

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER **1CA03942**

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, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 11,170,030.00
Eleven million, one hundred and seventy thousand, and thirty 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	7	pages
Exhibit D – Additional Provisions	22	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

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

Don Gordon, 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:	Ian Larkin	Name:	Mike Callagy
Phone:	(831) 335-5353	Phone:	(650) 363-4664
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:	Ian Larkin	Local Agency:	County of San Mateo
Section/Unit:	San Mateo-Santa Cruz	Section/Unit:	Asst. County Manager
Attention:	Ginny Petras, AOII (831) 335-6725	Attention:	Mike Callagy
Address:	6059 Highway 9 Felton, CA 95018	Address:	400 County Center Redwood City, CA 94063
Phone:	(831) 335-6701	Phone:	(650) 363-4664
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, Medical and Rescue Response: 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) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 4) 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.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) 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.

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

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

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

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

- 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.

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. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

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

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

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: 1CA03942

Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: **1CA03942**

Index: 1700

PCA: 17710

Fiscal Year: 2018/19 to 2018/19

This is Schedule A of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SAN MATEO COUNTY
Fiscal Year 2018-19
INDEX 1700

Schedule "A" PRC 4142

PCA 17710

EXHIBIT D - SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2018
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.	Salary 6th step	Monthly Rates Ed. Inc.	Long. 7%	a x b(c+d+e) Annual Salary	f x rate Benefits 91.27%	Extended Duty Week Comp.	a x b x h Annual EDWC	(l'rate) EDWC Benefits 53.28%	a x \$6k or \$3.6k Medic Incent. Annual	(k'rate) Medic Benefits 48.64%	f+g+h+i+k+l Annual Total																																						
Belmont FFS				2	Captain	12	\$5,432	\$75	\$380	\$141,293.76	\$128,959	\$2,998	\$71,952	\$38,336	\$20,498	\$6,000	\$2,918	\$380,541																																					
				1	FC Pmedic	12	\$5,647	\$75	\$395	\$73,407	\$66,999	\$3,206	\$38,472	\$20,498	\$20,498	\$7,200	\$3,502	\$208,295																																					
				2	FAE Pmedic	12	\$5,181	\$75	\$0	\$126,144	\$115,132	\$2,862	\$68,688	\$36,597	\$7,200	\$3,502	\$357,263																																						
				3	Engineer	12	\$4,841	\$75	\$0	\$176,976	\$161,526	\$2,676	\$96,336	\$51,328	\$0	\$0	\$486,166																																						
Skyionda FFS				2	Captain	12	\$5,432	\$75	\$380	\$141,294	\$128,959	\$2,998	\$71,952	\$38,336	\$20,498	\$6,000	\$2,918	\$380,541																																					
				3	FAE Pmedic	12	\$5,181	\$75	\$0	\$189,216	\$172,697	\$2,862	\$103,032	\$54,895	\$10,800	\$5,253	\$535,894																																						
				3	Engineer	12	\$4,841	\$75	\$0	\$176,976	\$161,526	\$2,676	\$96,336	\$51,328	\$0	\$0	\$486,166																																						
Cordilleras FFS				1	Captain	12	\$5,432	\$75	\$380	\$70,647	\$64,479	\$2,998	\$35,976	\$19,168	\$6,000	\$2,918	\$190,270																																						
				1	FC Pmedic	12	\$5,647	\$75	\$395	\$73,407	\$66,999	\$3,206	\$38,472	\$20,498	\$20,498	\$7,200	\$3,502	\$208,295																																					
				3	FAE Pmedic	12	\$5,181	\$75	\$0	\$189,216	\$172,697	\$2,862	\$103,032	\$54,895	\$10,800	\$5,253	\$535,894																																						
				1.5	Engineer	12	\$4,841	\$75	\$0	\$88,488	\$80,763	\$2,676	\$48,168	\$25,664	\$0	\$0	\$243,083																																						
				1	FF II	12	\$4,364	\$75	\$0	\$53,268	\$48,618	\$2,416	\$28,992	\$15,447	\$0	\$0	\$146,325																																						
Pescadero FFS				1	FC Pmedic	12	\$5,647	\$75	\$395	\$73,407	\$66,999	\$3,206	\$38,472	\$20,498	\$20,498	\$7,200	\$3,502	\$208,295																																					
				1	Captain	12	\$5,432	\$75	\$380	\$70,647	\$64,479	\$2,998	\$35,976	\$19,168	\$6,000	\$2,918	\$190,270																																						
				3	FAE Pmedic	12	\$5,181	\$75	\$0	\$189,216	\$172,697	\$2,862	\$103,032	\$54,895	\$10,800	\$5,253	\$535,894																																						
				2	Engineer	12	\$4,841	\$75	\$0	\$117,984	\$107,684	\$2,676	\$64,224	\$34,219	\$0	\$0	\$324,111																																						
				1	FF II	12	\$4,364	\$75	\$0	\$53,268	\$48,618	\$2,416	\$28,992	\$15,447	\$0	\$0	\$146,325																																						
Number of line employees				31.5																																																			
Number of Paramedics				14																																																			
Subtotal of Line Employee Compensation																																																							
\$5,563,625																																																							
Command & Control Personnel																																																							
Division Chief				0.8	Asst. Chief *	12	\$9,042	\$2,062	\$632.94	\$112,674.62	\$102,838	\$1,130	\$10,850.40	\$5,781	\$5,781	\$0	\$0	\$232,144																																					
Battalion Chief, Line				1.6	Batt. Chief	12	\$6,381	\$75	\$447	\$132,531	\$120,961	\$3,516	\$67,507.20	\$35,968	\$35,968	\$0	\$0	\$356,988																																					
Paramedic Coord.				0.8	Batt. Chief	12	\$6,381	\$75	\$447	\$66,266	\$60,481	\$3,516	\$33,754	\$17,984	\$17,984	\$0	\$0	\$178,484																																					
Training Officer				0.8	Captain	12	\$5,432	\$75	\$380	\$56,518	\$51,584	\$2,998	\$28,781	\$15,334	\$15,334	\$0	\$0	\$152,216																																					
Battalion Chief, Prev.				0.3	Batt. Chief	12	\$6,381	\$75	\$447	\$24,850	\$22,680	\$3,516	\$12,658	\$6,744	\$6,744	\$0	\$0	\$66,931																																					
Fire Protection Planning				1.8	Captain	12	\$5,432	\$75	\$380	\$127,164	\$116,063	\$2,998	\$64,757	\$34,502	\$34,502	\$0	\$0	\$342,487																																					
Number of Command Employees				6.1																																																			
Subtotal of Command Employee Compensation																																																							
\$1,329,230																																																							
Support Personnel																																																							
No.				Classification				Mos.				Salary/Mo				Ed Pay				Benefits @				a x b x c				a x h x i				Diff Benefits				g+h+k+l																			
Clerical, Office Tech				0.8				HEM				12				\$5,428								\$52,108.80				\$40,619				\$576				\$2,304				\$1,796				\$96,828											
Vehicle Maint.				0.5				SSA				12				\$5,179								\$31,074.00				\$24,222																\$55,296											
Staff Analyst				0.4				Office Tech				12				\$3,802								\$18,249.60				\$14,226																\$32,475											
Clerical, Training				0.4				Office Tech				12				\$3,802								\$18,249.60				\$14,226																\$32,475											
Clerical, Reception				0.3				AOII				12				\$6,431								\$23,151.60				\$18,047																\$41,198											
Admin Officer II																																																							
ECC Operator				0.8				Comm Oper				12				\$5,391								\$52,953.60				\$34,971				\$87												\$89,410											
Number of support Employees				3.2																																																			
Subtotal of Support Employee Compensation																																																							
\$347,683																																																							
Number of support Employees																																																							
Unplanned Overtime																																																							

Contractor Name: County of San Mateo
Contractor No: 1CA03942
Page No.: 18

OPERATING EXPENSES

Communications					Annual cost
No.	Type	Mos.	Rate		
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
Skylanda 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
County Business					
Travel					\$8,000
Subtotal Travel					\$8,000
Facilities					\$1,000
Belmont	Supplies/maintenance				\$1,000
Skylanda	Supplies/maintenance				\$1,000
Cordilleras	Supplies/maintenance				\$1,000
Pescadero	Supplies/maintenance				\$1,000
Subtotal Facilities					\$4,000
Utilities					\$6,600
Belmont	Electricity (pro rata)		\$550/month contractual		\$6,600
Pescadero	Electricity (pro rata)		\$250/month contractual		\$3,000
Skylanda	Electricity (pro rata)		\$300/month contractual		\$3,600
Felton Headquarters	Electricity (pro rata)		\$300/month contractual		\$3,600
Pescadero	LPG (pro rata)		\$200/month contractual		\$2,400
Subtotal Utilities					\$19,200
Consultant & Professional Services and Personal Care - Interdepartmental					
	Qty	Annual Rate	e x f	k x benefit rate	k + l
Uniform Allowance	36.30	\$2,130	\$77,319	\$1,121	\$78,440
Uniform Allowance	0.80	\$670	\$536	\$0	\$536
Uniform Allowance	0.80	\$950	\$760	\$0	\$760
Uniform Cleaning	0.80	\$300	\$240	\$0	\$240
HEM PCA	0.80	\$108	\$86	\$0	\$86
HEM TA	0.80	\$575	\$460	\$0	\$460
HEM CDLA	0.80	\$262	\$210	\$0	\$210
Foodstuffs					\$6,028
Quartermaster & Housekeeping					\$500
Laundry					\$1,100
Safety Gear					\$1,470
Subtotal Personal Care					\$31,830
Vehicles					
Fuel					\$35,000
Subtotal Vehicles					\$35,000
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
ECC					\$500
Subtotal Miscellaneous					\$17,250

sum of s thru y

Subtotal Operating Expenses

t + z

Personnel Services and Operating Expenses
Administrative Charge
Sub-total Schedule "A"
Facility Operations - Station Rent - Contractual
18/19 Sub-Total Schedule A PCA 17710

\$7,939,700
\$990,081
\$8,929,780
-18,000
\$8,911,780

Projected Salary Increase
Previous Est. FY 17/18 \$6,737,410
Difference (est.) \$174,370
Percentage Increase: 2.00%

Contractor Name: County of San Mateo

Contract No: 1CA03942

Page No.: 20

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: **1CA03942**

Index: 1700

PCA: 17711

Fiscal Year: 2018/19 to 2018/19

This is Schedule A of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SAN MATEO COUNTY
AMADOR PLAN
2018-19

INDEX	1700	PCA	17711
EXHIBIT D - SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2018 BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND SAN MATEO COUNTY, A LOCAL AGENCY			
0			

PERSONAL SERVICES

Fire Control & Emergency Service	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 91.27%	Total
Sch. B Personnel FEM ERB Battalion Chief	0.5		11/1-6/1	7	\$343	\$1,201	\$1,096	\$2,297
	1		11/1-6/1	7	\$1,119	\$7,833	N/A	\$7,833
							Benefits @ 91.27%	
FEM EDP	0.5		11/1-6/1	7	\$686	\$2,401	\$2,191	\$4,592
Subtotal-Personal Services								\$14,723
Administrative Charge							12.47%	\$1,836
18/19 Sub-Total Amador Plan 17711								\$16,558
Previous Est. FY17/18 \$14,652								
Difference (est.) \$1,906								
Percentage Increase 13.01%								

Contractor Name: County of San Mateo
Contractor No: 1CA03942
Page No.: 21

Contractor Name: County of San Mateo

Contract No: 1CA03942

Page No.: 22

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of San Mateo

CONTRACT NUMBER: **1CA03942**

Index: 1700

PCA: 17730

Fiscal Year: 2018/19 to 2018/19

This is Schedule A of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SCHEDULE A-PRC 4144

Schedule "A" PRC 4142

SAN MATEO COUNTY Community Service Area #1

Fiscal Year 2018-19

PCA 17730

EXHIBIT D - SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2018
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.	Salary	Monthly Rates	Long. (est. %)	a x b (c+d+e)	f x rate	Extended Duty Week	a x b x h	(Rate)	EDWC Benefits	(Rate)	Medic Incent.	(Rate)	f+g+h+i+k+l		
6th step	Inc.			Edw. Inc.		Annual	Annual	Comp.	Annual	EDWC	Annual	Annual	Annual	Annual	Annual		
0	Captain	12	\$5,432	\$75	\$54	\$0	\$0	\$2,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1	FC Pmedic	12	\$5,647	\$75	\$56	\$69,342	\$63,288	\$3,206	\$38,472	\$20,498	\$6,000	\$2,918	\$6,000	\$2,918	\$200,518		
3	FAE Pmedic	12	\$5,181	\$75	\$52	\$191,081	\$174,400	\$2,862	\$103,032	\$54,895	\$10,800	\$5,253	\$10,800	\$5,253	\$539,462		
2.5	Engineer	12	\$4,841	\$75	\$48	\$148,932	\$135,931	\$2,676	\$80,280	\$42,773	\$0	\$0	\$0	\$0	\$407,916		
2	Firefighter II	12	\$4,364	\$75	\$44	\$107,583	\$98,191	\$2,416	\$57,984	\$30,894	\$0	\$0	\$0	\$0	\$294,653		
Subtotal of Line Employee Compensation															\$1,442,548		
Number of line employees 8.5																	
Number of Paramedics 4																	
Command & Control Personnel																	
0.2	Asst. Chief *	12	\$9,042	\$2,062	\$452.10	\$31,203	\$28,479	\$1,130	\$2,713	\$1,445	\$8,992	\$1,445	\$0	\$0	\$63,840		
0.4	Batt. Chief	12	\$6,381	\$75	\$64	\$31,295	\$28,563	\$3,516	\$16,877	\$8,992	\$0	\$0	\$0	\$0	\$85,727		
0.2	Paramedic Coord.	12	\$6,381	\$75	\$64	\$15,648	\$14,282	\$3,516	\$8,438	\$4,496	\$0	\$0	\$0	\$0	\$42,863		
0.2	Training Officer	12	\$5,432	\$75	\$54	\$13,347	\$12,182	\$2,998	\$7,195	\$3,834	\$0	\$0	\$0	\$0	\$36,558		
0.2	Batt. Chief	12	\$6,381	\$75	\$64	\$15,648	\$14,282	\$3,516	\$8,438	\$4,496	\$0	\$0	\$0	\$0	\$42,863		
0.2	Fire Protection Planning	12	\$5,432	\$75	\$54	\$13,347	\$12,182	\$2,998	\$7,195	\$3,834	\$0	\$0	\$0	\$0	\$36,558		
Subtotal of Command Employee Compensation															\$308,410		
Support Personnel																	
0.2	Vehicle Maint.	12	\$5,428	\$125	\$125	\$13,027	\$10,155	\$576	5	\$576.00	\$449	\$449	\$0	\$0	\$24,207		
0.5	Staff Analyst	12	\$5,179	\$75	\$51	\$31,074.00	\$24,222	\$4,562	\$3,556	\$3,556	\$0	\$0	\$0	\$0	\$55,296		
0.1	Clerical, Training	12	\$3,802	\$75	\$38	\$4,562	\$3,556	\$8,422	\$8,422	\$8,422	\$0	\$0	\$0	\$0	\$8,119		
0.1	Clerical, Reception	12	\$3,802	\$75	\$38	\$4,562	\$3,556	\$8,422	\$8,422	\$8,422	\$0	\$0	\$0	\$0	\$8,119		
0.14	Admin Officer II	12	\$6,431	\$75	\$64	\$10,804	\$8,422	\$8,422	\$8,422	\$8,422	\$0	\$0	\$0	\$0	\$19,226		
0.2	ECC Operator	12	\$5,391	\$125	\$125	\$13,238.40	\$8,743	\$87	12	\$208.80	\$138	\$138	\$0	\$0	\$22,328		
Subtotal of Support Employee Compensation															\$137,294		
Unplanned Overtime															\$81,160		
n+o+p+q															\$1,969,412		
Subtotal of Personnel Services																	
OPERATING EXPENSES																	
Travel																	
Facilities																	
Utilities																	
Consultant & Professional Services and Personal Care																	
Uniform Allowance																	
0.2	HEM (Misc.)	12	\$670	\$75	\$64	\$670	\$670	\$670	\$670	\$670	\$670	\$670	\$670	\$670	\$670	\$20,961	
0.2	Comm Op (Safety)	12	\$950	\$75	\$95	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$134	
0.2	HEM PCA	12	\$300	\$75	\$30	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$190	
0.2	HEM TA	12	\$108	\$75	\$10	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$80	
0.2	HEM CDLA	12	\$262	\$75	\$26	\$262	\$262	\$262	\$262	\$262	\$262	\$262	\$262	\$262	\$262	\$22	
0.2	Foodstuffs	12	\$575	\$75	\$57	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$575	\$115	
Subtotal of Operating Expenses															\$23,734		
Subtotal of Personnel Services and Operating Expenses															\$2,241,692		
Previous FY 17/18 \$2,195,459																	
Difference (est) \$46,233																	
Percentage Increase 2.11%																	

Contractor Name: County of San Mateo

Contract No: 1CA03942

Page No.: 24

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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2018/19 to 2018/19

(See Attached)

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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2018/19

1	Unit Chief
1	Deputy Chief, Operations
1	Division Chief, Administration
1	Administrative Officer II
1	Forester II, Resource Management
4	Battalion Chiefs, Field Operations
1	Battalion Chief, Safety
1	Battalion Chief, Training
1	Battalion Chief, Prevention
1	Battalion Chief, Dispatch
5	Fire Captains, Dispatch
1	Fire Captain, Prevention
1	Fire Captain, Pre-Fire Engineering
15	Fire Captains, Stations
2	Fire Captains (6 months)
3	Forester I
4	Fire Apparatus Engineers
2	Fire Apparatus Engineers (6 months)
45	Firefighter I (5 months)
1	Forestry Equipment Manager
2	Heavy Fire Equipment Operators
1	Heavy Equipment Mechanic
2	Communications Operators
1	Forestry Logistics Officer
.5	Information Technology Specialist
2	Personnel Services Specialist
2	Office Technicians
4	Defensible Space Inspectors (4 months)

Fire Stations and Engine Crews

Belmont	Cordilleras	El Granada	Half Moon Bay
Pescadero	Point Montara	Skylonda	

Ben Lomond Conservation Camp

1	Division Chief
10	Fire Captains
1	Heavy Equipment Mechanic
1	Office Technician
1	Water and Sewer Plant Operator

Soquel Demonstration State Forest

1	Forester II
1	Forester I
1	Forestry Assistant II
0.5	Office Technician
2	Forestry Aids

Contractor Name: County of San Mateo

Contract No: 1CA03942

Page No.: 26

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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2018/19 to 2018/19

(See Attached)

San Mateo County

May Recomm Build - Detail : 71246

Run Date: 6/6/18

Run Time: 10:58:18 AM

Budget Unit Summary

Sub Account	Sub Account Name	2016-17 Actuals	2017-18 Actuals 3/31/2018	2018-19 Revised	2018-19 PCF Change	2018-19 Department CLB Changes	2018-19 CLB Total	2018-19 CMO RLB Recommended	2018-19 May Recommended	2018-19 CLB Change	2018-19 CMO RLB Recommended
5185	Surplus Property Handling Chg	675	0	1,500	0	0	1,500	0	1,500	0	0
5191	Outside Printing & Copy Svc	1,438	1,177	1,000	0	0	1,000	0	1,000	0	0
5192	Paper Products Expense	0	156	0	0	0	0	0	0	0	0
5193	General Office Supplies	6,695	4,931	5,000	0	0	5,000	0	5,000	0	0
5194	Books, Manuals, & Literature	1,117	0	2,000	0	0	2,000	0	2,000	0	0
5195	Subscriptions & Periodicals	6,974	4,945	2,500	0	2,500	5,000	0	5,000	2,500	0
5196	Photocopy Lease & Usage	1,774	1,284	3,000	0	0	3,000	0	3,000	0	0
5197	Postage & Mailing Expense	751	1,191	1,500	0	500	2,000	0	2,000	500	0
5212	Computer Equip <\$5000	595	0	5,000	0	0	5,000	0	5,000	0	0
5215	Software License/Maint Expense	0	7,765	0	0	0	0	0	0	0	0
5232	Professional Tools & Equipment	213,191	190,060	120,000	0	0	120,000	0	120,000	0	0
5233	Inspection & Testing Equip	0	6,000	0	0	0	0	0	0	0	0
5234	Office Furniture & Equipment	66,537	2,882	25,000	0	225,000	250,000	0	250,000	225,000	0
5236	Other Specialized Furn/Equip	0	219	0	0	0	0	0	0	0	0
5332	Professional Groups & Assns	3,990	3,573	2,500	0	500	3,000	0	3,000	500	0
5413	Motor Vehicle Equipment Maint	39,286	70,478	90,000	0	0	90,000	0	90,000	0	0
5415	Vehicle Repairs & Towing	443	225	0	0	0	0	0	0	0	0
5416	Fuel & Lubrication	33,895	34,225	58,550	0	0	58,550	0	58,550	0	0
5417	Tires, Tubes & Recapping	0	2,497	0	0	0	0	0	0	0	0
5424	Radio/Telecomm Equip Maint	5,768	22,838	30,000	0	0	30,000	0	30,000	0	0
5428	Misc Repairs & Maintenance	49,518	26,500	75,000	0	0	75,000	0	75,000	0	0
5443	Signage Expense	0	3,634	0	0	0	0	0	0	0	0
5455	Other General Maintenance Exp	191,061	112,791	90,000	0	10,000	100,000	0	100,000	10,000	0
5457	Landscape/Garden Expense	0	0	0	0	0	0	0	0	0	0
5481	Custodial Tools & Equipment	679	395	0	0	0	0	0	0	0	0
5517	Miscellaneous Rents & Leases	322	0	10,000	0	0	10,000	0	10,000	0	0
5611	Blanket Insurance Premiums	6,470	36,018	16,500	0	15,000	31,500	0	31,500	15,000	0

San Mateo County

May Recomm Build - Detail : 71246

Run Date: 6/6/18

Run Time: 10:58:18 AM

Budget Unit Summary

Sub Account	Sub Account Name	2016-17 Actuals	2017-18 Actuals 3/31/2018	2018-19 Revised	2018-19 PCF Change	2018-19 Department CLB Changes	2018-19 CLB Total	2018-19 RLB Recommended	2018-19 May Recommended	2018-19 CLB Change	2018-19 CMO RLB Recommended
5612	Other Special Insurance Premium	0	13,284	0	0	0	0	0	0	0	0
5615	Other Misc Insurance Expense	4,843	1,391	10,000	0	0	10,000	0	10,000	0	0
5631	Electric & Gas Utilities	21,393	18,128	30,000	0	0	30,000	0	30,000	0	0
5632	Heating & Emergency Fuels	0	0	5,000	0	0	5,000	0	5,000	0	0
5634	Scavenger & Recycling Service	20,266	13,386	25,000	0	0	25,000	0	25,000	0	0
5635	Water Service	5,655	4,980	8,000	0	0	8,000	0	8,000	0	0
5639	Radio Charges	8,349	0	15,000	0	0	15,000	0	15,000	0	0
5641	Telephone Charges	40,758	34,497	50,000	0	0	50,000	0	50,000	0	0
5711	Freight & Delivery Service	105	0	1,000	0	0	1,000	0	1,000	0	0
5721	Meetings & Conference Expense	770	0	0	0	0	0	0	0	0	0
5724	Other Business Travel Expense	0	0	3,000	0	0	3,000	0	3,000	0	0
5731	Dept Employee Training Expense	336	4,420	50,000	0	0	50,000	0	50,000	0	0
5733	Train & Educ Materials/Supply	12,372	1,793	10,000	0	0	10,000	0	10,000	0	0
5815	Contract Fire Protection	6,402,659	3,674,263	8,634,350	0	0	8,634,350	0	8,634,350	0	0
5872	In-House Admin & Acctg Service	0	0	31,000	0	0	31,000	0	31,000	0	0
5873	In-House Data Processing Svc	34,100	0	0	0	0	0	0	0	0	0
5876	Other Professional Services	26,306	35,510	42,000	0	0	42,000	0	42,000	0	0
5958	Other Engineering Expense	0	3,100	0	0	0	0	0	0	0	0
5969	Other Special Dept Expense	18,281	3,168	58,498	0	0	58,498	0	58,498	0	0
5000 - Services and Supplies		7,267,878	4,428,607	9,579,898	0	258,500	9,838,398	0	9,838,398	258,500	0
6263	Project Contrib - Other Agency	0	0	0	0	0	0	0	0	0	0
6265	Misc Other Contributions	13,097	6,745	55,000	0	0	55,000	0	55,000	0	0
6711	Radio Service Charges	1,824	1,520	1,824	0	0	1,824	0	1,824	0	0
6712	Telephone Service Charges	3,260	3,260	2,266	0	0	2,266	0	2,266	0	0
6713	Automation Services-1SD	333	167	281	0	0	281	0	281	0	0
6714	County Facility Rental Charges	3,230	894	1,100	0	0	1,100	0	1,100	0	0
6724	Auto Liability Insurance	31,294	13,987	15,869	0	0	15,869	0	15,869	0	0

Run Time: 10:58:18 AM

Run Date: 6/6/18
Run Time: 10:56:46 AM

Sub Account	Sub Account Name	2016-17 Actuals	2017-18 Actuals 3/31/2018	2018-19 Revised	2018-19 PCF Change	2018-19 Department CLB		2018-19 CLB Total	2018-19 CMO RLB		2018-19 May Recommended	2018-19 CLB Change	2018-19 CMO RLB Recommended
						Changes			Recommended				
1021	Current Yr Secured	2,731,827	2,631,706	2,497,178	0	202,822		2,700,000	0	2,700,000	202,822	0	
1031	Current Yr Unsecured	142,366	158,659	134,629	0	0		134,629	0	134,629	0	0	
1033	Prior Yr Unsecured	(3,056)	(175)	0	0	0		0	0	0	0	0	
1041	CY SB 813 Secured Supplemental	94,588	67,280	36,871	0	0		36,871	0	36,871	0	0	
1042	CY SB 813 Unsec Supplemental	3,154	0	0	0	0		0	0	0	0	0	
1043	PY SB 813 Redemption	1,092	0	0	0	0		0	0	0	0	0	
1045	PY SB 813 Unsecured Supplemental	251	0	0	0	0		0	0	0	0	0	
	1000 - Taxes	2,970,223	2,857,471	2,668,678	0	202,822		2,871,500	0	2,871,500	202,822	0	
1521	Interest Earned	39,750	47,514	37,952	0	0		37,952	0	37,952	0	0	
	1500 - Use of Money and Property	39,750	47,514	37,952	0	0		37,952	0	37,952	0	0	
1831	Homeowners Property Tax Relief	13,130	6,428	13,500	0	(1,217)		12,283	0	12,283	(1,217)	0	
	1600 - Intergovernmental Revenues	13,130	6,428	13,500	0	(1,217)		12,283	0	12,283	(1,217)	0	
2439	Other Special Charges	92,127	82,652	90,000	0	0		90,000	0	90,000	0	0	
	2000 - Charges for Services	92,127	82,652	90,000	0	0		90,000	0	90,000	0	0	
2643	Bad Debt Recoveries	0	0	2,000	0	0		2,000	0	2,000	0	0	
2658	All Other Miscellaneous Revenue	150	0	0	0	0		0	0	0	0	0	
2659	Rebates and Refunds	98,533	0	2,000	0	0		2,000	0	2,000	0	0	
	2600 - Miscellaneous Revenue	98,683	0	4,000	0	0		4,000	0	4,000	0	0	
	Total Revenue	3,213,913	2,994,065	2,814,130	0	201,605		3,015,735	0	3,015,735	201,605	0	
333	Fund Balance	3,795,210	0	4,548,165	0	0		4,548,165	0	4,548,165	0	0	
	3333 - Fund Balance	3,795,210	0	4,548,165	0	0		4,548,165	0	4,548,165	0	0	
	Total Fund Balance	3,795,210	0	4,548,165	0	0		4,548,165	0	4,548,165	0	0	
	Total Sources	7,009,123	2,994,065	7,362,295	0	201,605		7,563,900	0	7,563,900	201,605	0	
5121	Clothing & Uniforms	0	0	0	0	0		0	0	0	0	0	

San Mateo County

May Recomm Build - Detail : 71246

Run Date: 6/6/18

Run Time: 10:56:46 AM

Budget Unit Summary

Sub Account	Sub Account Name	2016-17 Actuals	2017-18 Actuals 3/31/2018	2018-19 Revised	2018-19 PCF Change	2018-19 Department CLB Changes	2018-19 CLB Total	2018-19 CMO RLB Recommended	2018-19 May Recommended	2018-19 CLB Change	2018-19 CMO RLB Recommended
5124	Safety Equipment	9,400	2,576	15,000	0	0	15,000	0	15,000	0	0
5156	Other Household Expense	90	1,378	0	0	0	0	0	0	0	0
5164	Medical Tools & Instruments	0	0	5,000	0	0	5,000	0	5,000	0	0
5165	Medical/Dental Supplies	223	467	1,000	0	0	1,000	0	1,000	0	0
5167	Medical Electronics Equipment	10,491	0	0	0	0	0	0	0	0	0
5191	Outside Printing & Copy Svc	0	288	1,000	0	0	1,000	0	1,000	0	0
5193	General Office Supplies	278	863	5,000	0	0	5,000	0	5,000	0	0
5194	Books, Manuals, & Literature	0	2,535	0	0	0	0	0	0	0	0
5195	Subscriptions & Periodicals	0	0	0	0	0	0	0	0	0	0
5196	Photocopy Lease & Usage	722	1,268	2,000	0	0	2,000	0	2,000	0	0
5197	Postage & Mailing Expense	0	0	500	0	0	500	0	500	0	0
5212	Computer Equip <\$5000	0	0	2,000	0	0	2,000	0	2,000	0	0
5231	Maintenance Tools & Equipment	347	0	500	0	0	500	0	500	0	0
5232	Professional Tools & Equipment	25,942	6,445	25,000	0	0	25,000	0	25,000	0	0
5234	Office Furniture & Equipment	317	755	10,000	0	0	10,000	0	10,000	0	0
5236	Other Specialized Furn/Equip	0	196	0	0	0	0	0	0	0	0
5332	Professional Groups & Assns	680	0	1,000	0	0	1,000	0	1,000	0	0
5413	Motor Vehicle Equipment Maint	31,839	2,053	30,000	0	0	30,000	0	30,000	0	0
5424	Radio/Telecomm Equip Maint	389	0	10,000	0	0	10,000	0	10,000	0	0
5428	Misc Repairs & Maintenance	12,988	8,625	40,000	0	0	40,000	0	40,000	0	0
5441	Lighting & Fixtures Expense	0	609	0	0	0	0	0	0	0	0
5443	Signage Expense	0	219	0	0	0	0	0	0	0	0
5455	Other General Maintenance Exp	812	641	3,500	0	0	3,500	0	3,500	0	0
5481	Custodial Tools & Equipment	0	17	0	0	0	0	0	0	0	0
5483	Contract Custodial Services	0	0	0	0	0	0	0	0	0	0
5631	Electric & Gas Utilities	0	0	0	0	0	0	0	0	0	0
5634	Scavenger & Recycling Service	5,548	5,207	7,000	0	0	7,000	0	7,000	0	0

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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2018/19 to 2018/19

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>
SEE ATTACHED			

CO #	RADIO	YEAR	MODEL	LAST SERVICE	STATION	NEXT 90 DAY	SMOG	PROPERTY	VIN #
CO #1		1931	Parade Engine		17			11784	
CO #2		1929	Parade Engine		17			11788	
CO #4	E-59	2016	Seagrave 1500	new	59			97241	1F9EM28T5GCST2030
CO #5	E-17 new	2017	Seagrave		17				1F9EM28T1HCST2043
CO #6	E-117	1992	KME (Christine)	10/17/2016	17	9/6/2016		79888	369523
CO #7	E-58	2016	Seagrave 1500	new	58			97240	1F9EM28T5GCST2031
CO #10	B-11A	2015	4X4 PU Diesel	New	17			89249	1GC2KVE81F2118271
CO #15	E-18	2016	HiTech/Spartan	NEW	18	New		96888	4S7AT2E9XFC079987
CO #16	P-11	2017	4X2 SUV	new	17		EVEN	97479	1FM5K8AT4HGD25840
CO #17	E-217	1994	HiTech/Spartan	11/11/2015	17	8/15/2016		83452	06R0207440
CO #18	T-17	2016	Seagrave	new	17	new		97393	1F9FM38T3HCST2006
CO #20	R-40	1993	RESCUE	2009/APR	HMB		ODD	81625	
CO #21	E-659	2016	Danko T6	new	59			97263	1FD0W5HT0GEB08136
CO #22	TO-11	2015	4X4 PU	NEW	40		EVEN	89251	1GC2KVEG4FZ120734
CO #23	U-17	2017	4X4 crew cab		17			97394	1FT7W2B68HED53353
CO #24	E-655	2017	BME T6	new	55			97287	1FD0X5HT2HEB18228
CO #28	R-56	1997	RESCUE	11/4/2014	56		ODD		
CO #29	P-56	1991	4X4 (Lic #345165)	10/15/2014	56				2FDJKF38G1NCA23633
CO #31	E-57	2017	Pierce 1500	NEW	57		97004	97004	4P1BAAFF1HA016891
CO #37	E-317	1998	Beck Type 3	8/12/2015	18	6/3/2016		76505	1HTSDZ3R8LH237744
CO #40	D1706	2017	4X4 SUV	new	17			97480	1FMJU1GT3HEA70410
CO #41	P-11A	2015	4X4 PU	11/12/2015	17		EVEN	96153	
CO #44	E-55	1988	FTH-1000	12/31/2014	55	2/17/2016		74723	1HTLDZ3N7KH640274
CO #55	E-357	2004	Int Type 3	1/27/2015	57	9/13/2016			
CO #56	WT-56	2016	Kenworth WT T1	New	56	New		97132	
CO #57	E-158	1997	Pierce 1250	5/27/2015	59	9/16/2016		85592	1FV6HLCB9WH919009
CO #58	E-56	1997	Pierce 1250	1/22/2015	56	9/13/2016		85593	
CO #59	TRAILER		TRAILER		57				
CO #60	E-118	1998	Pierce 1500	8/18/2015	17	8/29/2016	DUE	85856	
CO #61	TRAILER	1999	TRAILER		FELTON				
CO #63	U-57	2001	PICKUP	12/28/2014	57		ODD		
CO #65	U-59	2003	4X4 PU	1/29/2016	17		ODD	86970	3FTNX21L93MB49403
CO #68	WT-57	2003	Kenworth WT T1	12/20/2014	57	8/14/2016		87280	
CO #69	E-17	2004	HiTech/Spartan	10/1/2015	17	7/1/2016		94007	457AT2F924CO46879
CO #70	E-356	2003	Int Type 3	12/30/2014	56	6/12/2016			
CO #71	P-11B	2008	4X4 SUV	2/10/2016	17		EVEN	88769	1FMFU16568LA44534
CO #73	Reserve BC	2009	4X4 SUV	6/20/2016	17		ODD	88998	1FMFK16549EB27195
CO #74	RES-57	2010	4X4 F550	10/31/2014	57		EVEN	89254	
CO #75	MED-11	2011	4X4 SUV	9/6/2015	17		EVEN	89182	1FMJU1G50BEF45844
CO #76	B-11B	2016	4X4 F350	New	17			89844	