COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT

LG-1 REV. 1/2024

AGREEMENT NUMBER 1CA07235

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of San Mateo

2. The term of this Agreement is: July 1, 2025 through June 30, 2027

3. The maximum amount of this Agreement is:

\$ 39,882,814.00

Thirty-nine million, eight hundred eighty-two thousand, eight hundred fourteen

dollar

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work - Includes page 2 (contact page) in count for Exhibit A

pages

4

2

7

Exhibit B – Budget Detail and Payment Provisions

pages

Exhibit C – General Terms and Conditions

pages

Exhibit D – Additional Provisions

16 pages

Exhibit E - Description of Other Services

23 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY	California Department of General					
LOCAL AGENCY'S NAME County of San Mateo		Services Use Only				
BY (Authorized Signature)	DATE SIGNED(Do not type)					
Ø.						
PRINTED NAME AND TITLE OF PERSON SIGNING David Canepa, President, Board of Supervisors						
ADDRESS 500 County Center, Redwood City, CA 94063						
STATE OF CALIFORNIA	STATE OF CALIFORNIA					
AGENCY NAME California Department of Forestry and Fire Protection						
BY (Authorized Signature)						
Ø.						
PRINTED NAME AND TITLE OF PERSON SIGNING Nathan Barcklay, Assistant Deputy Director, Cooperative Fire						
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460						

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EXHIBIT A COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief: San Mateo-Santa Cruz Local Agency: County of San Mateo

Jed Wilson Mike Callagy Name: Name:

Phone: (831) 335-6700 (650) 363-4129 Phone:

(831) 335-4053 Fax: Fax:

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief: Jed Wilson Local Agency: County of San Mateo

Section/Unit: Section/Unit: County Executive Officer San Mateo-Santa Cruz

Attention: Chris Spradley Attention: Mike Callagy

Address: 6059 Highway 9 Address: 500 County Center, 5th Felton, CA 95018

Floor

Redwood City, CA 94063 Phone: Phone: (650) 363-4129

(831) 335-6733

Fax: (831) 335-4053 Fax:

Send an additional copy of all correspondence to:

CAL FIRE Cooperative Fire Services P.O. Box 944246 Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

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EXHIBIT A SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- 2) <u>Basic Life Support Services</u>: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ⊠ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- 4) <u>Dispatch Services</u>: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

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dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

- 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.
- 6) <u>Land Use/ Pre-Fire Planning Services</u> CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.
- 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)
- 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)
- 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

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E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

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E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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EXHIBIT C GENERAL TERMS AND CONDITIONS

1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. <u>AMENDMENT</u>: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

- A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
- B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

- 5. AUDIT: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 6. INDEMNIFICATION: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
- 7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. TERMINATION FOR CAUSE/CANCELLATION:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

- INDEPENDENT CONTRACTOR: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity, LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

- 11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
- 12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
- 13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 14. <u>CHILD SUPPORT COMPLIANCE ACT</u>: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
 - A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. LIABILITY INSURANCE

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- Fire protection and emergency services Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
- 18. WORKERS COMPENSATION: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
 - A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
- 19. <u>CONFLICT OF INTEREST</u>: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- No officer or employee shall engage in any employment, activity or enterprise from which the
 officer or employee receives compensation or has a financial interest and which is sponsored
 or funded by any state agency, unless the employment, activity or enterprise is required as a
 condition of regular state employment.
- No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- For the two-year period from the date he or she left state employment, no former state officer
 or employee may enter into a contract in which he or she engaged in any of the negotiations,
 transactions, planning, arrangements or any part of the decision-making process relevant to
 the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

- 20. <u>LABOR CODE/WORKERS' COMPENSATION</u>: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 21. <u>AMERICANS WITH DISABILITIES ACT</u>: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

Contract No.: 1CA07235

Page No.: 13

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

- 22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 24. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 25. <u>AFFIRMATIVE ACTION</u>. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
- 26. <u>DRUG AND ALCOHOL-FREE WORKPLACE</u>. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
- 27. ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
- 28. CONFIDENTIAL INFORMATION. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5
 - CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Contract No.: 1CA07235

Page No.: 14

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Contractor Name: County of San Mateo Contract No.: **1CA07235**

Page No.: 15

EXHIBIT D ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

A.	Fiscal Display, PRC 4142 AND/OR PRC 4144 - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
В.	STATE Funded Resource - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
C.	LOCAL AGENCY Provided Local Funded Resources - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
D.	LOCAL AGENCY Owned STATE Maintained Vehicles - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contract No.: 1CA07235

Page No.: 16

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Contract No:

Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER:

Index: 1700 PCA: 17710 Fiscal Year: 2025/26 to 2026/27

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and County of San Mateo.

(See Attached)

Contract No.: 1CA07235
Page No.: 18

1 agc 110 16

San Mateo County Fire Schedule A Totals											
Fiscal Years 2025/26 to 2026/27											
Fiscal Year	PCA 17710	PCA 17730	TOTAL								
2025/26	\$15,772,961	\$3,682,070	\$19,455,031								
2026/27 (5% increase over FY2025/26)	\$16,561,609	\$3,866,174	\$20,427,783								
TOTALS	\$32,334,570	\$7,548,244	\$39,882,814								

Unit: San Mateo-Santa Cruz

Agreement Total \$15,772,961

Contract Name:

County of San Mateo

Contract No.:

Page No.: 19

Fiscal Year 25/26										
17710 PS Total	\$15,514,207									
17710 OE Total	\$258,753									

TOTAL	\$15,772,961

Fiscal Year: 2025 1700 Index: PCA 17710 4142

PRC:

Sub Total Admin \$14,005,784 \$1,508,423 Total \$15,514,207 Contract Name: County of San Mateo

Contract No.: Page No.: 20

Comments Overtime Total: \$1,268,125

Unit: San Mateo-Santa Cruz

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between County of San Mateo and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief Jed Wilson CAL FIRE Region Chief George Morris III Staff Benefit Rate as of 7/1/25 for POF Classifications 93.92% Staff Benefit Rate as of 7/1/25 for SAF Classifications 67.30% Staff Benefit Rate as of 7/1/25 for MIS Classifications 81.85%

				1										1
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.4	Assistant Chief (Supervisory) - Deputy Chief	POF	7/1/25-6/30/26	12	\$11,890	\$57,072	\$0	12	\$0	\$53,602	\$0	\$0	\$110,674	\$156,573
0.4	Extended Duty Pay Differential - Assistant Chief 15%	POF		12	\$1,784	\$8,563			\$0	\$8,043		\$0	\$16,606	
0.4	Longevity Pay Differential - 9%	POF		12	\$0	\$5,136			\$0	\$4,824		\$0	\$9,961	
0.4	CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential	POF		12	\$1,851	\$8,885			\$0	\$8,345		\$0	\$17,229	
0.4	Assistant Chief Pay Differential	POF		12	\$226	\$1,085			\$0	\$1,019		\$0	\$2,104	
	Overtime	POF							\$0	\$0		\$0	\$0	
0.8	Assistant Chief (Supervisory) - Division Chief	POF	7/1/25-6/30/26	12	\$11,890	\$114,144	\$0	12	\$0	\$107,204	\$0	\$0	\$221,348	\$313,147
0.8	Extended Duty Pay Differential - Assistant Chief 15%	POF		12	\$1,784	\$17,126			\$0	\$16,085		\$0	\$33,212	
0.8	Longevity Pay Differential - 9%	POF		12	\$0	\$10,273			\$0	\$9,648		\$0		
0.8	CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential	POF		12	\$1,851	\$17,770			\$0	\$16,689		\$0		
0.8	Assistant Chief Pay Differential	POF		12	\$226	\$2,170			\$0	\$2,038		\$0		
	Overtime	POF							\$0	\$0		\$0	\$0	
3.6	Battalion Chief	POF	7/1/25-6/30/26	12	\$8,930	\$385,767	\$3,639	12	\$157,205	\$362,313	\$0	\$90,503	\$995,788	\$1,088,247
3.6	Education Incentive Pay Differential	POF		12	\$150	\$6,480			\$0	\$6,086		\$0	\$12,566	
3.6	Longevity Pay Differential - 9%	POF		12	\$0	\$34,719			\$0	\$32,608		\$0	\$67,327	
3.6	Hazmat Pay Differential	POF		12	\$150	\$6,480			\$0	\$6,086		\$0	\$12,566	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	
6	Fire Captain (Paramedic)	POF	7/1/25-6/30/26	12	\$8,234	\$592,835	\$3,544	12	\$255,168	\$556,791	\$0	\$146,900	\$1,551,695	\$1,620,614
6	Education Incentive Pay Differential	POF		12	\$150	\$10,800			\$0	\$10,143		\$0	\$20,943	
6	Hazmat Pay Differential	POF		12	\$150	\$10,800			\$0	\$10,143		\$0		
6	Paramedic Recruitment and Retention - 250	POF		12	\$250	\$18,000			\$0	\$9,032		\$0		
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	
9.6	Fire Captain, Range A	POF	7/1/25-6/30/26	12	\$7,694	\$886,308	\$3,143	12	\$362,074	\$832,421	\$0	\$208,446	\$2,289,249	\$2,356,268
9.6	Education Incentive Pay Differential	POF		12	\$150	\$17,280			\$0	\$16,229		\$0	\$33,509	
9.6	Hazmat Pay Differential	POF		12	\$150	\$17,280			\$0	\$16,229		\$0	\$33,509	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	
14	Fire Apparatus Engineer (Paramedic)	POF	7/1/25-6/30/26	12	\$7,342	\$1,233,469	\$3,186	12	\$535,248	\$1,158,474	\$0	\$308,142	\$3,235,333	\$3,396,144
14	Education Incentive Pay Differential	POF		12	\$150	\$25,200			\$0	\$23,668		\$0	\$48,868	
14	Hazmat Pay Differential	POF		12	\$150	\$25,200			\$0	\$23,668		\$0	\$48,868	
14	Paramedic Recruitment and Retention - 250	POF		12	\$250	\$42,000			\$0	\$21,076		\$0		
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	
12	Fire Apparatus Engineer	POF	7/1/25-6/30/26	12	\$6,856	\$987,296	\$2,807	12	\$404,208	\$927,269	\$0	\$232,703	\$2,551,476	\$2,635,249
12	Education Incentive Pay Differential	POF		12	\$150	\$21,600			\$0	\$20,287		\$0	\$41,887	
12	Hazmat Pay Differential	POF		12	\$150	\$21,600			\$0	\$20,287		\$0	\$41,887	
		POF			\$0	\$0			\$0	\$0	·	\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	

Fiscal Year: Index:	2025 1700		Unit:	San Mateo-S	anta Cruz	Sub Total Admin	\$14,005,784 \$1,508,423			Co	ontract Name:		County of San Mate	20
PCA	17710					Total	\$15,514,207				Contract No.:			
PRC:	4142										Page No.:	21		
Comments						Overtime Total:	\$1,268,125							
1	Forestry Assistant II, Range A	POF	7/1/25-6/30/26	12	\$7,067	\$84,804	\$0	12	\$0	\$79,648	\$0	\$0	\$164,452	\$1,447,772
1	Education Incentive Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,691		\$0	\$3,491	
1	Hazmat Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,691		\$0	\$3,491	
1	Fire Mission Pay Differential - Forestry Assistant II, Range A	POF		12	\$353	\$4,236			\$0	\$3,978		\$0	\$8,214	
		POF			\$0				\$0	\$0		\$0	\$0	
	Overtime	POF	7/1/25-6/30/26			\$1,250,000			\$0	\$18,125		\$0	\$1,268,125	
2	Fire Fighter II	POF	7/1/25-6/30/26	12	\$6,181	\$148,338	\$2,536	12	\$60,864	\$139,319	\$0		\$383,560	\$390,542
2	Hazmat Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,381		\$0	\$6,981	
		POF			\$0				\$0	\$0		\$0	\$0	
		POF			\$0				\$0	\$0		\$0	\$0	
		POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF							\$0	\$0		\$0	\$0	
1	Information Officer II	MIS	7/1/25-6/30/26	12	\$9,317	\$111,804	\$0	0	\$0	\$91,512	\$0	\$0	\$203,316	\$208,989
1	Health Cash Payment	MIS		12	\$260	\$3,120			\$0	\$2,554		\$0	\$5,674	
		MIS			\$0				\$0	\$0		\$0	\$0	
		MIS			\$0				\$0	\$0		\$0 \$0	\$0	-
	Overtime	MIS			\$0	\$0			\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0	
0.3		MIS	7/4/05 0/00/00	12	¢7 77F	¢27,000	\$0	0		\$22,910	\$0	\$0 \$0	\$50,900	\$50,900
0.5	Associate Governmental Program Analyst	MIS	7/1/25-6/30/26	12	\$7,775	\$27,990	\$0	U	\$0 \$0		\$0	\$0 \$0		\$50,900
		MIS			\$0 \$0				\$0	\$0 \$0		\$0 \$0	\$0 \$0	
		MIS			\$0				\$0	\$0		\$0	\$0	
		MIS			\$0				\$0	\$0 \$0		\$0	\$0	
	Overtime	MIS			JU.	ÇÜ			\$0	\$0		\$0	\$0	
1.6	Staff Services Analyst	MIS	7/1/25-6/30/26	12	\$6,276	\$120,499	\$0	0	\$0	\$98,629	\$0	\$0	\$219,128	\$219,128
1.0	Stari Services Analyst	MIS	771725-0/00/20		\$0,270		90		\$0	\$0	70	\$0	\$0	\$215,120
		MIS			\$0				\$0	\$0		\$0	\$0	
		MIS			\$0				\$0	\$0		\$0	\$0	-
		MIS			\$0				\$0	\$0		\$0	\$0	
	Overtime	MIS							\$0	\$0		\$0	\$0	
0.8	Communications Operator, Range B	SAF	7/1/25-6/30/26	12	\$7,306	\$70,138	\$0	0	\$0	\$47,203	\$0	\$0	\$117,340	\$122,212
0.8	Night-Shift Pay Differential	SAF		12	\$303	\$2,912			\$0	\$1,960		\$0	\$4,872	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF							\$0	\$0		\$0	\$0	
					\$0	-	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
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					\$0				\$0	\$0 \$0		\$0	\$0	
-	Overtime				\$0	\$0			\$0	\$0		\$0 \$0	\$0 \$0	
	Overtime								\$0	\$0		\$U	\$0	

Fiscal Year: 2025 County of San Mateo Uniform Benefits \$1.526 Contract Name: Index: 1700 Sub Total \$233,595 PCA: 17710 \$25,158 Contract No : PRC: 4142 Page No.: 22 Total \$258,753 This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between County of San Mateo and The California Department of Forestry and Fire Protection (CAL FIRE) Sub-Total Uniform Benefits Category (Pick from List) Dotaile Number Months Rate Total UNIFORM ALLOWANCE FOR BU8 FC, FC(P), FAE, FAE(P), F 49.40 12.00 \$178 105,222 \$ 1,526 \$ 106,748 UNIFORM ALLOWANCE FOR COMM OP Uniform Replacement 0.80 1.00 \$950 760 760 UNIFORM ALLOWANCE FOR COMM OP Uniform Cleaning 0.80 12.00 \$25 240 240 COMMUNICATIONS Felton HQ - Phone 1.00 12.00 \$333 3,996 3,996 Felton HQ - Phone 1.00 12.00 \$150 1,800 1,800 Felton HQ - CALNET 1.00 12.00 \$123 1,476 1,476 Pescadero - Phone 1.00 12.00 \$100 1.200 1.200 Skylonda - Phone 1.00 12.00 \$154 1,848 1,848 Training - Phone 372 372 1.00 12.00 \$31 \$ Chief Cell X4 1.00 12.00 \$260 3,120 3,120 Fire Marshal Cell X3 1.00 12.00 \$218 2,610 2,610 Info Cell X1 1.00 12.00 \$73 870 870 Training Cell X2 1.00 12.00 \$90 1,080 1,080 WUI Cell X1 12.00 \$60 720 720 TRAVEL 1.00 County Business - Actuals 1.00 \$8000 8.000 8.000 Ś Ś UTILITIES Belmont - Electricity 12.00 \$550 6,600 6,600 1.00 Pescadero - Electricity 12.00 \$250 3,000 3,000 Skylonda - Electricity 1.00 12.00 \$300 3.600 3,600 Felton HQ - Electricity 1.00 12.00 \$300 3,600 3,600 Pescadero - LPG 12.00 \$300 3,600 1.00 3,600 \$ VEHICLE OPERATIONS 75,000 iel Actuals-Sylonda/Pescade 1.00 1.00 \$75000 Ś 75,000 \$ TRAINING Target Solutions-Uniform 49.00 1.00 \$75 3,675 3,675 Target Solutions-Support & A 4.10 1.00 \$38 154 InTime Account 53.10 1.00 \$57 3,027 3,027 EQUIPMENT Safety Gear - Actuals 1.00 1.00 \$30000 30,000 30,000 \$ \$ OTHER ITEMS OF EXPENSE Information Tech - Actuals 1.00 \$12000 12,000 12,000 Computer Replacement - Actu 1.00 1.00 \$10000 10,000 10,000 GENERAL EXPENSE Service Center 1.00 1.00 \$4000 4,000 4,000 GENERAL EXPENSE 1.00 \$500 500 ECC 1.00 500 FACILITIES OPERATIONS Belmont Rent Credit 12.00 (2,000.00) 1.00 Pescadero Rent Credit 1.00 12.00 (1,000.00) Skylonda Rent Credit 1.00 12.00 (2,000.00)

Contract No:

Page No.: 23

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER:

Index: 1700 PCA: 17730 Fiscal Year: 2025/26 to 2026/27

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and County of San Mateo.

(See Attached)

Unit: San Mateo-Santa Cruz

Agreement Total \$3,682,070

Contract Name:

County of San Mateo

Contract No.:

Page No.: 24

Fiscal Year 25/26									
17730 PS Total	\$3,632,759								
17730 OE Total	\$49,312								

TOTAL	\$3,682,070

Fiscal Year: 2025 1700 Index: PCA 17730 4142

PRC:

Sub Total Admin \$3,279,551 Unit: San Mateo-Santa Cruz \$353,208 Total \$3,632,759 Contract Name: County of San Mateo

Contract No.: Page No.: 25

Comments Overtime Total: \$253,625

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between County of San Mateo and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief Jed Wilson CAL FIRE Region Chief George Morris III Staff Benefit Rate as of 7/1/25 for POF Classifications 93.92% Staff Benefit Rate as of 7/1/25 for SAF Classifications 67.30% Staff Benefit Rate as of 7/1/25 for MIS Classifications 81.85%

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.1	Assistant Chief (Supervisory) - Deputy Chief	POF	7/1/25-6/30/26	12	\$11,890	\$14,268	\$0	12	\$0	\$13,401	\$0	\$0	\$27,669	\$39,143
0.1	Extended Duty Pay Differential - Assistant Chief 15%	POF		12	\$1,784	\$2,141			\$0	\$2,011		\$0	\$4,151	
0.1	Longevity Pay Differential - 9%	POF		12	\$0	\$1,284			\$0	\$1,206		\$0		
0.1	CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential	POF		12	\$1,851	\$2,221			\$0	\$2,086		\$0		
0.1	Assistant Chief Pay Differential	POF		12	\$226	\$271			\$0	\$255		\$0		
	Overtime	POF							\$0	\$0		\$0		
0.2	Assistant Chief (Supervisory) - Division Chief	POF	7/1/25-6/30/26	12	\$11,890	\$28,536		12	\$0	\$26,801	\$0	\$0		\$78,287
0.2	Extended Duty Pay Differential - Assistant Chief 15%	POF		12	\$1,784	\$4,282			\$0	\$4,021		\$0		
0.2	Longevity Pay Differential - 9%	POF		12	\$0	\$2,568			\$0	\$2,412		\$0		
0.2	CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential	POF		12	\$1,851	\$4,442			\$0	\$4,172		\$0		
0.2	Assistant Chief Pay Differential	POF		12	\$226	\$542			\$0	\$509		\$0		
	Overtime	POF			*				\$0	\$0		\$0		
0.9	Battalion Chief	POF	7/1/25-6/30/26	12	\$8,930	\$96,442	\$3,639	12	\$39,301	\$90,578	\$0			\$272,062
0.9	Education Incentive Pay Differential	POF		12	\$150	\$1,620			\$0	\$1,522		\$0		
0.9	Longevity Pay Differential - 9%	POF		12	\$0	\$8,680			\$0	\$8,152		\$0		
0.9	Hazmat Pay Differential	POF		12	\$150	\$1,620			\$0	\$1,522		\$0		
		POF			\$0	\$0			\$0	\$0		\$0		
	Overtime	POF			*****	1	40		\$0	\$0		\$0		
2	Fire Captain (Paramedic)	POF	7/1/25-6/30/26	12	\$8,234	\$197,612	\$3,544	12	\$85,056	\$185,597	\$0			\$540,205
2	Education Incentive Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,381		\$0		
2	Hazmat Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,381		\$0		
2	Paramedic Recruitment and Retention - 250	POF		12	\$250	\$6,000			\$0	\$3,011		\$0		
	Overtime	POF			\$0	\$0			\$0 \$0	\$0 \$0		\$0 \$0		
	Overtime			12	A7.004	4420.252	62.442	42	·		60			
1.4	Fire Captain, Range A	POF	7/1/25-6/30/26	12	\$7,694	\$129,253	\$3,143	12	\$52,802	\$121,395	\$0			\$343,622
1.4	Education Incentive Pay Differential	POF		12	\$150	\$2,520			\$0	\$2,367		\$0		
1.4	Hazmat Pay Differential	POF		12	\$150	\$2,520			\$0	\$2,367		\$0		
		POF			\$0 \$0	\$0 \$0			\$0 \$0	\$0 \$0		\$0		
	Overtime	POF			\$0	\$0			\$0	\$0 \$0		\$0 \$0		
3	Fire Apparatus Engineer (Paramedic)	POF	7/1/25-6/30/26	12	\$7,342	\$264,315	\$3.186	12	\$114,696	\$248,244	\$0			\$727,745
3		POF	1/1/20-0/30/20	12	\$1,342	\$5,400		12	\$114,696	\$5,072	ŞU	\$00,030		\$121,145
3	Education Incentive Pay Differential Hazmat Pay Differential	POF		12	\$150	\$5,400 \$5,400			\$0	\$5,072		\$0 \$0		
3	Paramedic Recruitment and Retention - 250	POF		12	\$250	\$9,000			\$0	\$4,516		\$0 \$0		
J	a difficult Netral difficult and Neterlation = 230	POF		12	\$230	\$9,000			\$0	\$4,310		\$0	,	
	Overtime	POF			JU.	ÇÜ			\$0	\$0		\$0		
3	Fire Apparatus Engineer	POF	7/1/25-6/30/26	12	\$6,856	\$246,824	\$2,807	12	\$101,052	\$231,817	\$0			\$912,437
3	Education Incentive Pay Differential	POF		12	\$150	\$5,400	Ç2,007		\$0	\$5,072	90	\$0		Ç312,437
3	Hazmat Pay Differential	POF		12	\$150	\$5,400			\$0	\$5,072		\$0		
,	national birelenda	POF		12	\$130	\$5,400			\$0	\$5,072		\$0		
		POF			\$0	\$0			\$0	\$0		\$0		
	Overtime	POF	7/1/25-6/30/26		70	\$250,000			\$0	\$3,625		\$0		

Sub Total \$3,279,551 Fiscal Year: 2025 Contract Name: County of San Mateo Unit: San Mateo-Santa Cruz Index: 1700 Admin \$353,208 \$3,632,759 17730 Total PCA Contract No.: PRC: 4142 Page No.: 26 Comments Overtime Total: \$253,625 POF \$6,181 \$74,169 \$2,536 \$30,432 \$17,520 \$191,780 \$195,271 Fire Fighter II 7/1/25-6/30/26 12 12 \$69,660 \$0 POF \$1,800 \$3,491 Hazmat Pay Differential 12 \$150 \$0 \$1,691 \$0 POF \$0 \$0 \$0 \$0 \$0 \$0 POF \$0 \$0 \$0 \$0 \$0 \$0 POF \$0 \$0 \$0 \$0 \$0 \$0 POF \$0 \$0 \$0 \$0 Overtime 0.1 Associate Governmental Program Analyst MIS 7/1/25-6/30/26 12 \$7,775 \$9,330 \$0 0 \$0 \$7,637 \$0 \$0 \$16,967 \$16,967 MIS \$0 \$0 \$0 \$0 \$0 MIS \$0 \$0 \$0 \$0 \$0 \$0 MIS \$0 \$0 \$0 \$0 \$0 \$0 MIS \$0 \$0 \$0 \$0 \$0 \$0 Overtime MIS \$0 \$0 \$0 \$0 Staff Services Analyst MIS 7/1/25-6/30/26 \$6,276 \$67,781 \$0 \$55,479 \$0 \$0 \$123,259 \$123,259 0.9 12 \$0 MIS \$0 \$0 \$0 \$0 \$0 MIS \$0 \$0 \$0 \$0 Overtime SAF \$7,306 \$17,534 \$0 \$0 \$29,335 \$30,553 7/1/25-6/30/26 12 \$0 \$11,801 \$0 0.2 Communications Operator, Range B 0 SAF \$728 \$0 \$0 \$1,218 0.2 Night-Shift Pay Differential 12 \$303 \$490 SAF \$0 \$0 \$0 \$0 \$0 \$0 SAF \$0 \$0 \$0 \$0 \$0 \$0 SAF \$0 \$0 \$0 \$0 \$0 \$0 SAF Overtime \$0 Overtime \$0 \$0 \$0 \$0 \$0 \$0 \$0 0 \$0 Overtime \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 0 \$0 Overtime \$0 Overtime \$0 \$0 \$0

Fiscal Year: 2025 Index: 1700 PCA: 17730 PRC: 4142

Uniform Benefits	\$358
Sub Total	\$44,517
Admin	\$4,794
Total	\$49,312

Contract Name: County of San Mateo

Contract No.: Page No.: 27

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between County of San Mateo and The California Department of Forestry and Fire Protection (CAL FIRE)

					_		4.450/				
							1.45%				
Category (Pick from List)	Details	Number	Months	Rate	,	Sub-Total	Uniform Benefits		Total		
UNIFORM ALLOWANCE FOR BU8	C, FC(P), FC, FAE(P), FAE	11.60	12.00	\$178	\$	24,708	\$ 358	\$	25,066		
UNIFORM ALLOWANCE FOR COMM OP	Uniform Replacement	0.20	1.00	\$950	\$	190		\$	190		
UNIFORM ALLOWANCE FOR COMM OP	Uniform Cleaning	0.20	12.00	\$25	\$	60		\$	60		
TRAINING	Target Solutions-Uniform	11.50	1.00	\$75	\$	863		\$	863		
7	Γarget Solutions-Support & A	1.30	1.00	\$38	\$	49		\$	49		
	InTime Account	12.80	1.00	\$57	\$	730		\$	730		
TRAVEL	CSA Business - Actuals	1.00	1.00	\$1000	\$	1,000		\$	1,000		
EQUIPMENT	Safety Gear	1.00	1.00	\$10000	\$	10,000		\$	10,000		
	_			•		·					
COMMUNICATIONS	Chief Cell X1	1.00	12.00	\$60	\$	720		\$	720		
	Fire Marshal Cell X1	1.00	12.00	\$60	\$	720		\$	720		
	SSA Cell X1	1.00	12.00	\$60	\$	720		\$	720		
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OTHER ITEMS OF EXPENSE	Information Tech - Actuals	1.00	1.00	\$2400	\$	2,400		\$	2,400		
OTHER ITEMS OF EXPENSE	mputer Replacement - Actu	1.00	1.00	\$2000	\$	2,000		Ś	2,000		
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Contract No:

Page No.: 28

EXHIBIT D, SCHEDULE B STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of San Mateo

This is Schedule B of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and County of San Mateo.

FISCAL YEAR: 2025/26 to 2026/27

(See Attached)

Contract No.: 1CA07235

Page No.: 29

Exhibit D, Schedule B State Funded Resources

Name of Local Agency: County of San Mateo

This is Schedule B of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY

Fiscal Year: 2025/26 to 2026/2

Administration & Support

- 1 Unit Chief
- 1 Deputy Chief, Operations
- 1 Deputy Chief, Administration
- Staff Services Manager 1
- 2 Associate Government Program Analyst
- 4 Staff Services Analyst
- 1 Senior Personnel Specialist
- 2 Personnel Specialist
- 2 Forestry Logistics Officer
- 1 Forestry Equipment Manager
- 4 Heavy Equipment Mechanics

Emergency Command Center

- 1 Battalion Chief
- 6 Fire Captain
- 1 Communications Operator, Supervisor
- 2 Communications Operator
- 1 Research Data Specialist

Training

- 1 Battalion Chief
- 3 Fire Captain
- 1 Associate Government Program Analyst

Fire Prevention - Law Enforcement

- 1 Battalion Chief
- 3 Fire Captain
- 4 Forestry Assistant
- 2 Forestry Technician

Field Operations

- 6 Battalion Chief, Field Operations
- 1 Battalion Chief, Safety
- 28 Fire Captain, Field Operations
- 16 Fire Apparatus Engineers
- 6 Firefighter II (permanent)
- Firefighter I (9 months)
- 8 Heavy Fire Equipment Operators

Contract No.: 1CA07235

Page No.: 30

Exhibit D, Schedule B State Funded Resources

Resource Management

- 1 Forester II
- 3 Forester I
- 1 Fire Captain
- 1 Environmental Scientist
- 1 Forestry Assistant II
- 1 Staff Services Analyst

Soquel Demonstration Forest

- 1 Forester II
- 1 Forester I
- 1 Forestry Assistant II
- 2 Forestry Aid
- 1 Staff Services Analyst

Ben Lomond Camp - CDCR Crews

- 1 Division Chief
- 10 Fire Captain
- 1 Water and Sewer Plant Operator
- 1 Office Technician

Watsonville Fire Center - CCC Crew

- 3 Fire Captain
- 3 Fire Apparatus Engineer

Glenwood Fire Center - FFI Hand Crews

- 1 Division Chief
- 1 Battalion Chief
- 7 Fire Captain
- 6 Fire Apparatus Engineer
- 80 Firefighter I (9 months)
- 1 Heavy Equipment Mechanic
- 1 Water and Sewer Plant Operator
- 1 Staff Service Analyst
- 1 Stationary Engineer
- 1 Forestry Logistics Officer
- 3 Cook Specialist I
- 2 Cook Specialist II
- 3 Food Service Technician

Contractor Name: County of San Mateo Contract No: 1CA07235

Page No.: 31

EXHIBIT E DESCRIPTION OF OTHER SERVICES

EXHIBIT E

SPECIFIC SCOPE OF SERVICES, STAFFING COVERAGE AND RESPONSIBILITIES

This Fire Protection Agreement is between The California Department of Forestry and Fire Protection (CAL FIRE) and the County of San Mateo (County).

1. SERVICE DELIVERY MODEL

This agreement is for a defined "Level of Service". The Level of Service in the agreement describes the services to be provided and standards for the delivery of services. CAL FIRE will assign appropriate qualified personnel to deliver this Level of Service solely at CAL FIRE's discretion.

All permanent and limited term personnel providing services under this agreement will be CAL FIRE employees, assigned, supervised and managed by CAL FIRE. In addition, CAL FIRE employees will supervise and manage all San Mateo County Fire Department Volunteer Firefighters.

CAL FIRE staff are trained and experienced in managing all aspects of fire department and emergency services operations. All decisions will be based on providing the best fire protection services to the County.

The County will reimburse CAL FIRE for the actual cost of providing services under this agreement. The maximum costs for those services are listed in Schedule A of the agreement. The total cost shown in Schedule A is a "Not to Exceed" amount, and CAL FIRE will only invoice the County for actual costs.

2. FIRE DEPARTMENT ADMINISTRATION

San Mateo County Fire Chief

The CAL FIRE San Mateo – Santa Cruz Unit Chief will serve as Fire Chief of San Mateo County Fire Department (SMCFD). The Fire Chief's role will be to manage the department, including establishing procedures and overseeing the performance of this contract. The Fire Chief will report directly to the San Mateo County Executive Officer (CEO) or their designee.

The Fire Chief will have responsibility for assigning professional CAL FIRE staff to carry out the operation of the Fire Department and will have the authority to delegate responsibilities as they see fit.

San Mateo County Fire Department Duty Chief Coverage

CAL FIRE will provide 24-hour Duty Chief coverage, usually with a Division Chief or above. The Duty Chief is responsible for daily operations of the entire Unit, including SMCFD, and can be contacted 24/7 (immediately) via the assigned Duty Chief phone number and by contacting the Felton Emergency Command Center.

San Mateo County Fire Deputy Chief

The Fire Chief will assign a CAL FIRE Deputy Chief to serve as the Deputy Chief for SMCFD. This individual will:

- Be the designated Department Head of the SMCFD;
- Be the first point of contact for the CEO regarding issues related to SMCFD operations, emergency planning, and CAL FIRE administrative or operational coordination;
- Work closely with the CEO and other County Department Heads on routine policy, supervisory, administrative, and operational matters;
- Be responsible for supervision of day-to-day Fire Department operations, emergency response, training, and preparedness; and,
- Be directly supervised by the CAL FIRE Unit Chief.

The San Mateo County Fire Deputy Chief will also have responsibilities for programs and emergency response outside of the County and will at times not be available to the County. A Division Chief or above will be available to the County if the Deputy Chief is not. The Deputy Chief may split their time between SMCFD and Coastside Fire Protection District, an adjoining CAL FIRE cooperative local government contract.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Deputy Chief, reimbursed by the County through the Schedule A agreement.

San Mateo County Fire Assistant Chief – Operations

Within San Mateo County Fire Department jurisdiction, the Assistant Chief – Operations works at the direction of the Deputy Chief and is primarily responsible for overseeing daily emergency response operations, ensuring San Mateo County Fire Department facilities, equipment and automotive resources remain response ready.

The Assistant Chief – Operations manages the Training and EMS program, including specialized training necessary for San Mateo County Fire Department emergency response operations.

The Assistant Chief – Operations administers and coordinates the fleet, facilities and equipment program, including maintenance and replacement. Participating in the Apparatus and Equipment Committee which provide recommendations for operational replacements and enhancements. This including ensuring all facilities, tools and equipment are maintained, facility repair requests are submitted and other projects, as needed.

The Assistant Chief – Operations manages and administer the San Mateo County Fire Department Volunteer Firefighter Program including development and administration of any volunteer agreements.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Division Chief - Operations, reimbursed by the County through the Schedule A agreement.

Information Officer II

Within San Mateo County Fire Department jurisdiction, the Information Officer II works for the Deputy Chief and primarily responsible for the timely and accurate dissemination of SMCFD emergency and non-emergency information including safety-related education.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Information Officer II, reimbursed by the County through the Schedule A agreement.

Associate Government Program Analyst – Cooperative Contracts

The Associate Government Program Analyst – Cooperative Contracts (AGPA) is responsible for the cooperative fire contract management in the CAL FIRE San Mateo – Santa Cruz Unit. The AGPA coordinates Schedule A contract billings (AO-17s) and maintains Assistance By Hire (ABH) agreements for San Mateo County Fire Department-owned apparatus.

This position is included in Schedule A. The County will provide office space, operating supplies and support for this position. CAL FIRE will provide a computer assigned to the AGPA, reimbursed by the County through the Schedule A agreement.

Staff Service Analyst – Finance Services

The Staff Service Analyst – Finance Services (SSA) is responsible for assisting the County with preparing the San Mateo County Fire Department's budget and processes all San Mateo County Fire Department accounts payable for submission to the County. This includes coordinating with County fiscal services, legal and procurement departments on purchase orders and agreements and annual fix asset inventory.

This position is included in Schedule A. The County will provide office space, operating supplies and support for this position. CAL FIRE will provide a computer assigned to the SSA, reimbursed by the County through the Schedule A agreement.

Staff Service Analyst - Fleet, Facilities and Equipment

The Staff Service Analyst – Fleet, Facilities and Equipment (SSA) is responsible for administration and scheduling of fleet maintenance, facility repair and equipment maintenance for San Mateo County Fire Department-owned apparatus, facilities and equipment. This includes managing specialized software for scheduling, tracking and record keeping while working cooperatively with other County department and vendors.

This position is included in Schedule A. The County will provide operating supplies and support for this position. CAL FIRE will provide a computer and cell phone, reimbursed by the County through the Schedule A agreement.

Fire Department Administration Performance Standards

CAL FIRE will provide services in accordance with the following performance standards:

- 1. The Deputy Chief, or a designee, will attend Department Head and County meetings, when requested and available.
- 2. The Fire Chief, Deputy Chief, or designee will participate in any special projects related to the Fire Department, including Strategic Plans, Standards of Cover, Master Plans and other specialized plans or projects, upon request by the County.
- 3. The Fire Department budget will be developed and submitted in accordance with the requirements of the CEO and will include personnel and operating expenses necessary to deliver the level of service defined by the County.
- 4. All CAL FIRE employees providing service under this agreement will be trained and qualified to meet all current or anticipated safety standards, and will meet all required health and medical standards.
- 5. Purchasing, warehousing, and distribution of Fire Department equipment and supplies will be the responsibility of the Fire Department. The County may have the option of purchasing equipment and supplies by utilizing CAL FIRE purchase contracts or through the County's own purchasing system.

3. PERSONNEL MANAGEMENT

CAL FIRE will provide state civil service employees needed to manage state personnel providing services under this agreement. These employees will be under the sole direction and administration of CAL FIRE. All payroll and employment processes will be administered by CAL FIRE.

The Deputy Chief, with assistance from other CAL FIRE Division Chiefs and Battalion Chiefs, will assume day-to-day supervision responsibilities of all department employees. All assigned CAL FIRE Chief Officers will be qualified in personnel management, personnel supervision, and legal mandates relating to employees.

San Mateo County Fire Department Volunteer Firefighters are governed by County policies and supervised and administered by CAL FIRE.

The County will cover labor costs for Fire Department employees, including assigned CAL FIRE employees. "Labor costs" are costs for mandated and approved training, and both travel expenses and the cost of covering shifts behind those employees, as specified in respective employee MOUs. CAL FIRE will cover all other costs for management of CAL FIRE personnel.

Personnel Management Performance Standards

CAL FIRE will provide services in accordance with the following performance standards:

- a. CAL FIRE will provide all recruitment, testing, hiring, training and scheduling of career fire department employees needed to deliver the level of service described above.
- b. CAL FIRE will schedule employees to ensure consistent staffing per the level of service, considering vacations, holidays, sick leave, mandatory training, and requests for specialized training.
- c. CAL FIRE will be responsible for all labor relations including labor negotiations and grievance handling.
- d. CAL FIRE will develop, implement, and maintain a Respiratory Protection Program as per CAL- OSHA regulations.
- e. CAL FIRE will develop, implement, and maintain an Illness and Injury Prevention Program as per CAL-OSHA regulations.
- f. CAL FIRE will be responsible for all administrative supervision, work location assignments, career development and employee discipline.
- g. CAL FIRE will provide an Employee Assistance Program for all career staff.
- h. CAL FIRE will conduct "reasonable suspicion" drug testing program for staff subject to testing requirements.

4. FIRE MARSHALS OFFICE, FIRE PREVENTION AND INVESTIGATION

CAL FIRE will provide Fire Marshal, Fire Prevention, Law Enforcement, Education, and Hazard Reduction services provided under this agreement. The Fire Marshal - Battalion Chief, whose primary focus is on fire and life safety concerns of the department. The Fire Marshal directs staff and is charged with updating and enforcing fire regulations. When needed, law enforcement and arson investigations are conducted by CAL FIRE Unit Prevention Peace Officers, who are Peace Officers Standards and Training (POST)-certified Peace Officers and Public Officers.

Fire Marshal - Battalion Chief

The Fire Marshal - Battalion Chief works cooperatively with various County Departments and is primarily responsible for all San Mateo County Fire Department Fire Marshal and Fire Prevention services, including enforcement of all applicable fire codes, laws, ordinances, plan checks, inspections, correction notices and investigation of complaints related to fire and safety hazards. The Fire Marshal is responsible for the administration of the County Fire Knox key system and represents the County Fire Department at a variety of meetings.

The Fire Marshal – Battalion Chief may split their time between SMCFD and Coastside Fire Protection District, an adjoining CAL FIRE cooperative local government contract.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer

assigned to the Fire Marshal, reimbursed by the County through the Schedule A agreement.

Deputy Fire Marshal(s) – Fire Captains

Under the direction of the Fire Marshal, Deputy Fire Marshals (DFMs) – Fire Captains are responsible for performing fire prevention duties which include, but are not limited to, the administration and enforcement of all applicable fire codes, laws, regulations, ordinances, plan checks, inspections, correction notices, and the investigation of complaints related to fire and safety hazards. This includes inspection of all annual mandatory inspection occupancies all locations where a fire hazard may exist, including complex and complicated occupancies; enforce state and local laws, ordinances, and regulations pertaining to the prevention and control of the protection of life and property from fire, explosion, and panic.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Deputy Fire Marshal(s), reimbursed by the County through the Schedule A agreement.

Deputy Fire Marshal – Fire Captain (Wildland Urban Interface)

Under the direction of the Fire Marshal, the Deputy Fire Marshal (DFM) – WUI Fire Captain is responsible for performing fire prevention duties related to the Wildland Urban Interface (WUI) including working cooperatively with the San Mateo County FireSafe Council, and other organizations on defensible space, chipping, vegetation management, home hardening, evacuation planning, complaints, Community Risk Reduction certification, FireWise communities, community engagement and education for areas at risk of wildfire.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Deputy Fire Marshal, reimbursed by the County through the Schedule A agreement.

Forestry Assistant II

The Forestry Assistant II is primarily responsible for assisting with vegetation management and fuels treatment projects within San Mateo County Fire Department jurisdiction. Under the supervision of the Unit Forester, the San Mateo County Fire Forestry Assistant II is responsible for planning, organizing, developing, directing, and administering hazardous fuel reduction projects throughout San Mateo County while working collaboratively with a variety of stakeholders.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating

supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Forestry Assistant II, reimbursed by the County through the Schedule A agreement.

Fire Marshals Office, Fire Prevention and Investigation Performance Standards:

CAL FIRE will provide services according to the following performance standards:

- a. CAL FIRE will make recommendations to the County, coordinate adoption of appropriate California Fire Code and appropriate Municipal codes.
- b. CAL FIRE will make recommendations to the County on permit and fees pertaining to Fire Marshal Services.
- c. CAL FIRE will conduct Fire Safety Plan Checks on new construction within County Fire jurisdiction. Appropriate fire safety laws will be utilized under current County ordinance and adopted fire code. Design reviews and construction plan reviews will be conducted prior to construction. On-site inspections will occur during construction with a final inspection completed at the end of construction. This process will be coordinated with County Planning and Building Staff.
- d. The Fire Marshal, and staff will work closely with the County Planning Department in review of new subdivisions, water systems, development, building plan review, and inspection of existing public occupancies that are regulated and come under the authority of the adopted fire code.
- e. CAL FIRE will conduct occupancy Inspections on commercial occupancies within County Fire jurisdiction, identifying target hazards such as schools, hotels, care facilities, and public occupancies.
- f. CAL FIRE will conduct required state-mandated annual occupancy inspections, and report these inspections to the County annually.
- g. CAL FIRE will conduct pre-plans for various occupancy types within San Mateo County Fire jurisdiction, identifying key response information such as fire alarm location, access, hazards, KnoxBox locations, contact information and other pertinent information. The County will maintain a specialized software application for use by CAL FIRE to collect and maintain pre-plan data.
- h. CAL FIRE will aggressively work to preserve or enhance the existing Insurance Services Office (ISO) rating. This rating is based on a number of fire department components including training, staffing, equipment, dispatch and municipal water systems and is used as a factor in determining fire insurance rates for insurance customers.
- CAL FIRE will conduct Special Event Fire Safety Inspections as necessary. This will
 include fireworks display inspections, inspections of temporary structures and maximum
 occupancy inspections of event venues. The Fire Marshal, or designee, will perform
 these inspections.
- j. CAL FIRE will work with County Code Enforcement for enforcement of weed abatement-related issues.

- k. A CAL FIRE Peace Officer or Public Officer will enforce fire laws. A trained engine company officer will conduct preliminary investigations of all fires. A qualified fire investigator will investigate any fires that have a large dollar loss, injury or death or are suspicious. The Fire Department will investigate arson fires in full cooperation with the San Mateo County Sheriffs Office.
- I. CAL FIRE will provide Fire Safety Education including public safety messages, school programs, community event displays and public presentations, when requested. The school programs will include visits to private and public preschool and primary grade children. Fire station tours will also be available.
- m. CAL FIRE will work with the County to maintain department-related information on the San Mateo County Fire Department website, hosted by the County.
- n. CAL FIRE Geographical Information System (GIS) support will be utilized in pre-fire planning, strategic planning and automatic aid agreement maps.
- o. CAL FIRE will work with County department to work towards attaining a Fire Risk Reduction Community Certification, pursuant to 14 CCR 1268.00-1268.04 and the State Fire Marshal Office.
- p. CAL FIRE will attend and participate, on behalf of San Mateo County Fire Department, the San Mateo County Fire Prevention Officers Association.
- q. CAL FIRE will attend and participate in San Mateo County FireSafe Council, coordinate chipping events in San Mateo County Fire Department jurisdiction, collaborate on wildfire vegetation management and fuel reduction projects, and handle complaints related to defensible space and hazardous vegetation.
- r. CAL FIRE will work cooperatively with communities in attaining FireWise certification.
- s. CAL FIRE will administer the San Mateo County Knox key system. The County is responsible for the equipment necessary to maintain the Knox key system.

5. TRAINING AND PARAMEDIC SUPERVISOR

The San Mateo County Fire Department Training and EMS Division are CAL FIRE employees who are responsible to coordinate the initial and ongoing training required for CAL FIRE employees and County Fire Volunteers to maintain certification and proficiency.

CAL FIRE San Mateo – Santa Cruz Unit provides a Training Battalion Chief who is responsible for the overall training plan for the Unit, at no cost to the County. Courses include structure fire protection, emergency medical services, hazardous materials response, confined space rescue, cliff rescue, Incident Command System, various other State Fire Marshal courses, and National Wildfire Coordinating Group courses, as well as locally developed classes.

Additional training services are provided at the CAL FIRE Academy, located in lone, and through CAL FIRE Regional training programs located throughout the state.

CAL FIRE also has access to non-CAL FIRE training centers throughout the state and a wide variety of classes for Job-Required, Job-Enhancement, Career Development and Upward Mobility courses.

The County is responsible for EMS Paramedic Supervision and specialized training needed for CAL FIRE personnel assigned to the San Mateo County Fire Department to meet the requirements of this agreement.

Training Services Performance Standards

CAL FIRE will provide services according to the following performance standards:

- a. CAL FIRE will ensure that all members of the San Mateo County Fire Department are trained and certified to the levels necessary to carry out the requirements of this agreement.
- b. CAL FIRE will ensure that those providing training to the San Mateo County Fire Department are qualified and and/or certified to provide that training.
- c. CAL FIRE will participate in and conduct interagency training courses and drills with adjoining fire agency providers on a scheduled basis, in order to improve regional response efforts and interoperability of equipment and personnel including an annual Truck Academy.
- d. CAL FIRE will evaluate each employee's training, education, and work experience to develop an appropriate Training Plan. Training for employees will be based on identified needs.
- e. CAL FIRE will ensure that training provided emphasizes the types of responses typical for the County. Examples of this training include cliff rescue, local orientation, hazardous materials, etc.
- f. CAL FIRE will deliver training in a variety of formats, including periodic refreshers, continuing education, and re-certification drills and courses.
- g. CAL FIRE will maintain training records in accordance with Cal-OSHA and CAL FIRE standards.

Battalion Chief – Training/EMS

Under the direction of the Division Chief – Operations, the Battalion Chief – Training/EMS is primarily responsible for overseeing a variety of training and Paramedic program oversight.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Battalion Chief, reimbursed by the County through the Schedule A agreement.

Fire Captain – Training

Under the direction of the Battalion Chief – Training/EMS, the Fire Captain – Training is primarily responsible for the implementation of a variety of training for both career and volunteer firefighters.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Fire Captain, reimbursed by the County through the Schedule A agreement.

Staff Service Analyst - Training

Under the direction of the Unit Training Battalion Chief, the Staff Service Analyst – Training is primarily responsible for the tracking and records management of career and volunteer personnel including the administration of the online training management platform. This is a cost-shared position with other Schedule A contracts within.

This position is included in Schedule A. The County will provide operating supplies and support for this position. CAL FIRE will provide a computer assigned to the SSA, reimbursed by the County through the Schedule A agreement.

6. EMERGENCY RESPONSE OPERATIONS

CAL FIRE will provide San Mateo County a full array of emergency response operations services under this agreement including, but not limited to:

- a. Firefighting, including structure, vehicle, wildland, and other fires;
- b. Emergency medical services at a Basic Life Support level and Advanced Life Support levels;
- c. Cliff rescue services:
- d. Vehicle accident rescue, including extrication; and,
- e. Hazardous materials basic response;
- f. Incident Command.

CAL FIRE will provide all emergency response operations services 24 hours per day, 7 days per week for the duration of this agreement as follows:

- a. Four (4) staffed Advanced Life Support (ALS) engine companies, staffed with three personnel, include at least one licensed Paramedic and two EMT's (or higher), at Fire Station 17 (Highlands), Fire Station 18 (Cordilleras), Fire Station 58 (Skylonda) and Fire Station 59 (Pescadero).
- b. One (1) Advanced Life Support (ALS) truck/rescue company, staffed with four personnel, including at least one licensed Paramedic and three EMT's (or higher) at Fire Station 17 (Highlands).
- c. One (1) Battalion Chief, staffed with one person, licensed at the EMT level, or higher at Fire Station 17 (Highlands).

CAL FIRE will co-locate State-funded fire apparatus at San Mateo County Fire Department Fire Station 17, Station 58 and Station 59. State fire apparatus includes fire engines, bulldozers (with transport and tender), Battalion Chiefs and utility vehicles. State fire apparatus rent credit will be applied to Schedule A of this agreement.

State funded fire apparatus and personnel are primarily responsible for the prevention, fuel reduction and suppression of vegetation fires on State Responsibility Area (SRA) lands. When not assigned to SRA fire prevention or suppression activities, these apparatus and personnel may provide emergency response assistance for San Mateo County Fire Department incidents.

Battalion Chief(s)

Under the direction of the Division Chief – Operations, the Battalion Chief(s) is primarily responsible for the day-to-day management and supervision of on-duty staffed and volunteer fire apparatus, including emergency response. The Battalion Chief(s) is responsible 24/7 for emergency response and takes command on large/complex incidents.

This position is included in Schedule A. The County will provide office space, vehicle, mobile and portable radios, protective equipment, a cellular-enabled tablet, operating supplies and support for this position. CAL FIRE will provide a cellular phone and computer assigned to the Battalion Chief(s), reimbursed by the County through the Schedule A agreement.

Fire Captain(s) and Fire Captain(s) (Paramedic)

Under the direction of the Battalion Chief(s), the Fire Captain/Fire Captain (Paramedic) is a front-line emergency response position providing fire, rescue and EMS services. This position is primarily responsible for overseeing and leading at the company-level (Engine or Truck/Rescue) and is considered a Company Officer.

These positions are included in Schedule A. The County will provide on-duty living space, portable radios, protective equipment for these positions.

Fire Apparatus Engineer(s) and Fire Apparatus Engineer(s) (Paramedic)

Under the direction of the Fire Captain/Fire Captain (Paramedic), the Fire Apparatus Engineer/Fire Apparatus Engineer (Paramedic) is a front-line emergency response position providing fire, rescue and EMS services. This position is primarily responsible for driving and operating fire apparatus. This position is considered a Company Officer when a Fire Captain is not available.

These positions are included in Schedule A. The County will provide on-duty living space, portable radios, protective equipment for these positions.

Firefighter II(s)

Under the direction of the Company Officer, the Firefighter II is a front-line emergency response position providing fire, rescue and EMS services on emergency response fire apparatus.

These positions are included in Schedule A. The County will provide on-duty living space, portable radios, protective equipment for these positions.

Emergency Response Operations Performance Standards

CAL FIRE will provide services according to the following performance standards:

- a. The Department will respond to emergency calls within the County Fire jurisdiction, with an operational goal for the first unit to arrive in accordance with the San Mateo County Prehospital Advanced Life Support (ALS JPA) response time requirements for urban, rural and remote response times.
- b. Scheduled Staffing Level CAL FIRE will schedule a daily minimum of sixteen (16) trained and qualified career firefighters, 24-hours per day, assigned to SMCFD Department apparatus, and one (1) Battalion Chief Officer.
- c. The Department will ensure the appropriate response resources are assigned to emergency incidents through the San Mateo County Automatic Aid Agreement and San Mateo County Fire Chiefs Deployment and Alarm Plan.
- d. The County Fire "must cover" stations, as determined by the San Mateo County Fire Chiefs Association, will have resources through the County Fire Chiefs Deployment Plan.
- e. Battalion Chief(s) and/or Division Chief(s) will respond to all appropriate emergency calls 24 hours per day, seven days per week. "Appropriate" calls include greater alarm and complex incidents and will be pre-identified in response plans.
- f. A CAL FIRE Company Officer and/or Chief Officer will respond to the County Emergency Operations Center (EOC) when requested by the County through the Unit's Duty Chief or County Fire Deputy Chief.
- g. CAL FIRE will provide qualified Fire Department Public Information Officers to emergencies when appropriate and ensure incident and emergency information is sent through CAL FIRE public information channels.
- h. CAL FIRE will administer mutual and automatic aid agreements and interagency mutual aid training exercises including:
 - San Mateo County Fire Service Automatic Aid Agreement
 - CAL FIRE Mutual Threat Zone Agreement
 - Santa Cruz County Fire Department Automatic Aid Agreement
 - California Fire Services Mutual Aid Agreements
 - Mutual training exercises with other fire agencies.
- i. CAL FIRE will represent the County Fire's interests at the County Fire Chief's Association as well as various ad hoc working groups intended to maintain and/or improve emergency response, disaster planning, or fire and life safety issues on a regional or county-wide scale.

j. CAL FIRE will complete all required reports for San Mateo County Fire Department incidents, including National Fire Incident Reporting System reporting, EMS Patient Care reporting requirements, and Fire Investigation reports.

7. FLEET MANAGEMENT

The County of San Mateo owns the SMCFD apparatus and are responsible for the cost of necessary maintenance and repairs arising from ordinary, day-to-day use, CAL FIRE will schedule and coordinate the maintenance and repairs. The CAL FIRE Fleet Analyst will work closely with the fleet maintenance vendor for preventative maintenance and repairs for all heavy fire apparatus.

The CAL FIRE Fleet Analyst will work closely with County Public Works staff on light vehicle preventative maintenance.

Should the County desire to contract with CAL FIRE for vehicle maintenance in the future, a modification to this contract would be necessary.

SMCFD Fleet are available for Assistance-By-Hire (ABH) to CAL FIRE for rental when conditions necessitate (such as large fires or pre-positioning). All SMCFD apparatus will be rented by CAL FIRE in accordance with the ABH agreements.

SMCFD specialized vegetation management apparatus (such as masticator and water trailer) may be used by CAL FIRE for vegetation management and fuel reduction projects within the San Mateo – Santa Cruz Unit.

The Fire Chief is authorized to assign staff and chief officers vehicles to personnel that may include overnight home storage to ensure specialized tools/equipment or qualifications are readily available for immediate emergency response.

CAL FIRE will be responsible for completion of County Accident Reporting requirements, in accordance with County procedures and requirements.

Fleet Deployment Plan

Command and Support Vehicles					
Quantity	Туре	Ownership	Maintenance	Use	
2	Command SUV/Pickup	County	County	Front-line	
1	Fire Marshal SUV/Pickup	County	County	Front-line	
1	Paramedic Coord. SUV/Pickup	County	County	Front-line	
4	Fire Prevention SUV/Pickup	County	County	Front-line	
1	Info Officer SUV/Pickup	County	County	Front-line	
1	Training Officer SUV/Pickup	County	County	Front-line	

San Mated	County Fire Station 17			
Quantity	Туре	Ownership	Maintenance	Use
1	Type 1 Engine	County	County	Front-line

1	Type 1 Engine	County	County	Reserve
1	Type 1 Truck	County	County	Front-line
1	Medium Rescue	County	County	Front-line
1	Type 3 Engine (ordered)	County	County	Front-line
1	Utility Pickup	County	County	Support
1	Supply Logistics Vehicle	County	County	Support
3	Battalion Chief SUV/Pickup	County	County	Front-line
1	Battalion Chief SUV/Pickup	County	County	Reserve
1	Breathing Support Unit	County DEM	County DEM	Front-line
2	Antique Parade Engines	County	County	Special Events

San Mated	County Fire Station 18			
Quantity	Туре	Ownership	Maintenance	Use
1	Type 1 Engine	County	County	Front-line
1	Type 1 Engine	County	County	Reserve
1	Type 3 Engine	County	County	Front-line
1	Utility Pickup	County	County	Support

San Mateo County Fire Station 58					
Quantity	Туре	Ownership	Maintenance	Use	
1	Type 1 Engine	County	County	Front-line	
1	Type 1 Engine	County	County	Reserve	
1	Water Tender	County	County	Front-line	
1	ERV w/trailer	County	County	Front-line	
1	Utility SUV	County	County	Front-line	
1	Chainsaw Trailer	County	County	Support	
1	Fuel Reduction Trailer	County	County	Support	
1	Masticator	County	County	Support	
1	Water Trailer	County	County	Support	

San Mated	County Fire Station 59			
Quantity	Туре	Ownership	Maintenance	Use
1	Type 1 Engine	County	County	Front-line
1	Type 1 Engine	County	County	Reserve
1	Type 6 Engine	County	County	Front-line
1	Light Rescue	County	County	Front-line
1	Utility Pickup	County	County	Front-line
1	ERV w/trailer	County	County	Front-line

San Mateo County Fire Station 55 – Loma Mar Volunteers					
Quantity	Туре	Ownership	Maintenance	Use	
1	Type 2 Engine	County	County	Front-line	

1	Type 6 Engine	County	County	Front-line
1	Utility Pickup	Loma Mar	County	Support

La Honda	La Honda Volunteer Fire Brigade – Fire Station 57					
Quantity	Туре	Ownership	Maintenance	Use		
1	Type 1 Engine	Co-owned	County	Front-line		
1	Type 3 Engine	La Honda	County	Front-line		
1	Type 5 Engine	La Honda	County	Front-line		
1	Water Tender	County	County	Front-line		
1	Light Rescue	County	County	Front-line		
1	Utility Pickup	La Honda	La Honda	Support		
1	ERV w/trailer	La Honda	La Honda	Support		

Kings Mo	Kings Mountain Volunteer Fire Brigade – Fire Station 56					
Quantity	Туре	Ownership	Maintenance	Use		
1	Type 1 Engine	Co-Owned	County	Front-line		
1	Type 3 Engine	Co-Owned	County	Front-line		
1	Water Tender	County	County	Front-line		
1	Light Rescue	Co-Owned	County	Front-line		

Fleet Replacement

The County of San Mateo is responsible to maintain adequate funding for the replacement of SMCFD vehicles, apparatus and equipment which have reached the ends of their useful lives.

The County agrees to plan for replacement of vehicles as follows:

- a. Type 1 Fire Engines and Trucks replace every 15 years
- b. Type 2/3 and Type 5/6 Fire Engines replace every 20 years
- c. Water Tenders and Rescues replace every 20 years
- d. Small Emergency Response Vehicles (ERV) units replace every 15 years
- e. Command Vehicles, Pickups, and SUV replace every 7 years or 125,000 miles

Decisions to replace vehicles, apparatus and equipment will be made by the County, with input from CAL FIRE. However, CAL FIRE will have the authority to place vehicles, apparatus and equipment out of service if they are deemed unsafe by CAL FIRE at its reasonable discretion. CAL FIRE will provide the County with a Vehicles, Apparatus, and Equipment Replacement Report detailing anticipated replacement of SMCFD vehicles, apparatus and equipment, along with approximate costs, by March 1 of each year of this agreement.

Fleet Maintenance Performance Standards:

CAL FIRE will schedule preventative maintenance according to the following performance standards:

- a. CAL FIRE will prepare equipment specifications for new equipment
- b. CAL FIRE will ensure that daily, monthly, and yearly preventative maintenance inspections are performed.
- c. CAL FIRE will ensure that CHP-mandated compliance inspections are completed.
- d. CAL FIRE will supervise repairs as needed, and remain within budgeted amounts
- e. CAL FIRE will coordinate maintenance and repairs with County staff and vendors.
- f. The County will provide the fuel cards needed for SMCFD apparatus to participate in the County fuel program.
- g. The County is responsible for owning and maintaining vehicle lifts needed for vehicle maintenance.

The County will cover the costs for parts and labor needed to inspect, maintain and repair County-owned vehicles, including scheduled preventative maintenance and repairs.

8. DISPATCHING AND TELECOMMUNICATIONS SUPPORT

SMCFD resources will be dispatched as a member agency of the ALS JPA through a contract with Public Safety Communications. The CAL FIRE San Mateo – Santa Cruz Unit Emergency Command Center (ECC) will provide backup dispatch services for SMCFD facilities and resources, in the event of an interruption of service at County Public Safety Communications.

CAL FIRE staffs the ECC 24 hours-per-day with a Battalion Chief, Fire Captains, and Communications Operators. CAL FIRE ECC will be utilized for the single ordering point for all large-scale wildland fire emergencies within the SMCFD jurisdiction. CAL FIRE ECC will maintain the IROC qualifications for all CAL FIRE employees assigned to the SMCFD.

The County will provide and maintain a Computer Aided Dispatch (CAD) interface at CAL FIRE ECC and notify CAL FIRE of all incidents within SMCFD jurisdiction, including all vegetation fires. The County will also provide a Mobile Data Terminal (MDT) to CAL FIRE ECC for notification and access to incident information.

CAL FIRE ECC is responsible for apparatus accountability, incident number generation, incident report tracking and response statistics for SMCFD incidents and resources to meet the specific requirements of the National Fire Incident Reporting System.

Communications Operator

CAL FIRE will employ an individual in the State Communications Operator classification to serve in the Unit Emergency Command Center. This individual will:

- h. Provide backup dispatch of emergency resources to incidents throughout the Unit;
- i. Interact with other agencies and members of the public over the phone;
- j. Work closely with PSC to minimize response times;

- k. Maintain accurate IROC qualification rosters;
- I. Enter incident information for incident reporting requirements.

This position is included in Schedule A. The County will provide operating supplies and support for this position.

Dispatching and Telecommunication Support Services Performance Standards

CAL FIRE will provide services according to the following performance standards:

- a. CAL FIRE ECC staff will provide backup dispatch fire and emergency medical services, of SMCFD resources, and make all notification to other agencies necessary to mitigate fires, rescues, medical emergencies and other incidents in the County Fire jurisdiction.
- b. The County will participate in the ALS JPA mobile data terminal program and application. This system is used for receiving dispatch information, providing routing to an incident, providing command and control tools and Automatic Vehicle Location (AVL) for digital resource identification. Costs for hardware, software and support of the system is the responsibility of the County.
- c. County-owned base station radios, handheld and mobile radios, and pagers carried by fire department response personnel will be configured at County expense to the CAL FIRE primary dispatch frequency and meet CAL FIRE standards.
- d. CAL FIRE ECC will enter all SMCFD incidents and incidents in other jurisdictions where SMCFD apparatus is assigned into the CAL FIRE CAD system for tracking, accountability and generation of an incident number for reporting purposes, in accordance with the National Fire Incident Reporting System requirements.
- e. CAL FIRE will be responsible for producing, validating, and updating Geographical Information System (GIS) based maps to ensure accurate dispatching for fire resources.
- f. CAL FIRE will develop and maintain statistics and records of emergency calls within the County Fire jurisdiction.
- g. CAL FIRE will maintain status-keeping of Fire Department resource and produce a daily staffing report.
- h. CAL FIRE will provide a 24-hour point of contact for media contacts.
- i. CAL FIRE will provide the County with access to radio frequencies licensed to the State of California.

9. VOLUNTEER FIREFIGHTER PROGRAMS

The San Mateo County Volunteer Firefighter programs are important to the County of San Mateo. CAL FIRE recognizes the importance of these programs in providing additional local fire protection in the community.

CAL FIRE will work closely with County staff in maintaining and enhancing these programs. CAL FIRE recognizes there are both SMCFD Volunteers assigned to the Loma Mar Fire Station 55, and two independent Volunteer Fire Companies (VFCs) in La Honda and Kings Mountain.

Volunteer Firefighter Program Performance Standards

CAL FIRE will provide services according to the following performance standards:

- a. The SMCFD Volunteer Program in Loma Mar will be administered by CAL FIRE and managed on a day-to-day basis by a CAL FIRE company officers and Battalion Chiefs.
- b. CAL FIRE will ensure that Loma Mar Volunteer Firefighters maintain their skills through annual recertification of existing and annual testing and interviewing of prospective new Volunteers.
- c. CAL FIRE will host Volunteer Fire Academy, when necessary.
- d. CAL FIRE will work cooperatively with the County to establish and maintain a Loma Mar Company 55 Volunteer Handbook.
- e. CAL FIRE will work with County staff, including Risk Management, when onboarding new Loma Mar Volunteers, in accordance with the Loma Mar Company 55 Program Handbook, including annual updates to the roster to ensure County Workers Compensation Coverage.
- f. CAL FIRE will provide supervision, management and administration of the Loma Mar Volunteer Firefighter program.
- g. CAL FIRE will manage issuance of safety clothing and equipment, which will be provided by the County.
- h. CAL FIRE will adhere to the VFC Memorandum of Understanding (VFC MOU) between the County and the two VFCs (La Honda and Kings Mountain).
- i. CAL FIRE will participate in any updates or revisions to the VFC MOU and provide recommendations based on the best interests of SMCFD and the service provided.

10. FACILITIES

The County of San Mateo currently owns and operates five fire stations:

- a. Fire Station 17, 320 Paul Scannell Drive, San Mateo, CA 94402
- b. Fire Station 18, 300 Edmonds Road, Redwood City, CA 94062
- c. Fire Station 55, 8879 Pescadero Creek Road, Loma Mar, CA 94060
- d. Fire Station 58, 17290 Skyline Blvd., Woodside, CA 95062
- e. Fire Station 59, 1200 Pescadero Creek Road, Pescadero, CA 94060

Administrative offices for the Fire department are located at Fire Station 17.

CAL FIRE and the County of San Mateo agree that department facilities will be maintained, and improved, if necessary, to ensure workplace health and safety.

Facilities Performance Standards

CAL FIRE will provide services according to the following performance standards:

a. The County will continue, at its discretion, the existing Capital Improvement project for construction of a new fire station in Pescadero.

- b. The County will provide reasonable maintenance services to all County fire stations.
- c. CAL FIRE and the County will work within budget constraints to ensure appropriate working conditions in existing facilities.
- d. CAL FIRE and the County will jointly review facilities to ensure suitability, adherence to codes and safe practices, and CAL-OSHA regulations.
- e. CAL FIRE may provide staff reports with recommendations for changes to facilities and anticipated future needs.
- f. CAL FIRE and the County will work within budget constraints to maintain facilities and coordinate repairs as needed.
- g. The County will continue to allow Fire Marshal's Office personnel workspace in the Planning and Building Department office at County Center, unless both CAL FIRE and the County agree on a different location.
- h. The County agrees to cover all facility operating, maintenance and repair costs, including utilities.
- i. The County agrees that because fire stations are residences for firefighters, they must be designed and equipped as such, including furniture and equipment for relaxation and recreation.
- j. Basic station upkeep and cleaning supplies will be purchased and provided by CAL FIRE from June through November, each year. The County will provide basic station cleaning and upkeep supplies from December through May each year.
- k. CAL FIRE agrees to own and maintain a state base station radio at all SMCFD stations, except Loma Mar Station 55, including a station alerting system.
- I. The County agrees to own and maintain a County base radio at all SMCFD stations, including a station alerting system, in accordance with ALS JPA requirements.
- m. The County agrees to own the furnishings within the SMCFD stations; CAL FIRE will recommend when replacements or improvements are necessary.

11.TOOLS AND EQUIPMENT

Currently, the County owns a variety of firefighting tools and equipment in its inventory necessary for the Fire Department to operate. All tools and equipment assigned to SMCFD apparatus are owned by the County. The County is responsible for the cost of the ongoing maintenance of the Fire Department tools and equipment as well as replacement of necessary personal protective equipment (PPE), including structural firefighting gear, helmets, gloves, boots, goggles, which are established for the protection of firefighters. CAL FIRE standards are set at or above nationally accepted standards for these items and will be utilized by the department in providing services under this agreement.

Tools and Equipment Performance Standards

CAL FIRE will provide services according to the following performance standards:

a. Self-Contained Breathing Apparatus (SCBAs) are a key component in protecting firefighters working in hazardous environments. The County acknowledges the critical

- nature of SCBAs and agrees to replacement of SCBAs and their component parts when they are no longer serviceable, no longer meet current CAL FIRE and/or NFPA standards, or when their continued use presents a threat to firefighter safety.
- b. The County is responsible for the cost of SCBA flow testing, CAL FIRE is responsible for scheduling and implementing the SCBA flow testing, annually.
- c. The County is responsible for the cost of SCBA bottle hydrostatic testing, CAL FIRE is responsible for the scheduling and implementation of SCBA bottle hydrostatic testing.
- d. The County agrees to cover all costs for purchase, maintenance and replacement of equipment, tools, radios, SCBAs, and required Personal Protective Equipment used by career firefighters and volunteers regularly assigned to the SMCFD. The County shall not be obligated to cover costs of equipment, tools, radios, SCBAs, and other PPE used by career firefighters and volunteers who are regularly assigned to entities other than the SMCFD.
- e. The County is responsible for the cost of required inspections, maintenance and repair of SMCFD PPE; CAL FIRE with work with PPE maintenance vendors and retain records.
- f. The County agrees to be responsible for the cost ofnecessary drones/unmanned aerial devices (UAS) and required maintenance, for CAL FIRE personnel for use on SMCFD emergency incidents, and for other Fire Department related purposes, upon agreement by the Deputy Chief and CEO.
- g. The County will be responsible for the cost of life safety rope rescue equipment, CAL FIRE agrees to inspect all life-safety rope, maintain rope records and recommend replacement, as needed.
- h. The County will be responsible for the cost of necessary ladders assigned to SMCFD apparatus and required maintenance, CAL FIRE is responsible for the scheduling and administering annual ladder maintenance.
- i. The County will be responsible for the cost of the hose, appliances, fixtures, and nozzles assigned to SMCFD apparatus, CAL FIRE is responsible for the annual testing of hose, including documentation and record of testing.
- j. The County will be responsible for the cost of fire extinguishers assigned to SMCFD apparatus and stations, and required maintenance; CAL FIRE is responsible for the scheduling annual extinguisher testing.
- k. The County be responsible for the cost of gas monitors assigned to SMCFD apparatus, and required maintenance; CAL FIRE is responsible for the scheduling and records of calibration.
- I. The County be responsible for the cost of mobile and portable radios assigned to San Mateo County Fire apparatus, stations, and CAL FIRE personnel (assigned to the SMCFD program), and required maintenance; CAL FIRE is responsible for the scheduling of maintenance and program, as needed.
- m. The County will be responsible for the cost of necessary EMS equipment, and required maintenance; CAL Fire is responsible for the scheduling of maintenance of the EMS equipment.

- n. The County shall be responsible for the cost of maintaining SCBA filling air compressor systems, both mobile and fixed; CAL FIRE shall schedule the annual air compressor inspections and retain records.
- o. The County will be responsible for the cost of specialized rescue tools and equipment, and required maintenance; CAL FIRE is responsible for the scheduling of maintenance, as needed.

12. HARDWARE AND SOFTWARE

Currently, the County uses a variety of hardware and software needed to fulfill the mission of the Fire Department. Hardware and software is used by both CAL FIRE and the County for specific purposes.

CAL FIRE and the County will work closely to ensure the most appropriate hardware and software is provided for CAL FIRE personnel assigned to SMCFD, in accordance with policy, agreements and best practices.

Hardware and Software Performance Standards

- a. CAL FIRE shall provide the necessary desktop and laptop computers as well as state IT approved software for CAL FIRE personnel assigned to the SMCFD program.
- b. CAL FIRE shall provide the IT support necessary for state-owned IT hardware used for SMCFD purposes.
- c. The County agrees to be responsible for the cost of Mobile Data Terminal (MDT) tablets used on SMCFD apparatus including the hardware, software licenses, accessories and cellular connections, required maintenance of MDTs and replacement when deemed necessary.
- d. The County agrees to be responsible for the costs involved in providing, maintaining and replacing (when necessary) the MDT computers used by CAL FIRE personnel to roster PSC Versaterm staffing and access incident information.
- e. The County agrees to be responsible for the cost of tablets and cellular connection to portable iPads used for inspections and incident command for SMCFD-assigned CAL FIRE personnel as recommended by the Deputy Chief.
- f. The County agrees to be responsible for the cost of software licenses and/applications necessary for SMCFD-assigned CAL FIRE personnel to fulfill the mission of the Department, including:
 - a. Fire Inspections and Pre Plans
 - b. Fire Code and Standards
 - c. Incident Command and Apparatus Status
 - d. Fleet Maintenance and Asset Inventory
 - e. Mobile Router Maintenance
 - f. Knox Key System
 - g. Medical Device Management
 - h. Accounts payable records management
 - i. Drone/UAS Management

j. Other software applications as agreed to by the Deputy Chief and CEO

13. QUALITY ASSURANCE

CAL FIRE has systems in place to document, compile, and maintain statistics and records of many of its activities and programs. This information is utilized to analyze program effectiveness and fiscal responsibility. Information gathered is used at local and state levels.

Pursuant to the wishes of the County Board of Supervisors and/or CEO, written formal reports can be provided, detailing the accomplishments and performance of the Fire Department.

Quality Assurance Performance Standards

CAL FIRE will provide services according to the following performance standards, when requested:

- a. Fire Department status reports and/or Department updates.
- b. Reports listing numbers of calls for service by type and average response times.
- c. Statistical analyses of fire cause and fire prevention/education focus.
- d. After-action reports and critiques of significant or major incident activity.
- e. Expenditure and fiscal reports.
- f. Reports to the County Board of Supervisors summarizing the accomplishments, activities, and programs of the Fire Department will be prepared and submitted as requested by the CEO.

CAL FIRE will provide these services at no cost to the County.