

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2013

AGREEMENT NUMBER **1CA02170**

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, 2013 through June 30, 2018

3. The maximum amount of this Agreement is: \$ \$42,456,131.00
Forty-two million, four hundred fifty six thousand, one hundred and thirty one 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	16	pages
Exhibit E – Description of Other Services	1	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

DAVE PINE, 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:	Scott M. Jalbert	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:	Scott M. Jalbert	Local Agency:	County of San Mateo
Section/Unit:	San Mateo-Santa Cruz	Section/Unit:	General Services
Attention:	Scott M. 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) 335-6734	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 and rescue response; and 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 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 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. 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.

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 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.

- 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.

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

Contractor Name: County of San Mateo

Contract No.: 1CA02170

Page No.: 16

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: **1CA02170**

Index: 1700

PCA: 17710

Fiscal Year: 2013/14 to 2017/18

This is Schedule A of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

PCA 17710

EXHIBIT D - SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2013
BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
AND SAN MATEO COUNTY, A LOCAL AGENCY

PERSONAL SERVICES		a	b	c	d	e	f	g	h	i	j	k	l	m
Line Personnel	No.	Classification	Mos.	Salary 6th step	Monthly Rates Edu. Inc.	Long. (est. 5%)	a x b (c+d+e) Annual Salary	f x g Benefits 65.74%	Extended Duty Week Comp.	a x h x i Annual EDWC	a x j or \$3.6k Medic Incont. Annual	k	l	m
Belmont FFS	2	Captain	12	\$4,609	\$75	\$230	\$117,946.80	\$77,538	\$2,550	\$66,300	\$6,000	\$21,892	\$13,621	\$283,677
	1	FC Pmedic	12	\$4,912	\$75	\$246	\$62,791	\$41,279	\$2,715	\$35,295	\$2,715	\$13,621	\$13,621	\$158,986
	2	FAE Pmedic	12	\$4,285	\$75	\$0	\$104,640	\$68,790	\$2,373	\$61,698	\$7,200	\$22,732	\$22,732	\$265,060
	3	Engineer	12	\$4,003	\$75	\$0	\$146,808	\$96,512	\$2,220	\$86,580	\$10,800	\$28,589	\$28,589	\$358,488
Skyllonda FFS	2	Captain	12	\$4,609	\$75	\$230	\$117,947	\$77,538	\$2,550	\$66,300	\$6,000	\$21,892	\$13,621	\$283,677
	3	FAE Pmedic	12	\$4,285	\$75	\$0	\$156,960	\$103,186	\$2,373	\$92,647	\$10,800	\$34,098	\$34,098	\$397,591
	3	Engineer	12	\$4,003	\$75	\$0	\$146,808	\$96,512	\$2,220	\$86,580	\$10,800	\$28,589	\$28,589	\$358,488
Cordilleras FFS	1	Captain	12	\$4,609	\$75	\$230	\$58,973	\$38,769	\$2,550	\$33,150	\$6,000	\$10,946	\$10,946	\$141,839
	1	FC Pmedic	12	\$4,912	\$75	\$246	\$62,791	\$41,279	\$2,715	\$35,295	\$2,715	\$13,621	\$13,621	\$158,986
	3	FAE Pmedic	12	\$4,285	\$75	\$0	\$156,960	\$103,186	\$2,373	\$92,647	\$10,800	\$34,098	\$34,098	\$397,591
	1.5	Engineer	12	\$4,003	\$75	\$0	\$73,404	\$48,256	\$2,220	\$43,290	\$10,800	\$14,294	\$14,294	\$179,244
	1	FF II	12	\$3,509	\$75	\$0	\$43,008	\$28,273	\$1,951	\$25,363	\$8,375	\$8,375	\$8,375	\$105,019
Pescadero FFS	1	FC Pmedic	12	\$4,912	\$75	\$246	\$62,791	\$41,279	\$2,715	\$35,295	\$6,000	\$13,621	\$13,621	\$158,986
	1	Captain	12	\$4,609	\$75	\$230	\$58,973	\$38,769	\$2,550	\$33,150	\$6,000	\$10,946	\$10,946	\$141,839
	3	FAE Pmedic	12	\$4,285	\$75	\$0	\$156,960	\$103,186	\$2,373	\$92,647	\$10,800	\$34,098	\$34,098	\$397,591
	2	Engineer	12	\$4,003	\$75	\$0	\$97,872	\$64,341	\$2,220	\$57,720	\$10,800	\$19,059	\$19,059	\$238,992
	1	FF II	12	\$3,509	\$75	\$0	\$43,008	\$28,273	\$1,951	\$25,363	\$8,375	\$8,375	\$8,375	\$105,019
Number of line employees		31.5												
Number of Paramedics		14												
subtotal of line employee compensation														\$4,131,073

Command & Control Personnel														
Division Chief	0	Asst. Chief*	12	\$7,965	\$75	\$293	\$0	\$0	\$2,828	\$0	\$0	\$0	\$0	\$0
Battalion Chief, Line	1.6	Batt. Chief	12	\$5,869	\$75	\$293	\$119,759	\$78,730	\$2,517	\$52,353.60	\$0	\$17,287	\$17,287	\$268,129
Paramedic Coord.	0.8	Batt. Chief	12	\$5,869	\$75	\$293	\$59,880	\$39,365	\$2,517	\$26,177	\$0	\$8,644	\$8,644	\$134,065
Training Officer	0.8	Captain	12	\$4,609	\$75	\$230	\$47,179	\$31,015	\$2,550	\$26,520	\$0	\$8,757	\$8,757	\$113,471
Battalion Chief, Prev.	0.3	Batt. Chief	12	\$5,869	\$75	\$293	\$22,455	\$14,762	\$2,517	\$9,816	\$0	\$3,241	\$3,241	\$50,274
Fire Protection Planning	1.3	Captain	12	\$4,609	\$75	\$230	\$78,665	\$50,400	\$2,550	\$43,095	\$0	\$14,230	\$14,230	\$184,390
subtotal of command employee compensation														\$750,329

Support Personnel														
Vehicle Maint.	0.8	HEM	12	\$4,311			\$41,386	\$26,309	\$473	5		\$1,892	\$1,203	\$70,769
Staff Analyst	0	SSA	12	\$4,579			\$0	\$0						\$0
Clerical, Training	0.4	Office Tech	12	\$3,362			\$16,138	\$10,259						\$26,396
Clerical, Reception	0.4	Office Tech	12	\$3,362			\$16,138	\$10,259						\$26,396
Clerical, Personnel	0.4	Office Tech	12	\$3,362			\$16,138	\$10,259						\$26,396
ECC Operator	0.8	Comm Oper	12	\$4,699			\$45,110.40	\$23,802	night differential \$87	12		\$835.20	\$437	\$69,984
subtotal of support employee compensation														\$219,962
Number of support Employees														2.8
Unplanned Overtime														
							\$500,000	1.45%	\$7,250					
Subtotal of Personnel Services														\$5,608,615

SCHEDULE A-PROC 4144

OPERATING EXPENSES

Communications		No.	Type	Mos.	Rate	Annual cost
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
Skykonda 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

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Travel		County Business	Subtotal Travel
			\$8,000
			\$8,000

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Facilities		Supplies/maintenance	Subtotal Facilities
Belmont		Supplies/maintenance	\$1,000
Skykonda		Supplies/maintenance	\$1,000
Cordilleras		Supplies/maintenance	\$1,000
Pescadero		Supplies/maintenance	\$1,000
			\$4,000

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Utilities		Electricity (pro rata)	Subtotal Utilities
Belmont		\$550/month contractual	\$6,600
Pescadero		\$250/month contractual	\$3,000
Skykonda		\$300/month contractual	\$3,600
Felton Headquarters		\$300/month contractual	\$3,600
Pescadero		\$200/month contractual	\$2,400
			\$19,200

v

Consultant & Professional Services and Personal Care - Interdepartmental		QTY	Annual Rate	e x f	k x benefit rate	k + l
Uniform Allowance	36.3	\$830	Line/Command (POF)	\$30,129	\$9,873	\$40,002
Uniform Allowance	0.8	\$450	HEM (Misc)	\$360	\$0	\$360
Uniform Allowance	0.8	\$450	Comm Op (Safety)	\$360	\$0	\$360
HEM PCA	0.8	\$108	HEM Protective Clothing Allowance	\$86	\$0	\$86
HEM TA	0.8	\$575	HEM Tool Allowance	\$460	\$0	\$460
HEM CDLA	0.8	\$216	HEM Comm. Driver's Lic. Holder Drug and Alcohol Testing	\$173	\$0	\$173
Foodstuffs			All Stations	\$6,028	\$500	\$6,528
Quartermaster & Housekeeping			Training	\$1,100	\$1,100	\$2,200
Laundry			All Stations	\$1,470	\$2,000	\$3,470
Safety Gear			All Stations (Service Centers)	\$2,000	\$2,000	\$4,000
				Subtotal Personal Care		\$52,539

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Vehicles		Subtotal Vehicles
Fuel		\$35,000
Skykonda and Pescadero		\$35,000

x

Miscellaneous		Subtotal Miscellaneous
Postage		\$2,250
Postage		\$1,000
Equipment Rental		\$500
Printing		\$2,000
General Expense		\$5,000
General Expense		\$4,000
General Expense		\$2,000
General Expense		\$500
ECC		\$17,250
		\$17,250

y

sum of s thru y

\$152,621

Subtotal Operating Expenses

r + z

\$5,761,236

Administrative Charge

\$661,986

Sub-total Schedule "A"

\$6,423,203

Facility Operations - Station Rent - Contractual

CREDIT

\$18,000

Sub-Total Schedule A PCA 17710

\$6,405,203

14/15 Increase by 3% Sub-Total Sch A PCA 17710

\$6,597,359

15/16 Increase by 3% Sub-Total Sch A PCA 17710

\$6,795,279

16/17 Increase by 3% Sub-Total Sch A PCA 17710

\$6,999,138

17/18 Increase by 3% Sub-Total Sch A PCA 17710

\$7,209,112

5 Year Contract Estimated Total Sch A PCA 17710

\$34,006,090

Previous Est. FY 2012/13 \$5,213,059
Difference (est.) \$1,192,144

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

PRC 4144

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: 1CA02170

Index: 1700

PCA: 17711

Fiscal Year: 2013/2014 to 2017/2018

This is Schedule A of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

**SAN MATEO COUNTY
AMADOR PLAN
#REF!**

SCHEDULE A-PRC 4144

INDEX

1700

PCA

17711

EXHIBIT D - SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2013
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AND SAN MATEO COUNTY, A LOCAL AGENCY

PERSONAL SERVICES

Fire Control & Emergency Service	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 32.77%	Total
Sch. B Personnel								
FEM ERB	1		11/1-2/15	3.5	\$298	\$1,043	\$342	\$1,385
Battalion Chief	1		11/1-6/1	7	\$1,107	\$7,749	N/A	\$7,749
							Benefits @	
FEM EDP	1		11/1-2/15	3.5	\$596	\$2,086	65.74%	\$3,457
							\$1,371	
<u>Subtotal-Personal Services</u>								\$12,591
					Administrative Charge		11.49%	\$1,447
13/14 Sub-Total Amador Plan 17711								\$14,038
14/15 increase by 3% Sub-Total Sch A PCA 17711								\$14,459
15/16 Increase by 3% Sub-Total Sch A PCA 17711								\$14,893
16/17 Increase by 3% Sub-Total Sch A PCA 17711								\$15,340
17/18 Increase by 3% Sub-Total Sch A PCA 17711								\$15,800
5 Year Contract Estimated Total								\$74,529

Contractor Name: County of San Mateo
Contractor No: 1CA02170
Page No.: 20

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

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: 1CA02170

Index: 1700

PCA: 17730

Fiscal Year: 2013/2014 to 2017/2018

This is Schedule A of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SCHEDULE A-PRC 4144
Schedule "A" PRC 4142

EXHIBIT D - SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2013
BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
AND SAN MATEO COUNTY, A LOCAL AGENCY

EXHIBIT D - SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2013
BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
AND SAN MATEO COUNTY, A LOCAL AGENCY

1/10/2014 10:19 AM

PERSONAL SERVICES															n
Line Personnel	No.	Classification	Mos.	Salary 6th step	Monthly Rates Inc.	Edu.	Long. (est. 1%)	a x b(c+d+e) Annual Salary	f x g(h+i) Benefits 65.74%	Extended Duty Week Comp.	a x h x i EDWC	j x k Annual Medical Incent.	Benefits 33.02% of 3277 Annual	Total f+g+h+i+k Annual	
Number of line employees 8.5															
Number of Paramedics 4															
Command & Control Personnel															
Division Chief	0	Asst. Chief*	12	\$7,995	\$0	\$0	\$0	\$0	N/A	\$0	\$2,828	\$0	\$0	\$0	
Battalion Chief, Line	0.4	Batt. Chief	12	\$5,869	\$75	\$59	\$59	\$28,813	18,942	\$2,577	\$13,400	\$0	\$4,425	\$65,580	
Paramedic Coord.	0.2	Batt. Chief	12	\$5,869	\$75	\$59	\$59	\$14,406	9,471	\$2,577	\$6,700	\$0	\$2,212	\$32,790	
Training Officer	0.2	Caplain	12	\$4,609	\$75	\$46	\$46	\$11,352	7,463	\$2,577	\$6,828	\$0	\$2,254	\$27,897	
Battalion Chief, Prev.	0.2	Batt. Chief	12	\$5,869	\$75	\$59	\$59	\$14,406	9,471	\$2,577	\$6,700	\$0	\$2,212	\$32,790	
Fire Protection Planning	0.2	Caplain	12	\$4,609	\$75	\$46	\$46	\$11,352	7,463	\$2,577	\$6,828	\$0	\$2,254	\$27,897	
Number of Command Employees 1.2															
Support Personnel															
Vehicle Maint.	0.2	HEM	12	\$4,311				\$10,346	\$6,577	\$473	Months 5	total a x h x i	benefits k x g 5357	f+g+h+i	
Staff Analyst	0	SSA	12	\$4,578				\$0.00	\$0				\$301	\$17,697	
Clerical, Training	0.1	Office Tech	12	\$3,362				\$4,034	\$2,565				\$0	\$6,599	
Clerical, Reception	0.1	Office Tech	12	\$3,362				\$4,034	\$2,565				\$0	\$6,599	
Clerical, Personnel	0.1	Office Tech	12	\$3,362				\$4,034	\$2,565				\$0	\$6,599	
ECC Operator	0.2	Disp Clerk	12	\$4,699				\$11,277.60	\$5,900	\$87	12	subtotal of support employee compensation	\$109	\$17,496	
Number of support Employees 0.7															
Unplanned Overtime															
Subtotal of Personnel Services															
Subtotal of command employee compensation															
OPERATING EXPENSES															
Travel	CSA Business														
Facilities	In Schedule "C"														
Utilities	In Schedule "C"														
Consultant & Professional Services and Personal Care															
Uniform Allowance	0.2	Line/Command (POF)	12	\$830	9.7			\$0.051	\$2,638					\$10,689	
Uniform Allowance	0.2	HEM (Misc.)	12	\$450				\$90	\$0					\$90	
Uniform Allowance	0.2	Comm Op (Safety)	12	\$450				\$90	\$0					\$90	
HEM PCA	0.2	HEM Protective Clothing Allowance	12	\$108				\$22	\$0					\$22	
HEM TA	0.2	HEM Total Allowance	12	\$575				\$115	\$0					\$115	
HEM CDLA	0.2	HEM Comm. Driver's Lic. Holder Drug and Alcohol Test	12	\$216				\$43	\$0					\$43	
Foodstuffs															
Vehicles	In Schedule "C"														
Miscellaneous	In Schedule "C"														
Subtotal Operating Expenses															
sum of s thru x															

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, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2013/14 to 2017/18

1	Unit Chief
1	Deputy Chief
1	Division Chief
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
2	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)
60	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	Skylonda		

Ben Lomond Conservation Camp

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

Soquel Demonstration State Forest

1	Forester II
1	Forester I
1	Forestry Assistant II
0.5	Office Technician
2	Forestry Aids (5 months)

Contractor Name: County of San Mateo

Contract No.: 1CA02170

Page No.: 24

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL 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, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2013/14 to 2017/18

(See Attached)

Object	Line Name	Actual 2010-11	Revised 2011-12	Adopted 2012-13	Adopted 2013-14	Revised 2013-14
3580D	Fire Protection Services					
2537	IFR - Fire Protection Fund	6,073,876	6,637,443	5,229,699	5,229,699	5,229,699
2500	Interfund Revenue	6,073,876	6,637,443	5,229,699	5,229,699	5,229,699
2658	All Other Miscellaneous Reve	2,918				
2600	Miscellaneous Revenue	2,918				
TOTREV	Total Revenue	6,076,794	6,637,443	5,229,699	5,229,699	5,229,699
TOTS RC	TOTAL SOURCES	6,076,794	6,637,443	5,229,699	5,229,699	5,229,699
4512	Workers Comp Experience C	144	379	1,982	1,982	1,982
4000	Salaries and Benefits	144	379	1,982	1,982	1,982
5121	Clothing & Uniforms	173	24,000	24,000	24,000	24,000
5165	Medical/Dental Supplies	1,551	9,000	9,000	9,000	9,000
5171	Other Clinical Expense		1,000	1,000	1,000	1,000
5191	Outside Printing & Copy Svc		600	600	600	600
5193	General Office Supplies	4,633	5,200	5,200	5,200	5,200
5195	Subscriptions & Periodicals	905	2,500	2,500	2,500	2,500
5196	Photocopy Lease & Usage	3,604	5,000	5,000	5,000	5,000
5197	Postage & Mailing Expense	543	1,500	1,500	1,500	1,500
5212	Computer Equipt <\$5000		5,000	5,000	5,000	5,000
5232	Professional Tools &		40,000	40,000	40,000	40,000
5234	Office Furniture &		1,000	1,000	1,000	1,000
5332	Professional Groups &	588	2,000	2,000	2,000	2,000
5413	Motor Vehicle Equipment Mai	72,091	140,000	140,000	140,000	140,000
5416	Fuel & Lubrication	43,762	40,000	40,000	40,000	40,000
5424	Radio/Telecomm Equipt Main	20,956	20,000	20,000	20,000	20,000
5428	Misc Repairs &	28,691	45,000	45,000	45,000	45,000
5435	Concrete, Tile & Masonry Ex	90				
5455	Other General Maintenance	47,638	67,000	67,000	67,000	67,000
5457	Landscape/Garden Expense	679	1,000	1,000	1,000	1,000
5517	Miscellaneous Rents & Lease	5,683	135,189	135,189	135,189	135,189
5631	Electric & Gas Utilities	10,016	15,000	15,000	15,000	15,000
5632	Heating & Emergency Fuels	8,012	5,000	5,000	5,000	5,000
5634	Scavenger & Recycling	6,857	10,800	10,800	10,800	10,800
5635	Water Service	4,780	6,000	6,000	6,000	6,000
5636	Haz/Bio Waste Disposal	614				
5641	Telephone Charges	31,083	30,000	30,000	30,000	30,000
5724	Other Business Travel		1,000	1,000	1,000	1,000
5733	Training & Education	5,066	18,000	18,000	18,000	18,000
5814	Contract Office Support	404				
5815	Contract Fire Protection	5,538,082	5,466,723	4,322,066	4,322,066	6,204,880
5872	In-House Admin & Acctg Serv	35,000	31,000	31,000	31,000	31,000
5969	Other Special Dept Expense	26,558	25,000	25,000	25,000	25,000
5000	Services and Supplies	5,898,057	6,153,512	5,008,855	5,008,855	6,891,669
6265	Misc Other Contributions	35,570	55,000	55,000	55,000	55,000
6711	Radio Service Charges	1,824	1,824	1,824	1,824	1,824
6712	Telephone Service Charges	5,640	7,820	5,462	5,462	5,462
6713	Automation Services ISD	281	547	226	226	226
6714	County Facility Rental Charge	26,615	26,615	26,052	26,052	26,052
6722	Copy Center Charges	39				
6724	Auto Liability Insurance	21,984	20,609	26,072	26,072	26,072
6725	General Liability Insurance	37,068	37,071	37,071	37,071	37,071
6728	County Property Insurance	22,128	22,127	17,155	17,155	17,155
6000	Other Charges	151,148	171,613	168,862	168,862	168,862
7311	Fixed Assets - Equipment	27,445	311,939	50,000	50,000	50,000
7000	Fixed Assets	27,445	311,939	50,000	50,000	50,000
GRSAPP	Gross Appropriations	6,076,794	6,637,443	5,229,699	5,229,699	7,112,513
NETAPP	Net Appropriations	6,076,794	6,637,443	5,229,699	5,229,699	7,112,513
TOTREQ	TOTAL REQUIREMENTS	6,076,794	6,637,443	5,229,699	5,229,699	7,112,513
NETCC	NET COUNTY COST					

Object	Line Name	Actual 2010-11	Revised 2011-12	Adopted 2012-13	Adopted 2013-14	Revised 2013-14
3560D	County Service Area #1					
1021	Current Yr Secured	1,964,762	1,840,035	1,941,327	1,941,327	1,941,327
1031	Current Yr Unsecured	112,873	112,873	114,835	114,835	114,835
1033	Prior Yr Unsecured	(18)				
1041	CY SB 813 Secured Supplem	24,481	24,062	24,062	24,062	24,062
1042	CY SB 813 Unsee Suppleme	746				
1043	PY SB 813 Redemption	1,733				
1045	PY SB 813 Unscured Suppl	446				
1000	Taxes	2,105,022	1,976,970	2,080,224	2,080,224	2,080,224
1521	Interest Earned	16,874	15,000	15,000	15,000	15,000
1500	Use of Money and Property	16,874	15,000	15,000	15,000	15,000
1831	Homeowners Property Tax RE	13,963	13,963	13,215	13,215	13,215
1600	Intergovernmental Revenues	13,963	13,963	13,215	13,215	13,215
2439	Other Special Charges	91,720	93,000	93,000	93,000	93,000
2000	Charges for Services	91,720	93,000	93,000	93,000	93,000
2659	Rebates and Refunds	6,306				
2600	Miscellaneous Revenue	6,306				
TOTREV	Total Revenue	2,227,579	2,098,933	2,201,439	2,201,439	2,201,439
333	Fund Balance	1,482,989	1,600,567	1,499,923	1,499,923	1,499,923
TOTSRC	TOTALSOURCES	3,710,568	3,699,500	3,701,362	3,701,362	3,701,362
5121	Clothing & Uniforms		5,000	5,000	5,000	5,000
5131	PIN Warrants	45				
5165	Medical/Dental Supplies		1,000	1,000	1,000	1,000
5193	General Office Supplies	3,978	3,000	3,000	3,000	3,000
5195	Subscriptions & Periodicals	515				
5196	Photocopy Lease & Usage	264	5,802	5,802	5,802	5,802
5197	Postage & Mailing Expense					
5232	Professional Tools & EquipmE	136	1,200	1,200	1,200	1,200
5322	Jury Fees					
5332	Professional Groups & Assns					
5413	Motor Vehicle Equipment Mai	24,920	34,000	34,000	34,000	34,000
5424	Radio/Telecomm Equipt Main	1,906	2,400	2,400	2,400	2,400
5428	Misc Repairs & Maintenance	5,655	10,000	15,000	15,000	15,000
5455	Other General Maintenance E	2,524	3,800	3,800	3,800	3,800
5483	Contract Custodial Services	3,200	10,000	10,000	10,000	10,000
5631	Electric Gas & Utilities	1,366	2,000	2,000	2,000	2,000
5634	Scavenger & Recycling	6,689	6,000	6,000	6,000	6,000
5635	Water Service	77	1,700	1,700	1,700	1,700
5641	Telephone Charges	9,269	11,000	11,000	11,000	11,000
5733	Train & Educ Materials/Suppl:	158	5,000	5,000	5,000	5,000
5815	Contract Fire Protection	1,386,276	1,541,062	1,473,442	1,473,442	1,546,463
5816	Contract Police Protection	637,208	637,208	644,690	644,690	644,690
5872	In-House Admin & Acctg Serv	15,000	19,000	19,000	19,000	19,000
5969	Other Special Dept Expense	10,789	15,000	15,000	15,000	15,000
5000	Services and Supplies	2,109,974	2,314,172	2,259,034	2,259,034	2,332,055
6712	Telephone Service Charges		125	125	125	125
6713	Automation Services-ISO	27	27	56	56	56
6000	Other Charges	27	152	181	181	181
GRSAPP	Gross Appropriations	2,110,001	2,314,324	2,259,215	2,259,215	2,332,236
NETAPP	Net Appropriations	2,110,001	2,314,324	2,259,215	2,259,215	2,332,236
8821	General Reserves (Non-Gen	1,600,567	1,385,176	1,442,147	1,442,147	1,442,147
8700	Non-General Fund Reserves	1,600,567	1,385,176	1,442,147	1,442,147	1,442,147
TOTREQ	TOTAL REQUIREMENTS	3,710,568	3,699,500	3,701,362	3,701,362	3,774,383
NETCC	NET COUNTY COST					

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY: County of San Mateo

This is Schedule D of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2013/14 to 2017/18

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
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(See Attached)

SAN MATEO VEHICLE LIST										Contractor Name: County of San Mateo	
										Contract No.: 1CA02170	
										Page No.: 29	
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 W73X115644		34,108			
SMX19	1133344	P-1723	2001	CHEVY	4X4 PU	2GCEK19V011346866		183,800			
SMX20R	293138	R-40	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			

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

Please reference the San Mateo County Fire Department Operational Plan.