Executive Director Joe Serrano is assisting in facilitating the meetings and will continue to work with all agencies on the study. The group is planning to hold their next working group meeting in January to begin developing a request for proposals (RFP) to solicit bids from consultants for this study.

If the Board is supportive of pursuing this opportunity, SVFPD staff would participate with the working group in the development of the RFP, assist in evaluating the firms who submitted proposals, and bring the most responsive bidder back to the Board for consideration.

A consolidation feasibility study would take multiple months to complete, and the deliverables would include a multipage (100+) report evaluating all three agencies. The report would evaluate, analyze, and report on the strengths, weaknesses, opportunities and threats of all participating agencies. It would also provide prospective analysis on the benefits and challenges with consolidating all agencies into one, or one agency consolidating with another. The report would provide assessment of current operations, demographic information, cost and budget analysis, and feasibility of consolidation.



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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Although this is a common first step in consolidation efforts, it is important to emphasize that this report/study does not advocate for consolidation, reorganization, or merger. Rather, participating in the study will provide detailed analysis and information to assist the community and elected officials in making a more informed decision about whether consolidation would benefit the community.

Given the extensive borders between SVFPD and both Central Fire and Santa Cruz City, along with the positive outcomes realized from the Branciforte reorganization and similar discussions with Felton Fire, Staff is presenting this opportunity to the Board for consideration and is supportive of participating in this study.

Committee Recommendation:



SCOTTS VALLEY FIRE PROTECTION DISTRICT

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TO: Organization and Personnel Committee
FROM: Mark Correira, Fire Chief
DATE: December 4, 2024
RE: Board Memo 2024-35: Marywood Lease

Recommended Action:

Move Resolution No. 2024-14 *Resolution Authorizing the Lease of District Property*, and the Lease Agreement Between the Scotts Valley Fire Protection District and the Pony People Corporation to the December Board Meeting as a consent agenda item(s) with a recommendation for approval.

Background:

At the November 13, 2024 Board Meeting, the Board of Directors discussed the Marywood Property located across from 4171 Glennwood Drive. For a detailed history of this property, please see Board Memo 2024-30: *Marywood Property Lease*.

During the November 13, 2024 Board Meeting, the Board reached a consensus for Staff to work with the Pony People, a local non-profit, to establish a multi-year but term limited lease agreement. Staff worked with General Counsel to draft the proposed lease agreement and worked closely with Pony People on the terms of the agreement.

This proposed lease agreement closely mirrors the previous lease agreement with the for-profit company known as Carriage Company. This new lease agreement outlines the permitted use of the property (for pony grazing and occasional child education related to horses), and the requirement to maintain the property as an open pasture. Previously, the Carriage Company paid \$100 per month to the District for use of the property. For this lease agreement, staff is proposing an annual lease fee of \$500 for the use of the property. The rationale behind this lower rate is multi-fold including Pony People is a non-profit corporation whereas the Carriage Company was a for-profit business, Pony People are required to maintain the property to include discing along the road (i.e. maintain to a higher standard), and the one-time-annual-payment will save staff time for processing the lease payments.

It is important to note that legal requirements regarding the use of "surplus land" have changed since the previous lease was established in 2005. To comply with these updated laws and regulations, General Counsel has prepared a resolution allowing the District to lease the property without violating applicable statutes. *Resolution 2024-14: Resolution Authorizing the Lease of District Property* is attached to this memorandum for consideration.

Both the Pony People and the District's General Counsel have reviewed the lease agreement and have approved it to form. Additionally, the Pony People have tentatively agreed to the terms of the lease agreement, pending Board approval.

Committee Recommendation:

SCOTTS VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2024-14

RESOLUTION AUTHORIZING THE LEASE OF DISTRICT PROPERTY LOCATED ON SANTA CRUZ COUNTY ASSESSOR PARCEL NO. 093-151-06 AND EXEMPTING SUCH LEASE FROM THE CALIFORNIA SURPLUS LAND ACT

WHEREAS, the Scotts Valley Fire Protection District (“SVFPD”) owns certain real property on Glenwood Drive, south of its intersection with Eagle Road, identified as Santa Cruz County Assessor Parcel No. (“APN”) 093-151-06 and commonly known as the “Marywood Property”;

WHEREAS, SVFPD owns the Marywood Property as a potential site for a future fire station, if and when needed, but in the meantime has obligations to maintain the site and keep it free and clear of flammable brush;

WHEREAS, an adjacent property owner, Suzanne Powers, is the CEO of a California non-profit public benefit corporation, Pony People, which has a mission to provide education and charitable assistance to the special needs children, foster children and children who are underprivileged;

WHEREAS, Pony People maintains ponies and/or horses (“ponies”) for use in the pursuit of its mission;

WHEREAS, SVFPD desires to lease the Marywood Property to Pony People, and Pony People desires to lease the Marywood Property from SVFPD, for a term of five (5) years to provide the ponies a location to graze, which will aid in keeping the property clear of brush, and for use in teaching children within its mission statement pony care and maintenance;

WHEREAS, SVFPD is generally required to comply with the Surplus Land Act, as set forth in Title 5, Division 2, Part 1, Chapter 5, Article 8 (commencing with Section 54220) of the California Government Code, whenever it sells property or leases property for a term longer than 15 years; and

WHEREAS, pursuant to Government Code section 54221(d), the Surplus Land Act does not apply to properties leased for less than 15 years or for which the lease does not involve any development or demolition, regardless of the term.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the Scotts Valley Fire Protection District hereby determine and declare that:

The Surplus Land Act does not apply to the lease of the Marywood Property proposed between SVFPD and Pony People for the reasons set forth herein, including, but not limited to, the lease is for less than 15 years and, regardless, involves no development of or demolition on such property.

The proposed lease between SVFPD and the Pony People is hereby approved, and the Board delegates authority to the Fire Chief to execute and deliver a copy of the lease to Pony People.

The Fire Chief is delegated authority to take any action reasonably necessary to effectuate the purpose of this Resolution, and otherwise manage the lease hereafter entered into with the Pony People.

PASSED AND ADOPTED BY THE Board of Directors of the Scotts Valley Fire Protection District, County of Santa Cruz, State of California, this 11th day of December, 2024 by the following vote:

	<u>AYES</u>	<u>NOES</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Director Adam Cosner				
Director Kris Hurst				
Director Daron Pisciotta				
Director Ron Whittle				
Director Michael Weaver				

Board President

ATTEST: _____
Mark Correia, Board Secretary

**LEASE AGREEMENT BETWEEN
THE SCOTTS VALLEY FIRE PROTECTION DISTRICT AND
THE PONY PEOPLE CORPORATION**

MARYWOOD PROPERTY (APN 093-151-06)

This Lease Agreement ("Lease") is made and entered into on this __ day of _____, 202__ ("Effective Date"), by and between the SCOTTS VALLEY FIRE PROTECTION DISTRICT ("SVFD"), a California fire protection district formed and organized pursuant to Health and Safety Code section 13800 *et seq.*, and the PONY PEOPLE ("Lessee"), a California nonprofit public benefit corporation organized and existing under the laws of California. SVFD and Lessee may be referred to herein individual as "Party," or collectively as "Parties."

RECITALS

- A. SVFD owns certain real property located off Glenwood Drive, south of its intersection with Eagle Road, identified as Santa Cruz County Assessor Parcel No. 093-151-06 and commonly known as the "Marywood Property." The Marywood Property is depicted in Exhibit A, attached hereto.
- B. Lessee desires to lease the Marywood Property for use for open pasture purposes, in particular for ponies to graze and/or for use to reach children pony care and maintenance ("Pony Purposes"). No ponies or other horses shall be housed on the Marywood Property.
- C. SVFD desires to lease to Lessee, and Lessee desires to lease from SVFD, the Marywood Property for the Pony Purposes identified herein.

AGREEMENT

1. **Leased Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Marywood Property ("Premises") for use to accomplish the Pony Purposes set forth herein.
2. **Term.** The term of this Lease shall commence on the Effective Date of this Lease, shall continue for a period of 5 years ("Term"), unless terminated earlier in accordance with the provisions of this Agreement.
3. **Rent.** Lessee shall pay to Lessor as rent for the Premises the sum of \$500 per year, payable in advance on the first day of each year during the term of this Agreement. As additional compensation for this Lease, Lessee shall comply with Lessee Obligations defined herein, which are an express and material part of this Lease.
4. **Lessor Obligations.** SVFD shall warrant and defend Lessee's possession of the Premises against any and all persons as long as the Lease remains in effect and Lessee is not in default under the terms of this Lease.

5. **Lessee Obligations.** Lessee shall maintain the property as an open pasture, to be used for pony grazing and from time to time for the education of children, including foster and disabled children, relative to pony care and maintenance. Additionally, Lessee shall:
- a. maintain the site, including discing of the property along the adjacent roadway and other standard pasture maintenance, including, but not limited to, weed control, reasonable brush clearance, and, as necessary, mowing to comply with any property maintenance obligations imposed by the County of Santa Cruz or otherwise, to the extent the same is not accomplished by the grazing ponies;
 - b. be solely responsible for the care and feeding of its ponies on the Premises, and must ensure that the animals have an adequate supply of water while on the Premises;
 - c. be responsible for any and all manure management on the Premises, and manure cleanup and removal activities shall be scheduled so as to minimize disruption of neighboring properties;
 - d. minimize hay storage, if any, on the Premises;
 - e. to the extent applicable, be responsible for any and all utility and/or service costs incurred in connection with Lessee's use of the Premises, including water, electricity, and waste disposal;
 - f. be responsible, either directly to the County or indirectly through reimbursement to SVFD, for any real property taxes that may be or become due in connection with the Premise. The Parties acknowledge that the Marywood Property is currently tax exempt, in light of its ownership by SVFD, and, as such, any property taxes due in connection with the property will be due as a result of Lessee's use of the property;
 - g. use the Premises only for lawful purposes, and shall at all times use the Premises in compliance with any and all laws, ordinances, decrees, orders, rules, and regulations, including, but not limited to, all environmental and land use laws, statutes, rules, regulations and ordinances of any authority with jurisdiction over the Marywood Property; and
 - h. shall not bring, use, store, or dispose of any hazardous materials on the Premises, except for gasoline or oil necessary for the operation of vehicles. Hazardous materials include, but are not limited to, substances defined as hazardous under any local, state, or federal law.
6. **Use of Premises.** Lessee shall use the Premises solely for the Pony Purposes and for no other purpose without the prior written consent of SVFD. Lessee shall not make any improvements, alterations, or additions to the Premises without the express written consent of SVFD. Lessee may place signage on the Premises, provided such signage is in compliance with all applicable laws and ordinances.

7. **Maintenance and Repairs.** Lessee shall, at its own expense, maintain the Premises in good condition and repair, and shall not permit any waste or damage to the Premises.

8. **Insurance.**

a. The Lessee shall procure and maintain insurance for the duration of the facility use, covering claims for injuries, death, or property damage arising from the use of the facilities and related activities. The required insurance includes:

i. **General Liability Insurance:** Coverage must be at least as broad as ISO Commercial General Liability Coverage (Occurrence Form CG 00 01) with limits of at least \$2,000,000 per occurrence. If a general aggregate limit applies, it must be twice the required occurrence limit or apply separately to the project/location.

1. Additional Insured Status: SVFD and its representatives must be named as additional insureds.

2. Primary Coverage: The Lessee's insurance must be primary, and any insurance maintained by SVFD must be excess and non-contributory.

ii. **Workers' Compensation Insurance:** Coverage as required by California law, with statutory limits and Employer's Liability Insurance of no less than \$1,000,000 per accident. The insurer must waive all rights of subrogation against SVFD and its representatives.

To the extent Lessee has no employees, then it may certify in writing to SVFD that it has no employees and is not required to carry workers' compensation insurance under applicable state laws. If making such an election, Lessee agrees to notify SVFD immediately if this status changes. Lessee further agrees to indemnify and hold harmless SVFD from any and all claims, liabilities, or costs arising from any injury or illness incurred by the Lessee or its subcontractors while performing work under this Agreement.

iii. **Property Insurance:** Coverage against all risks of loss to tenant improvements or betterments at full replacement cost with no coinsurance penalty.

If the Lessee maintains broader coverage or higher limits than the minimums specified, SVFD is entitled to the broader coverage or higher limits.

b. **Notice of Cancellation:** Insurance policies provided pursuant to this Section must provide that coverage cannot be canceled without notice to the SVFD.

c. **Insurer Requirements:** Insurance required by this Section must be placed with insurers having an A.M. Best rating of no less than A-:VII or as approved by the SVFD.

d. **Verification of Coverage:** The Lessee must comply with these provisions before commencing the lease and provide certificates and endorsements at least five days before

using the facilities. Failure to maintain the required insurance and provide adequate evidence of coverage is a material breach of contract.

9. **Indemnification.** To the maximum extent permitted by law, Lessee shall indemnify and hold harmless and defend SVFD, its directors, officers, employees, and authorized volunteers, and each of them from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), of every kind or nature arising out of or in connection with Lessee's lease and use of Premises or its failure to comply with any of its obligations contained in this Lease, except such loss or damage which was caused by the sole negligence or willful misconduct of SVFD, or its directors, officers, employees, or authorized volunteers.
10. **Liability and Encumbrances.** It is further understood and agreed that SVFD shall not be liable for debts or liabilities contracted or incurred by Lessee, nor shall Lessee allow any labor, mechanic or material liens to attach to said Premises or improvements to the Premises. To the maximum extent permitted by law, SVFD shall not be liable for any accident to persons or properties which may occur in the Premises or in connection with the performance of this Lease during the Term of this Lease. Lessee shall not under any circumstances encumber the fee estate of SVFD in the Premises, including by means of any mortgage, deed of trust, or other instrument or device. Lessee shall not, by operation of law or otherwise, sell, assign, lease, sublease, or otherwise transfer, dispose of or convey its leasehold interest in the Premises.
11. **Inspection of Premises.** Lessor may enter the Premises from time to time for purposes of inspecting the Premises to ensure compliance with the Lease terms, provided such inspection does not unreasonably interfere with the Lessee's use of the Premises.
12. **Termination.** Either Party may terminate this Lease (1) without further cause upon 30 days' written notice to the other Party; or (2) for cause with notice of a material breach of this Lease provided the breaching Party is provided with a 10-day timeframe to cure such breach. Upon termination, Lessee shall vacate the Premises and return it to Lessor in the same condition as received, reasonable wear and tear excepted.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. **Recitals.** All recitals and exhibits attached hereto and/or referred to herein are incorporated into and are an effective part of this Lease.
15. **Partial Invalidity.** If any provision of this Lease is held to be invalid, void, or unenforceable by a court of law, the remaining provisions of this Lease shall nevertheless continue in full force and effect without being impaired or invalidated in any way, unless doing so would alter the intent of the Parties.
16. **Interpretation.** Prior to execution and delivery of this Lease, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect

to the advisability of executing this Lease and the meaning of the provisions herein. Therefore, the provisions of this Lease shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Lease or any particular provision herein.

17. **Authority to Execute.** Each person signing this Lease represents and warrants that they have been duly authorized, by appropriate action of the Party that they represent, to act on behalf of the Party and to bind that Party to the terms and conditions of this Lease.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
19. **Notice.** Any notice required to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

SVFD:

Mark Correira, Fire Chief
Scotts Valley Fire Protection District
7 Erba Lane
Scotts Valley, CA 95066
E-mail: mcorreira@scottsvalleyfire.com

Lessee:

Suzy Powers
Pony People
4171 Glenwood Drive
Scotts Valley, CA 95066
E-mail: ponypeople@comcast.net

The Parties may change the contacts or addresses above by providing written notice to the other Party. The Parties may provide notice via e-mail rather than U.S. Mail by using the e-mail addresses specified above (or subsequently noticed), upon confirmation or acknowledgement of receipt by the recipient. This provision is not intended to restrict general day-to-day communications which may be handled via telephone or e-mail.

20. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement. For purposes of this section, facsimile and/or electronic copies shall bear as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first above written.

LESSEE:
PONY PEOPLE

LESSOR:
SCOTTS VALLEY FIRE PROTECTION DISTRICT

By: _____
Suzanne Powers, CEO

By: _____
Mark Correira, Fire Chief

EXHIBIT A

DEPICTION OF MARYWOOD PROPERTY

