

LG-1/LG-1A ROUTING CHECKLIST

Local Government Emergency Service Reimbursement Agreements
Rev. 07/2011

Preliminary Preparation – Electronic PDF Format

UNIT

Prepares electronic Agreement Package for initial review. Email these forms to the Local Government Agreements Outlook mailbox.

- Std.215
- LG-1 or LG-1A
- Exhibit D, Schedules required
- Draft Resolution – if possible
- \$5 Million Legislative Agreement Summary (LG-L)

REGION OFFICE

Reviews electronic package for completeness; notifies Unit of necessary changes.

ACQUISITION SERVICES (BSO)

Reviews the electronic version for general contract requirements; notifies LGP of necessary changes.

COOPERATIVE FIRE

Local Government Program reviews for completeness, accuracy, and compliance with department policy. Gathers input from BSO and notifies Unit of necessary changes.

Final Preparation – After Approval by LGP and BSO

UNIT

Prepare hard copies of Agreement per instructions below and route to LGP.

Prepare 3-signed **Std. 215s** (Contract Transmittal) forms.

For an New contract prepare **5 LG-1** -signed by the authorized local agency official. (All original signatures)

For an AMENDMENT contract prepare **5 LG-1A** - signed by the authorized local agency official (all original signatures)

Complete Exhibit D, Schedules A, B, C, D and E. (that are required) and attach copies to each agreement.

Provide 2 copies of insurance coverage. If self-insured, include signed Exhibit D, Schedule E.

Provide 2 copies of Bd. Resolution/Bd. Minutes authorizing local agency official to execute the LG-1/LG-1A. (See Sample Resolution)

Review package for completeness. Date and initial the **Routing Checklist** (this form).

Unit Chief recommends execution of the LG-1/LG-1A by signing the **CAL FIRE Review Certification Memo**. Place the **Certification Memo** form on top of complete package and forward to LGP.

Agreements \$5M and over per FY prepare **Legislative Agreement Summary (LG-L)** form. Place this form on top of complete package and forward to LGP.

The additional documentation listed below is required by CAL FIRE. Do not include these documents in the page counts.

- CAL FIRE Review Certification Memo (signatures)
- Routing Checklist (this form)
- Resolution or Minutes (provide 2 copies)
- Insurance Certificate (provide 2 copies)

COOPERATIVE FIRE PROGRAM

LGP reviews for completeness, accuracy, and compliance with department policy. Date and initial the **Routing Checklist**.

Recommends execution by signatures of LG Deputy Chief and Coop Staff Chief on the **CAL FIRE Review Certification Form** and forwards package to Assistant Deputy Director (ADD), Cooperative Fire Protection, Training & Safety.

ADD executes agreement for the department by signing all copies of the **LG-1 or LG-1A**.

Deputy Director for Management Services signs memo to DGS that certifies contract is critical to state mission.

Coop Fire Program retains one photocopy of contract for files.

Forwards complete package to BSO.

ACQUISITION SERVICES (BSO)

Logs and stamps LG-1/LG-1A.

Reviews for general contract requirements.

Retains suspense copy of complete package in contract file.

Forwards (2) Std.215, (4) LG-1/LG-1A to Department of General Services Insurance and/or Legal.

Receives 2 or 3 fully executed copies of the LG-1/LG-1A from Department of General Services.

Final Distribution- After DGS approval

ACQUISITION SERVICES (BSO)

BSO transmits suspense copy of the LG-1/LG-1A to the Accounting office.

BSO retains 1 fully executed LG-1/LG-1A in contract file.

BSO transmits notice of completed contract along with copy of DGS approved LG-1/LG-1A signature page and Routing Checklist to the LGP and the Accounting Office.

BSO forwards at least (1) original and copies if available of the fully executed LG-1/LG-1A to the Region Office.

UNIT

Forwards 1 fully executed original copy of the LG-1/LG-1A to the Local Agency.

Retains one fully executed copy of the LG-1/LG-1A for the Unit files.

Memorandum

To : Mark Tolbert
Cooperative Fire Programs

Date: November 8, 2012

Website: www.fire.ca.gov

From : **Department of Forestry and Fire Protection**

Subject : 2500 CONTRACTING PROCEDURES
2550 Contracts, Agreements and Leases
Review Certification for Local Government and Wildland Agreements

I have read and reviewed the attached agreement.

Contract Name: County of San Mateo
Contract Number: 1CA01943 FY:2012/13

UNIT CHIEF

Signature

John E. Ferreira
Printed Name

Date

DEPUTY CHIEF, Cooperative Fire Program

Signature

Mark Tolbert
Printed Name

Date

STAFF CHIEF, Cooperative Fire Programs

Signature

Dan Sendek
Printed Name

Date

**LOCAL GOVERNMENT EMERGENCY SERVICE AGREEMENT
LEGISLATIVE SUMMARY**

LG-L (New 11/10)

1. AGREEMENT NAME County of San Mateo		2. AGREEMENT # 1CA01943							
3. AGREEMENT VALUE 6,583,849.00		4. FISCAL YEAR 2012-13							
5. NUMBER OF POSITIONS ASSOCIATED WITH THE AGREEMENT: 48.2									
6. DOES THIS AGREEMENT EXPAND UPON A PREVIOUSLY EXISTING AGREEMENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>									
7. STATUS OF AGREEMENT: NEW <input checked="" type="checkbox"/> RENEWAL / AMENDMENT <input type="checkbox"/>									
8. UNIT San Mateo & Santa Cruz		9. PREPARED BY J.E. Ferreira							
10. COOPERATIVE AGREEMENT ANALYSIS RATING FORM SCORE <table border="0"><tr><td><input checked="" type="checkbox"/> HIGHLY APPROPRIATE 43 - 33</td><td><input type="checkbox"/> APPROPRIATE 32 - 22</td><td><input type="checkbox"/> MARGINALLY APPROPRIATE 21 - 15</td></tr><tr><td colspan="3">Please provide detail below in subjective factors</td></tr></table>				<input checked="" type="checkbox"/> HIGHLY APPROPRIATE 43 - 33	<input type="checkbox"/> APPROPRIATE 32 - 22	<input type="checkbox"/> MARGINALLY APPROPRIATE 21 - 15	Please provide detail below in subjective factors		
<input checked="" type="checkbox"/> HIGHLY APPROPRIATE 43 - 33	<input type="checkbox"/> APPROPRIATE 32 - 22	<input type="checkbox"/> MARGINALLY APPROPRIATE 21 - 15							
Please provide detail below in subjective factors									
11. DEGREE TO WHICH AGREEMENT ALIGNS WITH CAL FIRE BASE MISSION (PRC §§ 713 AND 714): This Cooperative Agreement enhances the CAL FIRE mission of maintaining an integrated staff to accomplish fire protection, contract fire protection, associated emergency services, assistance in civil disasters and other non-fire emergencies, and establishing and maintaining facilities for the performance of fire protection and fire prevention.									
12. SUBJECTIVE FACTORS THAT INFLUENCED THE DIRECTOR'S DECISION: Adjacent to and surrounded by SRA. Ability to share positions with adjacent agency that is also CAL FIRE (Coastside FPD). Ability to share responsibility for fire prevention and vegetation management activities.									

COOPERATIVE AGREEMENT RATING FORM (8552.2.2)

(No. 98 April 2011)

	FIRE PROTECTION CHARACTERISTICS OF THE LOCAL RESPONSIBILITY AREA	RATING RANGE	SCORE
1	Geographic Relationship to CAL FIRE Direct Protection	0 to 4	4
2	Land Use and Development	0 to 4	4
3	Population Density	0 to 2	2
4	Economic and Social Relationship to Watershed and Natural Resources	0 to 2	2
5	Insurance Services Office Rating	0 to 2	1
6	Fire Safety Planning	0 to 2	2
7	Specialized Services	0 to 4	1
EFFECTS ON CAL FIRE			
8	Initial Attack on SRA	0 to 5	5
9	Depth and Flexibility	0 to 6	5
10	Dispatch and Communication	0 to 4	2
11	Administration	0 to 2	2
12	Support Services	0 to 2	1
13	Fire Prevention	0 to 2	2
14	Training	0 to 2	1
	TOTAL POSSIBLE:	43	
	TOTAL:		34
	Highly Appropriate	33 – 43	X
	Appropriate	22 - 32	
	Marginally Appropriate	15 – 21	
	Inappropriate	0 - 14	

AGREEMENT SUMMARY

STD 215 (Rev 06/2011)

AGREEMENT NUMBER

AMENDMENT NUMBER

1CA01943

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

2. FEDERAL I.D. NUMBER

County of San Mateo

3. AGENCY TRANSMITTING AGREEMENT

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

Forestry and Fire Protection

San Mateo-Santa Cruz

013028

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Dan Reagan, (916) 654-6833

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO☒ YES (If YES, enter prior contractor

County of San Mateo

name and Agreement Number)

1CA01142

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Fire Protection Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

California Department of Forestry and Fire Protection (CALFIRE) shall provide fire protection services pursuant to Public Resources Code Sections 4142 and/or 4144.*This Local Governments Wildland/Agreement falls under two of the exceptions listed in the DGS Administrative Order 06-06-1.**"The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."**"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."*

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☒ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement		12/13			\$6,583,849.00

OBJECT CODE

AGREEMENT TOTAL \$6,583,849.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

*I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.*PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE



\$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/12	6/30/13	\$ 6,583,849.00	EXEMPT
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 6,583,849.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 06/2011)

13. BIDDING METHOD USED:

- ☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- ☐ SOLE SOURCE CONTRACT ☐ EXEMPT FROM BIDDING ☒ OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* **Reimbursement**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A


15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**Not Applicable. This is a reimbursement agreement with a local agency.****17. JUSTIFICATION FOR CONTRACTING OUT (Check one)**

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- ☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

*Justification:***Not Applicable. This is a reimbursement agreement with a local agency.**

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE <input checked="" type="checkbox"/> N/A ON FILE
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A		22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A
23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any) <input checked="" type="checkbox"/> NO <i>(Explain below)</i> <input type="checkbox"/> YES <i>(If YES complete the following)</i> DISABLED VETERAN BUSINESS ENTERPRISES: % OF AGREEMENT <input type="checkbox"/> We have determined that the contractor has made a sincere good faith effort to meet the goal. <i>Explain:</i> Schedule A and Wildland agreements are exempt from DVBE requirements per SCM Section 8.12		
24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i>		SMALL BUSINESS REFERENCE NUMBER
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by local agency. Local agency has control over the approval based on fiscal and board restraints; this includes an extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.		
<p align="center"><i>I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.</i></p>		
SIGNATURE/TITLE 		DATE SIGNED

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 05/2011

AGREEMENT NUMBER **1CA01943**

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, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: \$ 6,583,849.00
Six million, five hundred eighty three thousand, eight hundred, forty nine dollars and zero cents

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	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	24	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

County of San Mateo

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Adrienne J. Tissier, President, Board of Supervisors

ADDRESS

400 County Center, Redwood City, CA 94063

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

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
Name:	John Ferreira	Name:	Peggy Jensen
Phone:	831-335-6700	Phone:	650-363-4598
Fax:	831-335-4053	Fax:	650-363-1916

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

CAL FIRE Unit Chief:	John Ferreira	Local Agency:	County of San Mateo
Section/Unit:	San Mateo-Santa Cruz	Section/Unit:	County Manager's Office
Attention:	Scott Jalbert	Attention:	Peggy Jensen, Dep. Co. Manager
Address:	P.O. Drawer F-2 Felton, Ca. 95018	Address:	400 County Center, Redwood City, CA 94063
Phone:	831-335-6701	Phone:	650-363-4598
Fax:	831-335-4053	Fax:	650-363-1916

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.

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)

☒ 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) 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.

☐ 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency 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.

☒ 4) 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.

☒ 5) Land Use/ Pre-Fire Planning Services – 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.

☒ 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 7) 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)

☒ 8) 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 State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director 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 may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- 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.
- 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.

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.

- 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. It is mutually agreed that if the LOCAL AGENCY or the STATE Budget Act of the current year or any subsequent years covered under this agreement does not appropriate sufficient funds, this agreement shall be of no further force and effect. In this event, the STATE shall have no liability to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY or the STATE Budget Act, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an agreement amendment to the LOCAL Agency to reflect the reduced amount.
- C. Notwithstanding the foregoing provisions (paragraphs A and B) under this clause, the LOCAL AGENCY remains responsible for payment for services rendered by the STATE. The LOCAL AGENCY is responsible for immediately notifying the STATE in writing of budgetary changes.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: 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. **AMENDMENT**: 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 thirty (30) 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 intends to 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.

- 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 Chief Executive Officer (or designated representative) of each organization 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.

- 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.
9. **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. **CHILD SUPPORT COMPLIANCE ACT**: "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."

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:

- A. 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.
- D. 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.

- 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. **CONFLICT OF INTEREST**: 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):

- 1) 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.
- 2) 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):

- 1) 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. **LABOR CODE/WORKERS' COMPENSATION**: 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. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

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

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.
- ☒ **B. 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.

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

EXHIBIT D, SCHEDULE A
LOCAL FUNDED - STATE RESOURCES
FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: 1CA01943

Index: 1700

PCA: 17710

Fiscal Year: 2012/2013

This is Schedule A of Cooperative Agreement originally dated July 1, 2012, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

County Fire Estimate #1

PCA 17710
THIS IS SCHEDULE A OF THE COOPERATIVE AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
AND SAN MATEO COUNTY, A LOCAL AGENCY

PERSONAL SERVICES														
Line Personnel		No.	Classification	Mos.	Monthly Rates			a x b(c+d+e)	f x g	Extended	a x h x i	a x j	(H+K).2887	f+g+h+k+l
					Salary	Edu.	Long.	Annual Salary	Benefits	Duty Week	Annual EDWC	Medic Incent.	Annual	Annual Total
					6th step	Inc.	(est. 5%)		62.79%	Comp.			29.15%	
Belmont FFS	2	Captain	12		\$4,609	\$75	\$23	\$112,969	\$70,933	\$2,202	\$57,252	\$1,660	\$17,173	\$259,987
	1	FC Pmedic	12		\$4,912	\$75	\$25	\$60,139	\$37,761	\$2,345	\$30,485	\$6,000	\$830	\$146,092
	2	FAE Pmedic	12		\$4,285	\$75	\$0	\$104,640	\$65,703	\$2,050	\$53,300	\$7,200	\$1,660	\$250,623
	3	Engineer	12		\$4,003	\$75	\$0	\$146,808	\$92,181	\$1,917	\$74,763	\$2,490	\$2,490	\$338,761
	PLP Reduction 4.756%				(\$19,784)					(\$10,251)				(\$30,035)
Skylonda FFS	2	Captain	12		\$4,609	\$75	\$23	\$112,969	\$70,933	\$2,202	\$57,252	\$1,660	\$17,173	\$259,987
	3	FAE Pmedic	12		\$4,285	\$75	\$0	\$156,960	\$98,555	\$2,050	\$79,950	\$10,800	\$2,490	\$375,935
	3	Engineer	12		\$4,003	\$75	\$0	\$146,808	\$92,181	\$1,917	\$74,763	\$2,490	\$2,490	\$338,761
	PLP Reduction 4.756%				(\$19,427)					(\$10,068)				(\$29,495)
	1	Captain	12		\$4,609	\$75	\$23	\$56,485	\$35,467	\$2,202	\$28,626	\$830	\$8,586	\$129,994
Cordilleras FFS	1	FC Pmedic	12		\$4,912	\$75	\$25	\$60,139	\$37,761	\$2,345	\$30,485	\$6,000	\$830	\$146,092
	3	FAE Pmedic	12		\$4,285	\$75	\$0	\$156,960	\$98,555	\$2,050	\$79,950	\$10,800	\$2,490	\$375,935
	1.5	Engineer	12		\$4,003	\$75	\$0	\$73,404	\$46,090	\$1,917	\$37,382	\$1,245	\$1,245	\$169,380
	1	FF II	12		\$3,509	\$75	\$0	\$43,008	\$27,005	\$1,685	\$21,905	\$830	\$6,627	\$99,375
	PLP Reduction 4.756%				(\$18,177)					(\$9,422)				(\$27,599)
Pescadero FFS	1	FC Pmedic	12		\$4,912	\$75	\$25	\$60,139	\$37,761	\$2,345	\$30,485	\$6,000	\$830	\$146,092
	1	Captain	12		\$4,609	\$75	\$23	\$56,485	\$35,467	\$2,202	\$28,626	\$830	\$8,586	\$129,994
	3	FAE Pmedic	12		\$4,285	\$75	\$0	\$156,960	\$98,555	\$2,050	\$79,950	\$10,800	\$2,490	\$375,935
	2	Engineer	12		\$4,003	\$75	\$0	\$97,872	\$61,454	\$1,917	\$49,842	\$1,660	\$15,013	\$225,841
	1	FF II	12		\$3,509	\$75	\$0	\$43,008	\$27,005	\$1,685	\$21,905	\$830	\$6,627	\$99,375
Number of line employees		31.5												
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics		14												
Number of line employees		31.5	subtotal of line employee compensation											
Number of Paramedics														

OPERATING EXPENSES

SCHEDULE A-PRC 4144

Contractor Name: County of San Mateo
Contractor No: 1CA01943
Page No.: 18

<u>Communications</u>				<u>No.</u>	<u>Type</u>	<u>Mos.</u>	<u>Rate</u>	<u>Annual cost</u>
Felton HQ				1	Telephone	12	\$333	Contractual \$3,996
Felton HQ				1	Telephone	12	\$150	Contractual \$1,800
Felton HQ,CALNET				1	Telephone	12	\$123	Contractual \$1,476
Pescadero FFS				1	Telephone	12	\$100	Contractual \$1,200
Skylonda FFS				1	Telephone	12	\$154	Contractual \$1,848
Training				1	Telephone	12	\$31	Contractual \$372
Chiefs				4	Cellular	12	\$260	Contractual \$3,120
Fire Marshal				2	Cellular	12	\$145	Contractual \$1,740
Training				2	Cellular	12	\$90	Contractual \$1,080
Subtotal Communications								\$16,632 s
<u>Travel</u>							County Business	
								\$8,000
Subtotal Travel								\$8,000 t
<u>Facilities</u>							Supplies/maintenance	
Belmont							Supplies/maintenance	\$1,000
Skylonda							Supplies/maintenance	\$1,000
Cordilleras							Supplies/maintenance	\$1,000
Pescadero							Supplies/maintenance	\$1,000
Subtotal Facilities								\$4,000 u
<u>Utilities</u>							Electricity (pro rata)	\$6,600
Belmont							Electricity (pro rata)	\$3,000
Pescadero							Electricity (pro rata)	\$3,600
Skylonda							Electricity (pro rata)	\$3,600
Felton Headquarters							Electricity (pro rata)	\$3,600
Belmont							LPG (pro rata)	\$2,400
Subtotal Utilities								\$19,200 v
Consultant & Professional Services and Personal Care - Interdepartmental								
Comm. Driver's Lic. Holder Drug i								
Uniform Allowance				0	HEM			\$0
Prot. Clothing Allowar				1	HEM			\$0
Tool Allowance				0	HEM Prot. Clothing			\$450
Foodstuffs				0	HEM Tool Allowance			\$0
Foodstuffs					All Stations			\$6,028
Quarterming & Housekeeping					Training			\$500
Laundry					All Stations			\$1,100
Safety Gear					All Stations			\$1,470
Subtotal Personal Care								\$2,000 w
								\$11,548
<u>Vehicles</u>								
Fuel								\$35,000
								\$35,000 x
Subtotal Vehicles								\$35,000
<u>Miscellaneous</u>								
Postage								\$2,250
Equipment Rental								\$1,000
Printing								\$500
General Expense								\$2,000
General Expense								\$5,000
General Expense								\$4,000
General Expense								\$2,000
General Expense								\$500
Subtotal Miscellaneous								\$17,250 y
Subtotal Operating Expenses								sum of s thru y \$111,630 z
Personnel Services and Operating Expenses								r + z \$4,726,579
Administrative Charge 11.51%								\$544,029
Subtotal Schedule "A"								\$5,270,608
Facility Operations - Station Rent - Contractual								CREDIT -18,000
Total Schedule A PCA 17710								\$5,252,608

Previous Est. FY 2011/12 \$5,368,451
Difference (est.) (\$115,843)

EXHIBIT D, SCHEDULE A
LOCAL FUNDED - STATE RESOURCES
FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: 1CA01943

Index: 1700

PCA: 17711

Fiscal Year: 2012/2013

This is Schedule A of Cooperative Agreement originally dated July 1, 2012, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SCHEDULE A-PRC 4144

17711

PERSONAL SERVICES

Benefits @ 29.15%

\$1,320

\$6,643

\$3,333

\$1,300

\$12,596

11/8/2012 6:04 PM

EXHIBIT D, SCHEDULE A
LOCAL FUNDED - STATE RESOURCES
FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: 1CA01943

Index: 1700

PCA: 17730

Fiscal Year: 2012/2013

This is Schedule A of Cooperative Agreement originally dated July 1, 2012, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

PERSONAL SERVICES											
Line Personnel											
No.	Classification	Mos.	Monthly Rates			a x b(c+d+e)	f x .6279	Extended Duty Week	a x h x 13	a x \$830	(i+j+k).2887
			Salary	Edu. Inc.	Long. (est. 1%)	Annual Salary	Benefits	Comp.	EDWC	Uniforms Annual	Benefits Annual
0	Captain	12	\$4,609	\$75	\$46	\$0	\$0	\$2,202	\$0	\$0	\$0
1	FC Paramedic	12	\$4,912	\$75	\$49	\$60,433	\$37,946	\$2,345	\$30,485	\$830	\$10,877
3	FAE Paramedic	12	\$4,285	\$75	\$0	\$156,960	\$98,555	\$2,050	\$79,950	\$2,490	\$27,179
2.5	Engineer	12	\$4,003	\$75	\$0	\$122,340	\$76,817	\$1,917	\$62,303	\$2,075	\$282,301
2	Firefighter II	12	\$3,509	\$75	\$0	\$86,016	\$54,009	\$1,685	\$43,810	\$1,660	\$13,255
PLP Reduction 4.756%			(\$19,832)					(\$10,286)			
Number of line employees			8.5							subtotal of line employee compensation	
Number of Paramedics			4								\$973,440
Command & Control Personnel											
0	Asst. Chief *	12	\$7,659	\$75	\$57	\$0	\$0	\$2,828	\$0	\$0	\$0
0.4	Batt. Chief	12	\$5,869	\$75	\$44	\$28,742	\$18,047	\$2,280	\$11,856	\$332	\$3,553
0	Batt. Chief	12	\$5,869	\$75	\$44	\$0	\$0	\$2,280	\$0	\$0	\$0
0	Training Officer	12	\$4,609	\$75	\$35	\$0	\$0	\$2,202	\$0	\$0	\$0
0.2	Batt. Chief	12	\$5,869	\$75	\$44	\$14,371	\$9,024	\$2,280	\$5,928	\$166	\$1,776
0.2	Captain	12	\$4,609	\$75	\$35	\$11,325	\$7,111	\$2,202	\$5,725	\$166	\$1,717
PLP Reduction 4.756%			(\$2,533)					(\$1,117)			
Number of Command Employees			0.8							subtotal of command employee compensation	
Support Personnel											
0.2	Vehicle Maint	0	\$4,311			\$0	\$0	\$420	0	\$0	\$0
0.2	Clerical, Training	12	\$3,209			\$7,702	\$4,750			\$0	\$12,452
0.2	Clerical, reception	0	\$2,770			\$0	\$0			\$0	\$0
0.2	Clerical, Personnel	12	\$3,209			\$7,702	\$4,750			\$0	\$12,452
0.2	ECC Operator	12	\$4,033		\$90	\$9,679	\$4,993	night differential \$87	\$12	\$209	\$106
Number of support Employees			1							subtotal of support employee compensation	
Unplanned Overtime											
			-			\$50,000	1.45%	\$725	-		
OPERATING EXPENSES											
Travel			-			-	CSA Business	-			
Facilities			-			-	In Schedule "C"	-			
Utilities			-			-	In Schedule "C"	-			
Consultant & Professional Services and Personal Care			-			-	In Schedule "C"	-			
Vehicles			-			-	In Schedule "C"	-			
Miscellaneous			-			-	In Schedule "C"	-			
Foodstuffs			-			-	In Schedule "C"	-			
sum of s thru y			-			-		-			
r + z			-			-		-			
Previous FY (11/12) Difference (est.)			-\$1,350,046 (\$31,401)					-			
Total Schedule A PCA 17730			-			-		-			

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, 2012, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2012/2013 to 2012/13

1	Unit Chief
2	Division Chiefs
4	Battalion Chiefs
1	Battalion Chief-Training
1	Battalion Chief-Prevention
1	Battalion Chief-Dispatch
4	Fire Captains-Dispatch
1	Fire Captain-Prevention
1	Fire Captain-Pre-fire Engineering
1	Forestry Equipment Manager
4	Heavy Fire Equipment Operators
1	Forestry Logistics Officer
1.5	Office Assistant
1	Personnel Services Specialist
1	Accounting Technician
23	Fire Captains
2	Fire Captains (6 months)
4	Fire Apparatus Engineers
0.6	Fire Apparatus Engineers (2 @ 3.5 months each)
43.2	Firefighters I (5 months)
1	Forester II
2	Foresters I

Stations and Engine Crews

Belmont	Big Creek	Burrell	Corralitos
Fall Creek	Pescadero	Jamison Creek	Saratoga Summit
Soquel	Skyllonda		

Ben Lomond Youth Conservation Camp

1	Division Chief
10	Fire Captains
1	Heavy Equipment Mechanic
1	Office Technician

Soquel Demonstration State Forest

1	Forester I
1	Forestry Assistant II
0.5	Office Technician

EXHIBIT D, SCHEDULE C

LOCAL FUNDED RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: County of San Mateo

This is Schedule C of Cooperative Agreement originally dated July 1, 2012, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2012/13 to 2012/13

(See Attached)

CR13 Adopted Book {SYS} {3580D, Fire Protection Services}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
3580D	Fire Protection Services						
2537	IFR - Fire Protection Fund	6,073,876	2,928,048	6,637,443	5,229,699	(1,407,744)	5,229,699
2500	Interfund Revenue	6,073,876	2,928,048	6,637,443	5,229,699	(1,407,744)	5,229,699
2658	All Other Miscellaneous Reve	2,918	7,439				
2600	Miscellaneous Revenue	2,918	7,439				
TOTREV	Total Revenue	6,076,794	2,935,486	6,637,443	5,229,699	(1,407,744)	5,229,699
TOTSRC	TOTAL SOURCES	6,076,794	2,935,486	6,637,443	5,229,699	(1,407,744)	5,229,699
4512	Workers Comp Experience C	144	284	379	1,982	1,603	1,982
4000	Salaries and Benefits	144	284	379	1,982	1,603	1,982
5121	Clothing & Uniforms	173	121	24,000	24,000		24,000
5165	Medical/Dental Supplies	1,551	1,333	9,000	9,000		9,000
5171	Other Clinical Expense			1,000	1,000		1,000
5191	Outside Printing & Copy Svc			600	600		600

CR13 Adopted Book {SYS} {3580D, Fire Protection Services}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
5193	General Office Supplies	4,633	3,397	5,200	5,200		5,200
5195	Subscriptions & Periodicals	905	296	2,500	2,500		2,500
5196	Photocopy Lease & Usage	3,604	1,859	5,000	5,000		5,000
5197	Postage & Mailing Expense	543	580	1,500	1,500		1,500
5212	Computer Equipt <\$5000			5,000	5,000		5,000
5232	Professional Tools & Equipme			40,000	40,000		40,000
5234	Office Furniture & Equipment			1,000	1,000		1,000
5332	Professional Groups & Assns	588		2,000	2,000		2,000
5413	Motor Vehicle Equipment Mai	72,091	44,800	140,000	140,000		140,000
5416	Fuel & Lubrication	43,762	48,516	40,000	40,000		40,000
5424	Radio/Telecomm Equipt Main	20,956	4,006	20,000	20,000		20,000
5428	Misc Repairs & Maintenance	28,691	25,529	45,000	45,000		45,000
5435	Concrete, Tile & Masonry Exp	90					
5455	Other General Maintenance E	47,638	15,910	67,000	67,000		67,000
5457	Landscape/Garden Expense	679	1,185	1,000	1,000		1,000
5517	Miscellaneous Rents & Lease	5,683	5,143	135,189	135,189		135,189
5631	Electric & Gas Utilities	10,016	8,987	15,000	15,000		15,000
5632	Heating & Emergency Fuels	8,012	3,809	5,000	5,000		5,000
5634	Scavenger & Recycling Servi	6,857	3,548	10,800	10,800		10,800
5635	Water Service	4,780	3,800	6,000	6,000		6,000
5636	Haz/Bio Waste Disposal	614	324				
5641	Telephone Charges	31,083	24,391	30,000	30,000		30,000
5724	Other Business Travel Expen			1,000	1,000		1,000
5733	Train & Educ Materials/Suppl	5,066	7,713	18,000	18,000		18,000
5814	Contract Office Support Svcs	404					

CR13 Adopted Book {SYS} {3580D, Fire Protection Services}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
5815	Contract Fire Protection	5,538,082	2,615,279	5,466,723	4,322,066	(1,144,657)	4,322,066
5872	In-House Admin & Acctg Serv	35,000		31,000	31,000		31,000
5969	Other Special Dept Expense	26,558	11,127	25,000	25,000		25,000
5000	Services and Supplies	5,898,057	2,831,652	6,153,512	5,008,855	(1,144,657)	5,008,855
6265	Misc Other Contributions	35,570	5,348	55,000	55,000		55,000
6711	Radio Service Charges	1,824	1,368	1,824	1,824		1,824
6712	Telephone Service Charges	5,640	4,262	7,820	5,462	(2,358)	5,462
6713	Automation Services-ISD	281	312	547	226	(321)	226
6714	County Facility Rental Charge	26,615	19,961	26,615	26,052	(563)	26,052
6722	Copy Center Charges	39					
6724	Auto Liability Insurance	21,984	15,455	20,609	26,072	5,463	26,072
6725	General Liability Insurance	37,068	27,803	37,071	37,071		37,071
6728	County Property Insurance	22,128	16,596	22,127	17,155	(4,972)	17,155
6000	Other Charges	151,148	91,105	171,613	168,862	(2,751)	168,862
7311	Fixed Assets - Equipment	27,445	5,007	311,939	50,000	(261,939)	50,000
7000	Fixed Assets	27,445	5,007	311,939	50,000	(261,939)	50,000
GRSAPP	Gross Appropriations	6,076,794	2,928,048	6,637,443	5,229,699	(1,407,744)	5,229,699
NETAPP	Net Appropriations	6,076,794	2,928,048	6,637,443	5,229,699	(1,407,744)	5,229,699
TOTREQ	TOTAL REQUIREMENTS	6,076,794	2,928,048	6,637,443	5,229,699	(1,407,744)	5,229,699

CR13 Adopted Book {SYS} {3580D, Fire Protection Services}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
NETCC	NET COUNTY COST		(7,439)				

CR13 Adopted Book {SYS} {3560D, County Service Area #1}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
3560D	County Service Area #1						
1021	Current Yr Secured	1,964,762	1,165,947	1,840,035	1,941,327	101,292	1,941,327
1031	Current Yr Unsecured	112,873	115,377	112,873	114,835	1,962	114,835
1033	Prior Yr Unsecured	(18)	4,207				
1041	CY SB 813 Secured Supplem	24,481	16,422	24,062	24,062		24,062
1042	CY SB 813 Unsec Suppleme	746					
1043	PY SB 813 Redemption	1,733					
1045	PY SB 813 Unscured Suppler	446					
1000	Taxes	2,105,022	1,301,953	1,976,970	2,080,224	103,254	2,080,224
1521	Interest Earned	16,874	8,163	15,000	15,000		15,000
1500	Use of Money and Property	16,874	8,163	15,000	15,000		15,000
1831	Homeowners Property Tax Re	13,963	6,942	13,963	13,215	(748)	13,215
1600	Intergovernmental Revenues	13,963	6,942	13,963	13,215	(748)	13,215
2439	Other Special Charges	91,720	59,946	93,000	93,000		93,000
2000	Charges for Services	91,720	59,946	93,000	93,000		93,000
2659	Rebates and Refunds		6,306				
2600	Miscellaneous Revenue		6,306				

CR13 Adopted Book {SYS} {3560D, County Service Area #1}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
TOTREV	Total Revenue	2,227,579	1,383,311	2,098,933	2,201,439	102,506	2,201,439
333	Fund Balance	1,482,989		1,600,567	1,499,923	(100,644)	1,499,923
TOTSRC	TOTAL SOURCES	3,710,568	1,383,311	3,699,500	3,701,362	1,862	3,701,362
5121	Clothing & Uniforms			5,000	5,000		5,000
5131	PIN Warrants	45					
5165	Medical/Dental Supplies		1,702	1,000	1,000		1,000
5193	General Office Supplies	3,978	2,917	3,000	3,000		3,000
5195	Subscriptions & Periodicals	515	1,153				
5196	Photocopy Lease & Usage	264	359	5,802	5,802		5,802
5197	Postage & Mailing Expense		9				
5232	Professional Tools & Equipme	136		1,200	1,200		1,200
5322	Jury Fees		100				
5332	Professional Groups & Assns		500				
5413	Motor Vehicle Equipment Mai	24,920	9,522	34,000	34,000		34,000
5424	Radio/Telecomm Equipt Main	1,906	5,693	2,400	2,400		2,400
5428	Misc Repairs & Maintenance	5,655	10,362	10,000	15,000	5,000	15,000
5455	Other General Maintenance E	2,524	6,589	3,800	3,800		3,800
5483	Contract Custodial Services	3,200	6,000	10,000	10,000		10,000
5631	Electric & Gas Utilities	1,366		2,000	2,000		2,000
5634	Scavenger & Recycling Servi	6,689	3,968	6,000	6,000		6,000
5635	Water Service	77		1,700	1,700		1,700

CR13 Adopted Book {SYS} {3560D, County Service Area #1}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
5641	Telephone Charges	9,269	4,795	11,000	11,000		11,000
5733	Train & Educ Materials/Suppl	158	2,346	5,000	5,000		5,000
5815	Contract Fire Protection	1,386,276	663,338	1,541,062	1,473,442	(67,620)	1,473,442
5816	Contract Police Protection	637,208	644,690	637,208	644,690	7,482	644,690
5872	In-House Admin & Acctg Serv	15,000		19,000	19,000		19,000
5969	Other Special Dept Expense	10,789	6,807	15,000	15,000		15,000
5000	Services and Supplies	2,109,974	1,370,850	2,314,172	2,259,034	(55,138)	2,259,034
6712	Telephone Service Charges			125	125		125
6713	Automation Services-ISD	27	56	27	56	29	56
6000	Other Charges	27	56	152	181	29	181
GRSAPP	Gross Appropriations	2,110,001	1,370,906	2,314,324	2,259,215	(55,109)	2,259,215
NETAPP	Net Appropriations	2,110,001	1,370,906	2,314,324	2,259,215	(55,109)	2,259,215
8821	General Reserves (Non-Gen	1,600,567		1,385,176	1,442,147	56,971	1,442,147
8700	Non-General Fund Reserves	1,600,567		1,385,176	1,442,147	56,971	1,442,147
TOTREQ	TOTAL REQUIREMENTS	3,710,568	1,370,906	3,699,500	3,701,362	1,862	3,701,362
NETCC	NET COUNTY COST		(12,404)				

CR13 Adopted Book {SYS} {3560D, County Service Area #1}

Object	Line Name	Actual 2010-11	Actual 2011-12 03/31/12	Revised 2011-12	Adopted 2012-13	Change 2012-13	Adopted 2013-14
--------	-----------	-------------------	-------------------------------	--------------------	--------------------	-------------------	--------------------

EXHIBIT D, SCHEDULE D
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY: County of San Mateo

Fiscal Year: 2012/2013

(See Attached)

SAN MATEO VEHICLE LIST							Updated 7-12-12				
SM #	LIC #	RADIO	YEAR	MAKE	MODEL	VIN #		LOCATION	Mileage		
SMX06	369523	R-117	1992	KME	FTH-1250	1K9AF4280PN058773		CORDILLERAS S18	117,745		
SMX07	1109074	ME-59	2001	HME	FTH-1250	44KFT4289WZ19502		PESCADERO S 59	71,043		
SMX15	652589	WT-56	1975	INTNL	WT-2500	42740YB14510		KINGS MTN C56	24,656		
SMX16	1157587	P-1722	2003	FORD	4X4 WGN	1SMZU72K732B4436			123,420		
SMX17	O18002	E-17	1995	SPARTN	FTH-1500	4S7AT9D05SC016110		BELMONT S 17	174,391		
SMX18	1179159	D-1703	2002	FORD	SEDAN	2FAFP71 N73X115644			34,108		
SMX19	1133344	P-1723	2001	CHEVY	4X4 PU	2GCEK19V011346866			183,800		
SMX20R	293138	R-17	1993	GMC	RESCUE	1GDKC34N2PJ502189		HALF MOON BAY			
SMX21	293139	R-59	1993	GMC	RESCUE	1GDKC34N7PJ502334		PESCADERO S 59	69,310		
SMX22	O17268	U-59	1995	GMC	4X4 PU	1GTEK19H2SE535836		BELMONT S 17	189,359		
SMX24	O43238	U-17	1996	FORD	4X4 WGN	1FMEU15H3TLB85626		BELMONT S 17	180,726		
SMX25	O43237	D-1706	1996	FORD	4X4 WGN	1FMEU15H5TLB85627		S. Richmond	202,599		
SMX28	990102	R-56	1997	FORD	RESCUE	1FDLF47G9VEB54749		KINGS MTN C56	11,961		
SMX29	345165	U-56	1991	FORD	Utility			KINGS MTN C56			
SMX31	492717	WT-58	1979	FORD	WT-3000	W90AVFE7996		SKYLONDA S58	579,699		
SMX36	293137	U-55	1994	GMC	RESCUE	1GDKC34N7RJ501560		LOMA MAR C55	10,974		
SMX37	107162	BR-317	1990	INTNL	FTH-500	1HTSDZ3R8LH237744		BELMONT S 17	25,672		
SMX40	202782	E-57	1988	INTNL	FTH-500	1HTLDZ3NXKH601680		LA HONDA C57	24,253		
SMX41	NONE	NONE	1968	BAKER	FORKLIFT			BELMONT S 17	N/A		
SMX44	209201	E-55	1988	INTNL	FTH-1000	1HTLDZ3N7KH640274		LOMA MAR C55	15,729		
SMX45	346252	E-2922	1990	FORD	FTH-1000	1FDYD80U5LVA23432		SAR SUMMIT S21	32,037		
SMX55	755024	E-357	2004	INTNL	FTH-1250	1HTWEAZN65J169721		LA HONDA C57	10,296		
SMX56	988747	R-1731	1997	FORD	REPAIR	1FDKF37C5YEB5791		BELMONT S 17	123,489		
SMX57	1010109	ME-58	1997	PIERCE	FTH-1250	1FV6HLCB9WH915009		SKYLONDA S58	125,425		
SMX58	1010179	E-56	1997	PIERCE	FTH-1250	1FV6HLCB7WH919008		KINGS MTN C56	13,391		
SMX60	1013889	ME-18	1998	PIERCE	FTH-1500	4P1CT02S6WA000825		Cordilleras S18	148,865		
SMX61	915168	NONE	1999	CARSON	TRAILER	4HXL50810XC014090		HONOR CAMP	N/A		
SMX63	1107709	U-57	2001	FORD	PU	1FTNX21L31ED80087		LA HONDA C57	31,644		
SMX65	1113241	U-1753	2003	FORD	PU	3FTNX21L93MB49403			100,839		
SMX68	E959545	WT-57	2003	kenworth	WT-3000	1NKDLBOX33R393511		LA HONDA	7,078		
SMX69	1196119	E-217	2004	Hi-Tech	FTH-1500	457AT2F924C046879		BELMONT	74,239		
SMX70	1196077	E-356	2003	FRTLNR		1FVDBN13574DM96727		Kings Mtn	7,930		
SMX71	1326321	B-1711	2008	FORD	4X4 SUV	1FMFU16568LA44534		J. Norton	65,493		
SMX72	1326320	B-1723	2008	FORD	4X4 SUV	1FMFU16555LA44535			45,852		
SMX73	1333201	B-1715	2009	FORD	4X4 SUV	1FMFK16549EB27195		J. Pearl	36,613		
SMX74		RES-57	2010	FORD	4X4 F550	1FDAF5HR2AEB01186		LA HONDA	3,798		

Contractor Name: County of San Mateo
Contract No.: 1CA01943
Page No.: 34

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2012, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: County of San Mateo

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the 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 in LG1, Page 2.

FISCAL YEAR: 2012/13 to 2012/13

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature

See Attached

Printed Name

Title

Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature

See Attached

Printed Name

Title

Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature

See Attached

Printed Name

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

Contractor Name: County of San Mateo

Contract No.: 1CA01943

DATE (MM/DD/YYYY)
10/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James+Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596 0B11974		CONTACT NAME: PHONE (A/C, No, Ext): (925) 943-3264 FAX (A/C, No): (925) 932-4260 E-MAIL ADDRESS:	
INSURED The County of San Mateo 455 County Center Redwood City, CA 94063-1663 650-363-4387		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Co of State of PA INSURER B: Safety National Casualty Corp INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19429 15105

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6907974 SIR \$1M	5/22/12	5/22/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			6907974 SIR \$1M	5/22/12	5/22/13	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$
	<input checked="" type="checkbox"/> ALLOWED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE					
	DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP-4043997	5/22/11	5/22/13	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				AGGREGATE \$
							<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The CAL FIRE, State of California, its officers, agents, employees and servants are included as additional insureds, per the attached endorsement, for the purposes of the CAL FIRE contract for County Fire Services.

CERTIFICATE HOLDER

CANCELLATION

CAL FIRE
P.O. Drawer F-2
Felton, CA 95018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT No. 32

This endorsement, effective 12:01 AM: May 22, 2012

Forms a part of policy no: 6907974

Issued to: COUNTY OF SAN MATEO

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

**ADDITIONAL INSURED ENDORSEMENT
(Insured Contract and Specified Operations)**

In consideration of an additional premium of \$NIL (if applicable), this Policy is amended as follows:

SECTION IV. WHO IS AN INSURED is amended to include the following additional provision:

Insured means each of the following:

Any person(s), entity(ies) or organization(s) listed in the Schedule of Additional Insureds below to whom the **Named Insured** is obligated by virtue of a written **insured contract** to provide insurance solely with respect to **bodily injury** and **property damage**.

However, the most we will pay for damages under this policy on behalf of such person(s), entity(ies), or organization(s) is the lesser of the Limits of Insurance shown in Item 3 of the Declarations or the minimum Limits of Insurance required within the terms of the **insured contract**.

SCHEDULE OF ADDITIONAL INSUREDS

ADDITIONAL INSURED

SPECIFIED OPERATION(S)

Where required by written contract.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

David J. Bresnahan

Authorized Representative
or Countersignature (Where Applicable)

91818 (11/06)
AH2200