



County of Santa Cruz

33

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

December 29, 1998

Agenda: 1/26/99

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

County Fire Department Matching Funds Program (FY 1998/99)

Dear Members of the Board:

During the 1998-99 budget hearings, your Board approved \$10,000 in the County Fire Department budget index 304100 for the 1998-99 Matching Funds Grant Program. At the company representatives review on November 4, 1998, five projects were approved by the group for funding in the current fiscal year:

Las Cumbres	\$ 680.00	Quartz Scene Lights
Bonny Doon	\$ 1,802.74	Emergency Medical Equipment
	635.99	Vehicle Emergency Equipment
Loma Prieta	\$ 329.72	Ham Radio
	265.00	Cell Phone
	2,960.06	AMKUS Rescue Package
Corralitos	\$ 2,193.00	Jaws of Life - Combo Tool
Davenport	\$ 362.40	Programmable Keypad Door Locks
	432.99	Portable Water Pump
	313.32	Four PETZL Seat Harnesses

TOTAL \$ 9,975.21

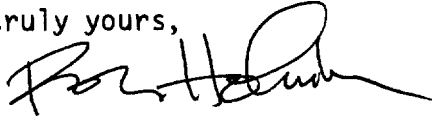
It is therefore RECOMMENDED that your Board:

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

County Fire Department Matching Funds
January 26, 1999
Page 2

2. Authorize the Auditor-Controller to distribute \$9,975.21 of the \$10,000 appropriation available in index 304100 sub-object 5280 for the 1998/99 Matching Funds Program as detailed in the attached agreements.

Very truly yours,



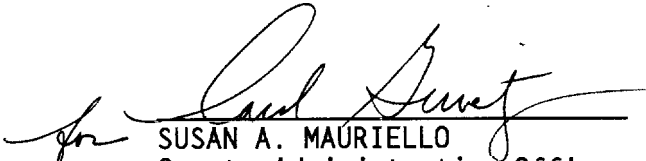
ROY HOLMBERG, Director

RH:bd/firematc

Attachments:

- Agreement with Davenport Volunteer Fire and Rescue
- Agreement with Bonny Doon Volunteer Fire and Rescue
- Agreement with Corralitos Volunteer Fire Dept.
- Agreement with Las Cumbres Volunteer Fire and Rescue
- Agreement with Loma Prieta Volunteer Fire and Rescue

RECOMMENDED:




SUSAN A. MAURIELLO
County Administrative Officer

cc: County Fire Chief, Steve Wert
Davenport Volunteer Fire and Rescue
Bonny Doon Volunteer Fire and Rescue
Corralitos Volunteer Fire Dept.
Las Cumbres Volunteer Fire and Rescue
Loma Prieta Volunteer Fire and Rescue
County Administrative Office
County Counsel
Auditor/Controller

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

35

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

FROM: Gen Services/County Fire (Dept.)
 (Signature) 1-11-99 (Date)

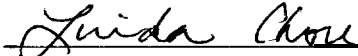
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ - COUNTY FIRE DEPT (Agency)
and, Las Cumbres Volunteer Fire and Rescue, Las Cumbres Road, Los Gatos, CA 950331 (Name & Address)
2. The agreement will provide matching 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 7/1/98 to 6/30/99
5. Anticipated cost is \$ 680.00 (Fixed amount; Monthly rate (Not to exceed))
6. Remarks: agreement is under the County Fire Department Matching Funds Program.
7. Appropriations are budgeted in 304.100 (Index#) 5280 (Subobject)

26-105 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been numbered. a Contract No. C081639A e 1/11
are not

GARY A. KNUTSON, Auditor - Controller

BY  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). County Administrative Officer

Remarks:

(Analyst)

By  a t e 1-1

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 _____

19 _____ By _____ Deputy Clerk

AGREEMENT

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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 LAS CUMBRES FIREAND RESCUE, hereinafter referred to as "LAS CUMBRES F&R," 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 F&R the sum of \$680.00 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 F&R under this agreement exceed the sum of \$680.00.
4. MATCHING FUNDS: Any and all funds granted to LAS CUMBRES F&R under the terms of this agreement shall be matched by LAS CUMBRES F&R 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 F&R.
5. EXCESS FUNDS: Any funds paid to LAS CUMBRES F&R in excess of the amount "earned" by LAS CUMBRES F&R, as contemplated in Paragraphs 3 and 5 above, shall be returned to DEPARTMENT within 4.5 days after completion of the project.
6. DISPUTES: In the event of any dispute over qualifying matching expenditures of LAS CUMBRES F&R, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: / & _____
LA'S 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 F&R.: KIRK MEHUS
LAS CUMBRESVOLUNTEER FIRE & RESCUE
20129 BEATTY RIDGE RD
LAS CUMBRES, 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. Report: LAS CUMBRES F&R 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 F&R shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to LAS CUMBRES F&R. Payments to LAS CUMBRES F&R will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of LAS CUMBRES F&R 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 F&R 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 F&R 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 F&R and third persons.

Initials: *LM* /
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 F&R and LAS CUMBRES F&R. 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 F&R 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 F&R 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 F&R 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 F&R retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The LAS CUMBRES F&R shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: 12
LAS CUMBRES/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: LAS CUMBRES F&R and its employees, and 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. INDEPENDENT CONTRACTOR STATUS: LAS CUMBRES F&R and DEPARTMENT agree that LAS CUMBRES F&R., its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of LAS CUMBRES F&R. 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 1998-99 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, 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: llc /
LAS CUMBRES/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: 12/27/98 By: _____

Chief, Santa Cruz County Fire Department

DATED: 12/27/98 By: _____

By WICK MEALUS
LAS CUMBRES VOLUNTEER FIRE & RESCUE

APPROVED AS TO FORM:

Maria Costa
County Counsel

APPROVED AS TO INSURANCE:

RLH 1-14-99
RISK MGMT.

Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
LAS CUMBRES F&R

Exhibit A

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

1.	QUARTZ HALOGEN SCENE LIGHTS	\$ 680.00
	TOTAL	\$680.00

Initials: 16n /
LAS CUMBRES/DEPARTMENT

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

4 1

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

FROM: General Services/County Fire (Dept.)
[Signature] (Signature) 1-11-99 e)

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)
Davenport Volunteer Fire and REscue Auxiliary, P.O. Box ~~25~~, Davenport, CA 95017 (Name & Address)
and, _____
2. The agreement will provide matching 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 services.
4. Period of the agreement is from 7/1/98 to 6/30/99
5. Anticipated cost is \$ 1,108.71 (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)

26-105 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C081637A Date 1/11/99
are not will be

GARY A. KNUTSON, Auditor - Controller
By Linda Chou Deputy.

Proposol 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 Bobble County Administrative Officer
Date 1-13-99

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 DAVENPORT VOLUNTEER FIRE AND RESCUE AUXILIARY, hereinafter referred to as "DAVENPORT VF&R AUX," 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 VF&R AUX the sum of \$1,108.71 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 VF&R AUX under this agreement exceed the sum of \$1,108.71.

4. MATCHING FUNDS: Any and all funds granted to DAVENPORT VF&R AUX under the terms of this agreement shall be matched by DAVENPORT VF&R AUX 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 VF&R AUX.

5. EXCESS FUNDS: Any funds paid to DAVENPORT VF&R AUX in excess of the amount "earned" by DAVENPORT VF&R AUX, 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 VF&R AUX, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: SDZ/
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 VF&R AUX.: STEVE HICKS
 DAVENPORT VOLUNTEER FIRE & RESCUE AUXILIARY
~~P.O. BOX 206~~ PO Box D
 DAVENPORT, CA 95017

B. DEPARTMENT: Steve Wert, Chief
 Santa Cruz County Fire Department
 P.O. Drawer F-2
 Felton, CA 950 18

8. DUTIES AND RESPONSIBILITIES:

- A. Report: DAVENPORT VF&R AUX 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 VF&R AUX shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to DAVENPORT VF&R AUX. Payments to DAVENPORT VF&R AUX will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of DAVENPORT VF&R AUX 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 VF&R AUX 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 VF&R AUX 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 VF&R AUX and third persons.

Initials S. Wert
 DAVENPORT/DEPARTMENT

B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to DAVENPORT VF&R AUX and DAVENPORT VF&R AUX. 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 VF&R AUX 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 VF&R AUX 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 VF&R AUX 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 VF&R AUX retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The DAVENPORT VF&R AUX shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: SDA
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.

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: DAVENPORT VF&R AUX and its employees, and 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. INDEPENDENT CONTRACTOR STATUS: DAVENPORT VF&R AUX and DEPARTMENT agree that DAVENPORT VF&R AUX., its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of DAVENPORT VF&R AUX. 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 1998-99 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, 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: SDZ
DAVENPORT/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By: _____

Chief, Santa Cruz County Fire Department

DATED: 12/1/98

By: St. DZ

Chair, DAVENPORT VOLUNTEER FIRE & RESCUE
AUXILIARY

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Pl. H. 1-94-99
RISK mgmt.


Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
DAVENPORT VF&R AUX

Exhibit A

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

1.	PROG KEYPAD DOOR LOCKS	\$ 362.40
2.	FOUR PETZEL SEAT HARNESS'	313.32
3.	PORTABLE WATER PUMP	432.99
	TOTAL	\$1,108.71

Initials: 
DAVENPORT/DEPARTMENT

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

47

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

FROM: General Services/County Fire (Dept.)
Pat Holm (Signature) 1-11-99 (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 DEPT (Agency)
and, Corralitos Volunteer Fire Dept, Inc, 120 Eureka Canyon Rd, Watsonville, CA 95076 (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 service.
- Period of the agreement is from 7/1/98 to 6/30/99
- Anticipated cost is \$ 2,193.00 (Fixed amount; Monthly rate Not to exceed)
- Remarks: agreement is under the County Fire Department Matching Funds Program
- Appropriations are budgeted in 304100 (Index#) 5280 (Subobject)

Also Ref Co 50974A, 6143A NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74
Appropriations are available and will be encumbered. Contract No. CO81636A Date 1/11/99

GARY A. KNUTSON, Auditor - Controller

By Linda Chau 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). County Administrative Officer

Remarks: _____

(Analyst) By [Signature] Date 1-13-99

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 CORRALITOS VOLUNTEER FIRE DEPARTMENT, INC, hereinafter referred to as "CORRALITOS VFDJNC," 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 VFDJNC. the sum of \$2193.00 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 VFDJNC. under this agreement exceed the sum of \$2,193.00.
4. MATCHING FUNDS: Any and all funds granted to CORRALITOS VFDJNC. under the terms of this agreement shall be matched by CORRALITOS VFDJNC. 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 VFDJNC.
5. EXCESS FUNDS: Any funds paid to CORRALITOS VFDJNC. in excess of the amount "earned" by CORRALITOS VFDJNC., 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 VFDJNC., the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: MH / _____
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 VFDJNC.: Mark Hickey
CORRALITOS VOLUNTEER FIRE DEPT, INC
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 VFDJNC. 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 VFDJNC. shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to CORRALITOS VFDJNC.. Payments to CORRALITOS VFD, INC. will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of CORRALITOS VFDJNC. 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 VFDJNC. 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 VFDJNC. 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 VFDJNC. and third persons.

Initials: MCY / _____
CORRALITOS/DEPARTMENT

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to CORRALITOS VFDJNC. and CORRALITOS VFDJNC. 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 VFDJNC. 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 VFD,INC. 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 VFDJNC. 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 VFDJNC. retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The CORRALITOS VFDJNC. shall be held responsible by DEPARTMENT for the performance of any subcontractor.
- Initials: mch / _____
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.

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: CORRALITOS VFDJNC. and its employees, and 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. INDEPENDENT CONTRACTOR STATUS: CORRALITOS VFD, INC. and DEPARTMENT agree that CORRALITOS VFDJNC., its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of CORRALITOS VFDJNC. 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 1998-99 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, 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: MMH /
CORRALITOS/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By:

Chief, Santa Cruz County Fire Department

DATED: 12/7/98

BY MMH

Chair, CORRALITOS VOLUNTEER FIRE DEPT, INC

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

PLH 1-14-99
RISK MGMT

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. COMBINATION TOOL – JAWS OF LIFE

Initials: Mall
CORRALITOS/DEPARTMENT

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

53

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

FROM: General Services/County Fire (Dept.)
Rasth... (Signature) 1-11-99 (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, LOMA Prieta Fire and Rescue, c/o 23580 Summit Rd, LosGatos, CA 95033 (Name & Address)
- The agreement will provide matching 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 7/1/98 to 6/30/99
- Anticipated cost is \$ 3,554.78 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Agreement is under the County Fire Department Matching Funds program.
- Appropriations are budgeted in 304100 (Index#) (S5280b o b j e c t)

Ref CD 50976A NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. CO 81462A Date 1/11/99
GARY A. KNUTSON, Auditor - Controller
BY Linda Chau 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: By Bob... County Administrative Officer Date 1-13-99
(Analyst)

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Yellow
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 officer duly entered
in the minutes of said Board on _____ County Administrative Officer
By _____ Deputy Clerk

13

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 LOMA PRIETA VOLUNTEER FIRE AND RESCUE, hereinafter referred to as "LOMA PRIETA F&R," 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 LOMA PRIETA F&R the sum of \$3,554.78 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 LOMA PRIETA F&R under this agreement exceed the sum of \$3554.78.

4. MATCHING FUNDS: Any and all funds granted to LOMA PRIETA F&R under the terms of this agreement shall be matched by LOMA PRIETA F&R 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 LOMA PRIETA F&R.

5. EXCESS FUNDS: Any funds paid to LOMA PRIETA F&R in excess of the amount "earned" by LOMA PRIETA F&R, 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 LOMA PRIETA F&R, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: /
LOMA PRIETA/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. LOMA PRIETA F&R.: GUY DENUES
LOMA PRIETA VOLUNTEER FIRE & RESCUE
23580 SUMMIT 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. Report: LOMA PRIETA F&R 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. LOMA PRIETA F&R shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to LOMA PRIETA F&R. Payments to LOMA PRIETA F&R will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of LOMA PRIETA F&R shall be vested with responsibility for the administration of the program to be conducted under this agreement.

9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

LOMA PRIETA F&R 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 LOMA PRIETA F&R 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 LOMA PRIETA F&R and third persons.

Initials:  /
LOMA PRIETA/DEPARTMENT'

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to LOMA PRIETA F&R and LOMA PRIETA F&R. 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: LOMA PRIETA F&R 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, LOMA PRIETA F&R 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 LOMA PRIETA F&R 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, LOMA PRIETA F&R retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The LOMA PRIETA F&R shall be held responsible by DEPARTMENT for the performance of any subcontractor.
- Initials:
LOMA PRIETA/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: LOMA PRIETA F&R and its employees, and 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. INDEPENDENT CONTRACTOR STATUS: LOMA PRIETA F&R and DEPARTMENT agree that LOMA PRIETA F&R., its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of LOMA PRIETA F&R. 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 1998-99 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, 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: [Signature]
LOMA PRIETA/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By:

[Signature]
Chief, Santa Cruz County Fire Department

DATED: 12-2-98

By

[Signature]
LOMA PRIETA VOLUNTEER FIRE & RESCUE

APPROVED AS TO FORM:

[Signature: Marie Costa]
County Counsel

APPROVED AS TO INSURANCE

[Signature] 1-14-99
RISK MGMT.

Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
LOMA PRIETA F&R

Exhibit A

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

1.	HAM RADIO	\$ 329.72
2.	CELL PHONE & SERVICE	265.00
3.	AMKUS RESCUE PKG	2,960.06
	TOTAL	\$3,554.78

Initials: 
LOMA PRIETA/DEPARTMENT

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

59

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

FROM: Santa Cruz County Fire/General Services (Dept.)
R. H. [Signature] (Signature) 1-11-99 (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 Bonny Doon Volunteer Fire and Rescue, Inc, 975 Martin Road, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide matching 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 7/1/98 to 6/30/99
- Anticipated cost is \$ 2,438.73 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: agreement is under the County Fire Department Matching Funds Program.
- Appropriations are budgeted in 304100 (Index#) 5280 (Subobject)

Ref. Co. 61464A NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. CO 81638 Date 1/11/99

GARY A. KNUTSON, Auditor - Controller

By Linda Chou 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) County Administrative Officer

Remarks:

(Analyst)

By [Signature] Date 1-13-99

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 _____

19 - - - -

By _____ County Administrative Officer
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 BONNY DOON VOLUNTEER FIRE AND RESCUE, INC., hereinafter referred to as "BONNY DOON F&R, INC.," 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 F&R, INC. the sum of \$2,438.73 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 F&R, INC. under this agreement exceed the sum of \$2,438.73.

4. MATCHING FUNDS: Any and all funds granted to BONNY DOON F&R, INC. under the terms of this agreement shall be matched by BONNY DOON F&R, INC. 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 F&R, INC..

5. EXCESS FUNDS: Any funds paid to BONNY DOON F&R, INC. in excess of the amount "earned" by BONNY DOON F&R, INC., 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 F&R, INC., the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: 
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 F&R,INC.: JAC IDELMAN, TREASURER
 BONNY DOON VOLUNTEER FIRE & RESCUE,INC
 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

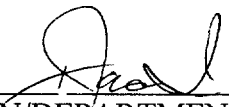
8. DUTIES AND RESPONSIBILITIES:

- A. Report: BONNY DOON F&R,INC. 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 F&R,INC. shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to BONNY DOON F&R,INC.. Payments to BONNY DOON F&R,INC. will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of BONNY DOON F&R,INC. 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 F&R,INC. 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 F&R,INC. 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 F&R,INC. and third persons.

Initials: Jac
 BONNY DOON F&R,INC. DEPARTMENT

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to BONNY DOON F&R,INC. and BONNY DOON F&R,INC.. 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 F&R,INC. 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 F&R,INC. 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, martial 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 F&R,INC. 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, BONNY DOON F&R,INC. retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The BONNY DOON F&R,INC. shall be held responsible by DEPARTMENT for the performance of any subcontractor.
- Initials: 
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 F&R, INC. and its employees, and 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. INDEPENDENT CONTRACTOR STATUS: BONNY DOON F&R, INC. and DEPARTMENT agree that BONNY DOON F&R, INC., its officers, employees, agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of BONNY DOON F&R, INC. 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 1998-99 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, 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: [Signature]
BONNY DOON/DEPARTMENT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By:

Chief, Santa Cruz County Fire Department

DATED: 12/20/98

By

[Signature]
BONNY DOON VOLUNTEER FIRE & RESCUE, INC

APPROVED AS TO FORM:

[Signature: Marie Costa]
County Counsel

APPROVED AS TO INSURANCE

[Signature] 1-14-99
RISK mgmt

Distribution:

Santa Cruz County Fire Chief
 County Administrative Office
 County Counsel
 Auditor-Controller
 BONNY DOON F&R,JNC.

Exhibit A

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

- | | | |
|----|--|-------------|
| 1. | EMER MED EQUIP (OXYGEN BOTTLE&PULSE OXCIMETER,
BACK BOARDS,STOKES BASKET) | \$ 1,802.74 |
| 2. | VEHICLE EMERG EQUIP AUTO DUMP ACTUATOR,SWITCH
FOR VALVE,42"EXTEND CHUTE) | 635.99 |
| | TOTAL | \$2,438.73 |

Initials: 
 BONNY DOON/DEPARTMENT