
 GENERAL SERVICES



 COUNTY OF SANTA CRUZ

 GOVERNMENTAL CENTER
 (408) 454-2210
 ROY K. HOLMBERG
 DIRECTOR

 701 OCEAN STREET, ROOM 330, SANTA CRUZ, CALIFORNIA 95060-4073
 TDD: (408) 454-2123 FAX: (408) 454-2710

May 12, 1998

Agenda: June 2, 1998

 Board of Supervisors
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, California 95060

County Fire Department Matching Funds Program (FY 1997/98)

Dear Members of the Board:

During the 1997-98 budget hearings, your Board approved \$10,000 in the County Fire Department budget (Index 304100) for the 1997-98 Matching Funds Grant Program. At the company representatives review on March 4, 1998, four projects were approved by the group for funding in the current fiscal year:

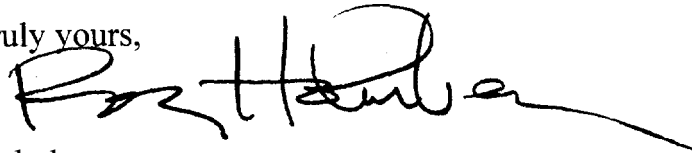
Corralitos Volunteer Fire Company	\$ 529.64	Lifeboxes, Work lites Hydrant equip bags Vehicle access kits
Las Cumbres Volunteer Fire Company	1,131.50	Portable generator Station exhaust fan Handi-talkie radio
Bonny Doon Volunteer Fire Company	6,984.54	Defibrillator
Davenport Fire/Rescue Auxiliary	1,354.32	Ram for jaws of life system
TOTAL	\$10,000	

BOARD OF SUPERVISORS
Agenda: June 2, 1998
Matching Funds Agreements

It is therefore RECOMMENDED that your Board:

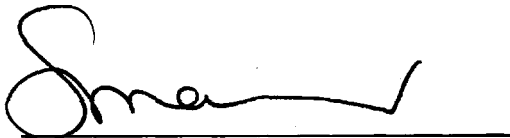
1. Authorize the County Fire Chief/Fire Marshal to sign the attached Matching Funds agreements for fire service equipment on behalf of the County; and
2. Authorize the Auditor-Controller to distribute the \$10,000 appropriation available in index 304100 sub-object 5280 for the 1997/98 Matching Funds Program as detailed in the attached agreements.

Very truly yours,



Roy Holmberg
General Services Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments:

- Agreement with Davenport Fire and Rescue
- Agreement with Bonny Doon Volunteer Fire and Rescue Reserve
- Agreement with Corralitos Volunteer Fire Department
- Agreement with Las Cumbres Volunteer Fire

cc: County Fire Chief, Steve Wert
Corralitos Volunteer Fire Department
Las Cumbres Volunteer Fire
Davenport Fire and Rescue
Bonny Doon Volunteer Fire and Rescue Reserve

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

001 37

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: CDF/County Fire (Dept.)
Pat O'Quay (Signature) (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz - County Fire Department (Agency) and Corralitos Volunteer Fire Company, 120 Eureka Canyon Rd. Watsonville, CA 95076 (Name & Address)
- The agreement will provide fund's for the purchase of equipment as described in Exhibit A.
- The agreement is needed, to purchase equipment that will improve fire and rescue service
- Period of the agreement is from 07/01/97 to 06/30/98
- Anticipated cost is \$529.64 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Agreement is under the County Fire Department Matching Funds Grant Program.
- Appropriations are budgeted in 304100 (Index#) 5280 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriation are available and will be encumbered. Contract No. 71630 Date 5/13/98
GARY A. KNUTSON, Auditor - Controller
By Jana Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the CDF Chief to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 5/18/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz)
_____, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 19_____.
_____, County Administrative Officer
_____, Deputy Clerk

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AGREEMENT

Agreement for Distribution of Funds under the Matching Funds Program of the Santa Cruz County Fire Department

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the CORRALITOS VOLUNTEER FIRE COMPANY, hereinafter referred to as "CORRALITOS VFC," hereby agree as follows:
2. TERM OF AGREEMENT: This agreement shall become effective as of the date of execution. The term of this agreement is for a maximum period of one year from the effective date; or not more than 45 days after any completion set forth in Exhibit A attached hereto, whichever is sooner. It may be extended or amended by mutual consent expressed in writing.
3. BASIS OF PAYMENT: DEPARTMENT shall grant to CORRALITOS VFC the sum of \$529.64 to be used exclusively for the specific projects described in Exhibit A. This sum is the sole and maximum payment which DEPARTMENT will make pursuant to this agreement. In no event shall the total payment made by DEPARTMENT to CORRALITOS VFC under this agreement exceed the sum of \$529.64
4. MATCHING FUNDS: Any and all funds granted to CORRALITOS VFC under the terms of this agreement shall be matched by CORRALITOS VFC on a dollar-for dollar basis for each project listed on Exhibit A. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by CORRALITOS VFC.
5. EXCESS FUNDS: Any funds paid to CORRALITOS VFC in excess of the amount "earned" by CORRALITOS VFC, as contemplated in Paragraphs 3 and 5 above, shall be returned to DEPARTMENT within 45 days after completion of the project.
6. DISPUTES: In the event of any dispute over qualifying matching expenditures of CORRALITOS VFC, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: Matt /
CORRALITOS/DEPARTMENT

7. ADDRESSES: The mailing address of the parties hereto, for all notices, payments, repayments, or any other activity under the terms of this agreement, are:

A. CORRALITOS VFC: Mark Hickey
CORRALITOS VOLUNTEER FIRE COMPANY
120 Eureka Canyon Road
Watsonville, CA 95076

B. DEPARTMENT: Steve Wert, Chief
Santa Cruz County Fire Department
P.O. Drawer F-2
Felton, CA 95018

8. DUTIES AND RESPONSIBILITIES:

A. ~~CORRALITOS~~ CORRALITOS VFC shall submit to DEPARTMENT, prior to the termination date provided herein in Paragraph 2, a statement detailing the qualifying matching expenditures made under Paragraph 3 above.

B. CORRALITOS VFC shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to CORRALITOS VFC. Payments to CORRALITOS VFC will not be made if evidence of incorporation has not been submitted.

C. The Board of Directors of CORRALITOS VFC shall be vested with responsibility for the administration of the program to be conducted under this agreement.

9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CORRALITOS VFC shall exonerate, indemnify, defend and hold harmless DEPARTMENT (which shall include, without limitation, their officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which may be imposed for injury to or death for persons, or damage to property as a result of, arising out of, or in any manner connected with the CORRALITOS VFC'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of DEPARTMENT. Such indemnification includes any damage to person(s) or property(ies) of CORRALITOS VFC and third persons.

Initials: Mark /
CORRALITOS/DEPARTMENT

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to CORRALITOS VFC and CORRALITOS VFC'S officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
10. NON-DISCRIMINATION PROVISIONS: CORRALITOS VFC will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment in the performance of this agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, a medical condition or any other non-merit factor unrelated to job performance, CORRALITOS VFC shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.
11. COMPLIANCE WITH APPLICABLE LAWS: The CORRALITOS VFC shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating this program.
12. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:
- A. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, CORRALITOS VFC retains the primary responsibility for carrying out all terms of this agreement, It shall be activities of the subcontractor to assure services set forth herein are adequately performed, The CORRALITOS VFC shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: Map /
CORRALITOS/DEPARTMENT

B. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in the Paragraph 3.

12. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representation, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

13. CONFLICT OF INTEREST: CORRALITOS VFC and its employees, a d members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

14. INDEPENENT CONTRACTOR STATUS: CORRALITOS VFC and DEPARTMENT agree that CORRALITOS VFC, its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of CORRALITOS VFC performing under the terms of this agreement, are not acting as officers, employees, or agents of the DEPARTMENT.

15. AVAILABLE FUNDS: This agreement is valid and enforceable only if sufficient funds are available to DEPARTMENT for fiscal year 1997-98 for the purposes of this program. In addition, this contract is subject to an additional restrictions, limitation, or conditions enacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: Mell
CORRALITOS/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By:

Chief, Santa Cruz County Fire Department

DATED: 5/12/98
BY Mell
Chair, CORRALITOS VOLUNTEER FIRE COMPANY

APPROVED AS TO FORM:

Maria Costa
County Counsel

Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
CORRALITOS VFC

Exhibit A

The projects to be completed under this agreement are the purchase of:

1. Streamlight Lifeboxes, 4 each
2. Hydrant Equipment Bags, 3 each
3. Vehicle Access Kits, 3 each
4. Work Light, 500 Watts, 5 each

Initials: Muff
CORRALITOS/DEPARTMENT

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: CDF/County Fire (Dept.)
[Signature] (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz - County Fire Department (Agency) and Davenport Volunteer Fire Company, 75 Marine View Ave., Davenport CA 95017 (Name & Address)
- The agreement will provide funds for the purchase of equipment as described in Exhibit A.
- The agreement is needed to purchase equipment that will improve fire and rescue services
- Period of the agreement is from 07/01/97 to 06/30/98
- Anticipated cost is ~~\$6,984,544~~ \$1,354.32 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Agreement is under the County Matching Funds Grant Program.
- Appropriations are budgeted in 304100 (Index#) 5 280 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 71637 Date 5/13/98
GARY A. KNUTSON, Auditor - Controller
By *[Signature]* Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst) By *[Signature]* County Administrative Officer Date 5/18/98

Agreement approved as to form. Date _____

Distribution: .
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ~~Blue~~
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Slate of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

AGREEMENT

Agreement for Distribution of Funds under the Matching Funds Program of the Santa Cruz County Fire Department

- 1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the DAVENPORT FIRE/RESCUE AUXILIARY, hereinafter referred to as "DAVENPORT VFC," hereby agree as follows:
- 2. TERM OF AGREEMENT: This agreement shall become effective as of the date of execution. The term of this agreement is for a maximum period of one year from the effective date; or not more than 45 days after any completion set forth in Exhibit A attached hereto, whichever is sooner. It may be extended or amended by mutual consent expressed in writing.
- 3. BASIS OF PAYMENT: DEPARTMENT shall grant to DAVENPORT VFC the sum of \$1354.32 to be used exclusively for the specific projects described in Exhibit A. This sum is the sole and maximum payment which DEPARTMENT will make pursuant to this agreement. In no event shall the total payment made by DEPARTMENT to DAVENPORT VFC under this agreement exceed the sum of \$1354.32.
- 4. MATCHING FUNDS: Any and all funds granted to DAVENPORT VFC under the terms of this agreement shall be matched by DAVENPORT VFC on a dollar-for dollar basis for each project listed on Exhibit A. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by DAVENPORT VFC.
- 5. EXCESS FUNDS: Any funds paid to DAVENPORT VFC in excess of the amount "earned" by DAVENPORT VFC, as contemplated in Paragraphs 3 and 5 above, shall be returned to DEPARTMENT within 45 days after completion of the project.
- 6. DISPUTES: In the event of any dispute over qualifying matching expenditures of DAVENPORT VFC, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: SBZ
DAVENPORT/DEPARTMENT

7. ADDRESSES: The mailing address of the parties hereto, for all notices, payments, repayments, or any other activity under the terms of this agreement, are:

- A. DAVENPORT VFC: Steven Hicks, President
 DAVENPORT FIRE/RESCUE AUXILIARY
 75 Marine View
 Davenport, CA 95017
- B. DEPARTMENT: Steve Wert, Chief
 Santa Cruz County Fire Department
 P.O. Drawer F-2
 Felton, CA 95018

8. DUTIES AND RESPONSIBILITIES:

- A. ~~DAVENPORT~~ DAVENPORT VFC shall submit to DEPARTMENT, prior to the termination date provided herein in Paragraph 2, a statement detailing the qualifying matching expenditures made under Paragraph 3 above.
- B. DAVENPORT shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to DAVENPORT VFC. Payments to DAVENPORT VFC will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of DAVENPORT VFC shall be vested with responsibility for the administration of the program to be conducted under this agreement.

9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

DAVENPORT VFC shall exonerate, indemnify, defend and hold harmless DEPARTMENT (which shall include, without limitation, their officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which may be imposed for injury to or death for persons, or damage to property as a result of, arising out of, or in any manner connected with the DAVENPORT VFC'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of DEPARTMENT. Such indemnification includes any damage to person(s) or property(ies) of DAVENPORT VFC and third persons.

Initials: SWT
 DAVENPORT/DEPARTMENT

B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to DAVENPORT VFC and DAVENPORT VFC'S officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

10. NON-DISCRIMINATION PROVISIONS: DAVENPORT VFC will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment in the performance of this agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, a medical condition or any other non-merit factor unrelated to job performance, DAVENPORT VFC shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.

11. COMPLIANCE WITH APPLICABLE LAWS: The DAVENPORT VFC shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating this program.

12. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, DAVENPORT VFC retains the primary responsibility for carrying out all terms of this agreement, It shall be activities of the subcontractor to assure services set forth herein are adequately performed, The DAVENPORT VFC shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: SSH
DAVENPORT/DEPARTMENT

B. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in the Paragraph 3.

- 12. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representation, warranties and **convenants** made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.
- 13. CONFLICT OF INTEREST: DAVENPORT VFC and its employees, a d members including **officers** of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.
- 14. INDEPENENT CONTRACTOR STATUS: DAVENPORT VFC and DEPARTMENT agree that DAVENPORT VFC, its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of DAVENPORT VFC performing under the terms of this agreement, are not acting as officers, employees, or agents of the DEPARTMENT.
- 15. AVAILABLE FUNDS: This agreement is valid and enforceable only if sufficient funds are available to DEPARTMENT for fiscal year 1997-98 for the purposes of this program. In addition, this contract is subject to an additional restrictions, limitation, or conditions enacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: SDA
 DAVENPORT/DEPARTMENT

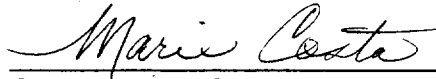
SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
 By: _____

Chief, Santa Cruz County Fire Department

DATED: 4/4/98
 By: SEAS
 President, DAVENPORT FIRE/RESCUE AUXILIARY

APPROVED AS TO FORM:



County Counsel

Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
DAVENPORT VFC

Exhibit A

The projects to be completed under this agreement are the purchase of:

1. Holmatro Small Hyd. Ram with Extension

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

49

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: CDF/County Fire (Dept.)
[Signature] (Signature) _____ (Date)

The Board of Supervisors hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz - County Fire Department (Agency) and Bonny Doon Volunteer Fire/Rescue, Inc., 975 Martin Rd., Bonny Doon (Name & Address) CA 95060
- The agreement will provide funds for the purchase of equipment as described in Exhibit A.
- The agreement is needed to purchase equipment that will improve fire and rescue service
- Period of the agreement is from 07/01/97 to 06/30/98
- Anticipated cost is \$ 6,984.54 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Agreement is under the County Matching Funds Grant Program
- Appropriations are budgeted in 304100 (Index#) 5 2 8 0 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74.

Appropriations are available and will be encumbered. Contract No. 71638 Date 5/13/98
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 5/18/98

Agreement approved as to form. Date _____

Distribution: -
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

14

AGREEMENT

Agreement for Distribution of Funds under the Matching Funds Program of the Santa Cruz County Fire Department

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the BONNY DOON VOLUNTEER FIRE AND RESCUE RESERVE, INC. hereinafter referred to as "BONNY DOON VFC," hereby agree as follows:

2. TERM OF AGREEMENT: This agreement shall become effective as of the date of execution. The term of this agreement is for a maximum period of one year from the effective date; or not more than 45 days after any completion set forth in Exhibit A attached hereto, whichever is sooner. It may be extended or amended by mutual consent expressed in writing.

3. BASIS OF PAYMENT: DEPARTMENT shall grant to BONNY DOON VFC the sum of \$6984.54 to be used exclusively for the specific projects described in Exhibit A. This sum is the sole and maximum payment which DEPARTMENT will make pursuant to this agreement. In no event shall the total payment made by DEPARTMENT to BONNY DOON VFC under this agreement exceed the sum of \$6984.54.

4. MATCHING FUNDS: Any and all funds granted to BONNY DOON VFC under the terms of this agreement shall be matched by BONNY DOON VFC on a dollar-for dollar basis for each project listed on Exhibit A. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by BONNY DOON VFC.

5. EXCESS FUNDS: Any funds paid to BONNY DOON VFC in excess of the amount "earned" by BONNY DOON VFC, as contemplated in Paragraphs 3 and 5 above, shall be returned to DEPARTMENT within 45 days after completion of the project.

6. DISPUTES: In the event of any dispute over qualifying matching expenditures of BONNY DOON VFC, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: *RM* /
BONNY DOON/DEPARTMENT

7. ADDRESSES: The mailing address of the parties hereto, for all notices, payments, repayments, or any other activity under the terms of this agreement, are:

A. BONNY DOON VFC: Jac Idleman, Treasurer
BONNY DOON VFC
100 Westdale Drive
Bonny Doon, CA 95060

B. DEPARTMENT: Steve Wert, Chief
Santa Cruz County Fire Department
P.O. Drawer F-2
Felton, CA 95018

8. DUTIES AND RESPONSIBILITIES:

- A. ~~Bonny~~ BONNY DOON VFC shall submit to DEPARTMENT, prior to the termination date provided herein in Paragraph 2, a statement detailing the qualifying matching expenditures made under Paragraph 3 above.
- B. BONNY DOON shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to BONNY DOON VFC. Payments to BONNY DOON VFC will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of BONNY DOON VFC shall be vested with responsibility for the administration of the program to be conducted under this agreement.

9. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS:

BONNY DOON VFC shall exonerate, indemnify, defend and hold harmless DEPARTMENT (which shall include, without limitation, their officers, agents , employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which may be imposed for injury to or death for persons, or damage to property as a result of, arising out of, or in any manner connected with the BONNY DOON VFC'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of DEPARTMENT. Such indemnification includes. any damage to person(s) or property(ies) of BONNY DOON VFC and third persons.

Initials: *JDW*
BON-NY DOON/DEPARTMENT

B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to BONNY DOON VFC and BONNY DOON VFC'S officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

10. NON-DISCRIMINATION PROVISIONS: BONNY DOON VFC will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment in the performance of this agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, a medical condition or any other non-merit factor unrelated to job performance, BONNY DOON VFC shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.

11. COMPLIANCE WITH APPLICABLE LAWS: The BONNY DOON VFC shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating this program.

12. SUBCONTRACT AND ASSIGNMENT OF THE CONTRACT:

A. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, BONNY DOON VFC retains the primary responsibility for carrying out all terms of this agreement, It shall be activities of the subcontractor to assure services set forth herein are adequately performed, The BONNY DOON VFC shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: *Bv*
BONNY DOON/DEPARTMENT

B. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in the Paragraph 3.

13. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representation, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

14. CONFLICT OF INTEREST: BONNY DOON VFC and its employees, a d members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

15. INDEPENENT CONTRACTOR STATUS: BONNY DOON VFC and DEPARTMENT agree that BONNY DOON VFC, its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of BONNY DOON VFC performing under the terms of this agreement, are not acting as officers, employees, or agents of the DEPARTMENT.

16. AVAILABLE FUNDS: This agreement is valid and enforceable only if sufficient funds are available to DEPARTMENT for fiscal year 1997-98 for the purposes of this program. In addition, this contract is subject to an additional restrictions, limitation, or conditions enacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: R &
BONNY DOON/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By:

Chief, Santa Cruz County Fire Department

DATED: 4 Apr. 1998
BY [Signature]
Chair, BONNY DOON FIRE & RESCUE, INC.

APPROVED AS TO FORM:

Marie Coste

County Counsel

Distribution:

- Santa Cruz County Fire Chief
- County Administrative Office
- County Counsel
- Auditor-Controller
- BONNY DOON VFC

Exhibit A

The projects to be completed under this agreement are the purchase of:

1. Semi-Automatic Defibrillator(s), 2 each
2. PCMCIA Data Cards, 2 each
3. Battery Pack, 2 each
4. Zoll ECG Simulator, 1 each
5. Battery Support System, 1 each

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: CDF/County Fire (Dept.)
[Signature] (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz -County Fire Department (Agency)
and Las Cumbres Volunteer Fire Company, Las Cumbres Rd., Los Gatos, CA (Name & Address)
95030

2. The agreement will provide ~~fund~~ funds for the purchase of equipment as described in Exhibit A.

3. The agreement is needed ~~to purchase equipment that will improve fire and rescue service.~~

4. Period of the agreement is from 07/01/97 to 06/30/98

5. Anticipated cost is \$1131.50 (Fixed amount; Monthly rate; Not to exceed _____)

6. Remarks: Agreement is under the County Fire Department Matching Funds Program.

7. Appropriations are budgeted in 304100 (Index#) 5280 (Subobject#)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 71639 Date 5/13/98
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deput.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst)
By [Signature] County Administrative Officer Date 5/18/98

Agreement approved as to form. Date _____

- Distribution: -
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

AGREEMENT

Agreement for Distribution of Funds under the Matching Funds Program of the Santa Cruz County Fire Department

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the LAS CUMBRES VOLUNTEER FIRE COMPANY, hereinafter referred to as "LAS CUMBRES VFC," hereby agree as follows:

2. TERM OF AGREEMENT: This agreement shall become effective as of the date of execution. The term of this agreement is for a maximum period of one year from the effective date; or not more than 45 days after any completion set forth in Exhibit A attached hereto, whichever is sooner. It may be extended or amended by mutual consent expressed in writing.

3. BASIS OF PAYMENT: DEPARTMENT shall grant to LAS CUMBRES VFC the sum of \$113 1.50 to be used exclusively for the specific projects described in Exhibit A. This sum is the sole and maximum payment which DEPARTMENT will make pursuant to this agreement. In no event shall the total payment made by DEPARTMENT to LAS CUMBRES VFC under this agreement exceed the sum of \$1131.50

4. MATCHING FUNDS: Any and all funds granted to LAS CUMBRES VFC under the terms of this agreement shall be matched by LAS CUMBRES VFC on a dollar-for dollar basis for each project listed on Exhibit A. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by LAS CUMBRES VFC.

5. EXCESS FUNDS: Any funds paid to LAS CUMBRES VFC in excess of the amount "earned" by LAS CUMBRES VFC, as contemplated in Paragraphs 3 and 5 above, shall be returned to DEPARTMENT within 45 days after completion of the project.

6. DISPUTES: In the event of any dispute over qualifying matching expenditures of LAS CUMBRES VFC, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: 

 LAS CUMBRES/DEPARTMENT

7. ADDRESSES: The mailing address of the parties hereto, for all notices, payments, repayments, or any other activity under the terms of this agreement, are:

A. LAS CUMBRES VFC: Kirk Mehus
 LAS CUMBRES VOLUNTEER FIRE COMPANY
 20 129 Beatty Ridge Road
 Los Gatos, CA 95033

B. DEPARTMENT: Steve Wert, Chief
 Santa Cruz County Fire Department
 P.O. Drawer F-2
 Felton, CA 95018

8. DUTIES AND RESPONSIBILITIES:

- A. ~~Rep~~ LAS CUMBRES VFC shall submit to DEPARTMENT, prior to the termination date provided herein in Paragraph 2, a statement detailing the qualifying matching expenditures made under Paragraph 3 above.
- B. LAS CUMBRES VFC shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to LAS CUMBRES VFC. Payments to LAS CUMBRES VFC will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of LAS CUMBRES VFC shall be vested with responsibility for the administration of the program to be conducted under this agreement.


9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

LAS CUMBRES VFC shall exonerate, indemnify, defend and hold harmless DEPARTMENT (which shall include, without limitation, their officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which may be imposed for injury to or death for persons, or damage to property as a result of, arising out of, or in any manner connected with the LAS CUMBRES VFC'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of DEPARTMENT. Such indemnification includes any damage to person(s) or property(ies) of LAS CUMBRES VFC and third persons.

Initials: 
 LAS CUMBRES/DEPARTMENT

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to LAS CUMBRES VFC and LAS CUMBRES VFC'S officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
10. NON-DISCRIMINATION PROVISIONS: LAS CUMBRES VFC will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment in the performance of this agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, a medical condition or any other non-merit factor unrelated to job performance, LAS CUMBRES VFC shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.
11. COMPLIANCE WITH APPLICABLE LAWS: The LAS CUMBRES VFC shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating this program.
12. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:
- A. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, LAS CUMBRES VFC retains the primary responsibility for carrying out all terms of this agreement, It shall be activities of the subcontractor to assure services set forth herein are adequately performed, The LAS CUMBRES VFC shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials:  _____
 LAS CUMBRES/DEPARTMENT

APPROVED AS TO FORM:



County Counsel


Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
LAS CUMBRES VFC

Exhibit A

The projects to be completed under this agreement are the purchase of:

1. Handie-Talkie Portable Radio
2. Station Exhaust Fan
3. Portable Generator

Initials:  / _____
LAS CUMBRES/DEPARTMENT