

**Central Fire District of Santa Cruz County
Board of Directors
Special Meeting Agenda**

Wednesday, June 23, 2021 – 6:00 PM

Administration Office – 930 17th Avenue, Santa Cruz, CA 95062

Complete Board Meeting packets are available on request for review at the
Administration & CRR Offices and on the Central FD website.

Call (831) 479-6842 or visit: www.centralfiresc.org.

Notice of Teleconferenced Meeting

Pursuant to Governor Newsom’s Executive Order N-25-20 regarding COVID-19, members of the Central Fire District Board of Directors and staff are strongly encouraged to participate in this meeting by teleconference. **To reduce the spread of COVID-19, members of the public are encouraged to listen to the meeting from their homes via teleconference by calling 1 (646) 749-3335, entering Access Code 902-894-653, or connecting to the meeting online via their computer, smart phone or tablet at the following link:**
<https://global.gotomeeting.com/join/902894653>.

Directors, public and staff without the ability to attend via teleconference may attend the meeting in person, and will be required to wear masks, sanitize hands, and maintain appropriate social distancing, a minimum of 6’ apart.

To submit a comment in writing, please email PublicComments@centralfiresc.org and write “Public Comment” in the subject line. Include the item number and/or title of the item in the body of the email and your comments. If you would like the comment to be read out loud at the meeting (not to exceed three minutes or 4,000 characters), please write “Read Out Loud at Meeting” at the top of the email. All comments received by 5:00 pm the prior day will be emailed to the Board members and included as an “Add to Packet” on the District’s website before the meeting. Those comments received after 5:00 pm will be added to the record of the meeting and shared with Board members after the meeting. Written comments may also be sent by U.S. Mail to:

Administrative Asst. Sarah Melton
Central Fire District of Santa Cruz County
930 17th Avenue
Santa Cruz, CA 95062

1.0 CALL TO ORDER

1.1 Pledge of Allegiance

1.2 Call Meeting to Order – Roll Call

2.0 **PRESENTATIONS**

- 2.1 Consolidation of CalPERS Retirement Contracts - Actuary David Clement Discussion

3.0 **ORAL COMMUNICATIONS**

Public Oral Communications upon matters not on the Agenda: Oral presentations should ordinarily be limited to 3 minutes per person. There can be no deliberation or action on items not on the agenda. The Board may refer a matter to staff or schedule discussion for a future meeting. The public should address the Board on items on the agenda during the Boards consideration of the item.

- 3.1 Staff Oral Communications
- 3.2 Board of Directors Oral Communications

4.0 **CORRESPONDENCE**

- 4.1 Written Communications to Board of Directors

5.0 **OLD BUSINESS**

All items listed in Old Business are intended to provide an opportunity for public discussion of each item listed. The following procedure pertains to each Old Business Item: 1) Board/Staff Member Explanation; 2) Board of Directors Questions; 3) Public Comment; 4) Board Member Deliberation; 5) Decision.

- 5.1 Approve Resolution 2021-08 for Consolidation of CalPERS Retirement Contracts Per AB1140 - Fire Chief John Walbridge Discussion/Action

6.0 **CLOSED SESSION**

Public Comment: Public comments on closed session agenda items will be accepted by the Committee at this time. The Committee will then recess into closed session to discuss items on the closed session agenda.

- 6.1 Government Code § 54957- Public Employee Appointment
 - Assistant Fire Chief

7.0 **RECONVENE TO OPEN MEETING**

Report of Action(s) – At the conclusion of a Closed Session a report of any

reportable action(s) taken in Closed Session will be made.

7.1 Report out of Closed Session

8.0 **ADJOURN MEETING**

Note: The Board Chair requests that if you have any questions or wish clarification or additional information about any item on the agenda or contained in the attached materials, to please call the Fire Chief at (831) 479-6842 before the meeting. Information regarding items on the agenda may be reviewed at our business office located at 930 17th Avenue, Santa Cruz, California 95062, or you may view the agenda on our website at www.centrafire.org.

Accommodating People with Disabilities: Central Fire District of Santa Cruz County does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs or activities. The District meetings are held in an accessible facility. If you wish to attend this meeting and you will require special assistance in order to participate, please contact the Administration Office at 831-479-6842 at least 72 hours in advance of the meeting to make arrangements. For TDD service the California State Relay Service 1-800-735-2929 will provide a link between the caller and the administrative staff.



CENTRAL FIRE DISTRICT

of Santa Cruz County

STAFF REPORT

Date: June 23, 2021
To: Central Fire District Board of Directors
From: Human Resources Director Gena Finch
Subject: Consolidation of CalPERS Retirement Contracts

In accordance with Assembly Bill 1140, the California Public Employees' Retirement System (CalPERS) will be consolidating the retirement contracts of the previous Aptos/La Selva Fire Protection District and the Central Fire Protection District of Santa Cruz County. The consolidation of the two contracts will occur by a CalPERS resolution and subsequent approval by the Central Fire District of Santa Cruz County Board of Directors.

Recommendation: that the Central FD Board of Directors approve Resolution 2021-08, "Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration of the California Public Employees Retirement System and the Board of Directors of the Central Fire District of Santa Cruz County."

Attachments:

- Draft Resolution 2021-08
- Draft Amendment to PERS Contract

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
CENTRAL FIRE PROTECTION DISTRICT OF SANTA CRUZ COUNTY**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide for the merger of Aptos/La Selva Fire Protection Agency into Central Fire Protection District of Santa Cruz County, effective February 4, 2021.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Central Fire Protection District of Santa Cruz County



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 17, 1987, and witnessed April 26, 1988, and as amended effective December 17, 1994, June 24, 2000, September 29, 2001, August 11, 2007 and December 25, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective December 25, 2010, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to December 25, 2010, age 55 for classic local safety members entering membership for the first time in the safety classification after December 25, 2010, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 17, 1987 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).

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5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **ELECTED OFFICIALS; AND**
 - b. **POLICE OFFICERS.**
6. This contract shall be a continuation of the contract of the Central Fire Protection District of Santa Cruz County and the Capitola Fire Protection District, hereinafter referred to as "Former Agencies". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred October 17, 1987.
 - a. Service performed for the Former Agencies prior to April 30, 1988, shall be subject to the terms and conditions of the Former Agencies' contract as it was in effect at that time. Service performed on and after April 30, 1988 shall be subject to the terms and conditions of this contract. For purposes of computing retirement allowances, separate calculations shall be made for service performed under each contract, pursuant to Government Code Section 20567.8.
7. This contract shall be a continuation of the contract of the Aptos/La Selva Fire Protection Agency, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred February 4, 2021.
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after August 11, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after August 11, 2007 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

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11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to December 25, 2010 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after December 25, 2010 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for those classic local miscellaneous members and classic local safety members entering membership on or prior to December 25, 2010.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21574.5 (Indexed Level of 1959 Survivor Benefits).
 - d. Section 21623.5 (\$5,000 Retired Death Benefit).
 - d. Section 21623.5 (\$5,000 Retired Death Benefit).
 - e. Section 20475 (Different Level of Benefits). Section 20037 (Three-Year Final Compensation) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 25, 2010.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after December 25, 2010.

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15. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
CENTRAL FIRE PROTECTION
DISTRICT OF SANTA CRUZ COUNTY

BY _____
ANDY NGUYEN, ASSISTANT DIVISION CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk