

OPERATIONAL AGREEMENT

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Objective 2

CDF will provide a compilation of updated, summary data used in the County Fire Department Master Plan, in preparation for the development and completion of a new master plan in FY 1999-2000. This data will include incident data, assessed valuation and operational issues/resolutions. A report reflecting updated data will be presented to the Fire Department Advisory Commission (FDAC) by its third meeting of the calendar year. County will provide adequate funds for consulting services to assist in development of plan.

Objective 3

CDF will continue to evaluate any potential functional consolidations and/or cooperative agreements that would provide greater operational efficiency for the County Fire Department. As information regarding this objective becomes available the item will be placed on the agenda of the Fire Department Advisory Commission.

Objective 4

CDF will continue to administer the annual Matching Funds program to supplement donations raised by volunteer companies. The Chief will select a committee to review applications and allocate the funds.

Objective 5

CDF will pursue additional sources of revenue or cost controls that would assist the County Fire budget requirements.

Objective 6

CDF will, as the Fire Chiefs' Association designated Area Fire Coordinator, serve as liaison with local fire agencies in ensuring coordination in all aspects of disaster planning (preparedness, response, recovery, and mitigation). At a minimum, the following activities will occur during the contract year:

- (a) Maintain disaster preparedness communications.
- (b) Develop mutual aid plan with other agencies in the county.
- (c) CDF will, as Area Fire coordinator, participate in drills in January and February 1999 focusing on participating fire agencies during non-fire emergencies.

OPERATIONAL AGREEMENT

Objective 7

The County Fire Chief will work with the Volunteer Company Officers. The Chief will be responsible for meeting with the Volunteer Company Officers on a monthly basis (or as needed), and providing feedback to the Emergency Services Coordinator and the Fire Department Advisory Commission (FDAC) .

Objective 8

The County Fire Chief will continue to review the purchasing process, with the goal being to streamline the process to ensure compliance with state and county regulations.

Objective 9

CDF will provide semi-annual reports in May and October on achievements of contract amendments objectives, highlighting issues needing further study, work or financing in order to complete tasks. This report will be forwarded to the Contract Administrator for review.

Objective 10

CDF will provide staff support and information to the County Fire Department Advisory Commission (FDAC) in accordance with direction received from the Board of Supervisors and the schedule adopted by the FDAC. Topics which the FDAC has been directed to review in the upcoming year include the Five Year Master Fire Plan, that will be developed in 1998/99, countywide Advanced Life Support (paramedic service) study and recommendations, volunteer recruitment and retention, new station development and financing, and the interface between the new Santa Cruz consolidated Emergency Communications Center. CDF will provide staff support in these topics and other matters that come before the FDAC.

OPERATIONAL AGREEMENT

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ELEMENT #2: FIRE PREVENTIONObjective 1

CDF will provide and coordinate all services related to fire prevention activities for County staff and facilities including:

- (a) Conduct annual inspections of County facilities, in coordination with appropriate County Departments (General Services, Parks and Recreation, and Public Works). An inspection schedule for contract year 1998/99 will be established by January 15, 1999, with monthly status reports on status of facilities inspected to date and recommended actions forwarded to the General Services Department.
- (b) Provide technical comments with regard to provision of and/or impact of the Uniform Fire Code as adopted by the County. CDF will respond to the requesting department in writing within five (5) business days.
- (c) Provide responses to all inquiries made by the County regarding State Fire Marshal regulations. CDF will respond to the requesting department in writing within five (5) business days.
- (d) Enforce applicable codes, regulations and laws that pertain to fire protection activities.

Objective 2

CDF will review all construction plans submitted for areas within County Service Area 4 and 48, for fire safety using the Santa Cruz County Uniform Fire Code and all applicable ordinances and General Plan provisions. CDF shall review and return 80% of all complete plans submitted to the County Planning Department in conformance with review timelines adopted by the County Planning Department, dependent upon normal staffing levels.

Objective 3

County Planning will notify CDF and CDF will participate in all fire protection related pre-construction planning meetings related to plans as described in Objective 2 and any construction plans for County facilities. Such planning activity includes the conduct of appropriate site visits, with the focus on fire protection/safety.

Objective 4

CDF will ensure that occupancies in County Service Areas 4 and 48 that are required to be inspected be inspected annually.

OPERATIONAL AGREEMENT

Objective 5

As the County Fire Chief/Fire Marshal, CDF will serve as the final authority for street numbering and addressing appeals. The General Services Department will conduct such appeal hearings within three weeks of notification to CDF.

Objective 6

CDF prevention staff will continue to provide public education services in conjunction with the County Fire Chief's Association. Services will include school programs, Fire Prevention Week demonstrations, county fair exhibits and other similar opportunities for public outreach.

OPERATIONAL AGREEMENT**ELEMENT #3: SUPPRESSION****Objective 1**

CDF will manage CDF/County Fire resources in such a manner that the first engine arrives on scene within ten minutes of receipt of call by the Santa Cruz County Consolidated Emergency Communication Center for 80% of reported fires.

Objective 2

CDF will manage necessary resources for a first alarm assignment to ensure that all responding units will arrive on scene at 80% of reported structure fires within twenty minutes of receipt of call by the Santa Cruz County Consolidated Emergency Communication Center.

Objective 3

CDF will maintain pre-fire suppression plans for non-residential occupancies/complexes identified as hazards by CDF.

Objective 4

CDF will contact UC Santa Cruz Fire to assess the interest, benefit, and feasibility of developing a jointly funded reserve firefighter program.

OPERATIONAL AGREEMENT

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ELEMENT #4: EMERGENCY MEDICAL SERVICES (EMS)Objective 1

CDF will manage CDF and/or County Fire resources in such a manner that the first arriving fire unit is on scene within ten minutes of receipt of call by the Santa Cruz County Consolidated Emergency Communication Center for 80% of requests for medical assistance.

Objective 2

CDF will continue to maintain up to date defibrillator documentation for all training conducted/provided for both volunteer and career personnel. These records will be available to Health Services Agency staff upon request.

Objective 3

CDF staff will monitor new EMS technologies, procedures, equipment and regional/state planning efforts for possible incorporation into County Fire response protocols. Such monitoring will include operational impact and priority analysis through the Santa Cruz County Fire Company Officer's committee, devising budget recommendations and potential financing strategies for acquisition of equipment and associated training.

Objective 4

CDF will evaluate fire department based paramedic services in conjunction with the County EMS agency. The evaluation will include a description of potential fire department EMS service models and a feasibility discussion for each level of service.

OPERATIONAL AGREEMENT

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ELEMENT #5: COMMUNICATIONSObjective 1

CDF will maintain a database methodology through their Computer Aided Dispatch (CAD) system that will provide necessary information and management reports appropriate to County statistical requirements.

Objective 2

CDF will continue to update location information within their CAD system that duplicates the SCCECC database as it pertains to county fire agencies, including street names, address range by 'blocks' (i.e. distance between cross streets) and marks/paddle markers. The Santa Cruz County Consolidated Emergency Communication Center will maintain the geofile.

Objective 3

CDF will continue to work with the Santa Cruz County Consolidated Emergency Communication Center relative to interagency issues and coordinated responses affecting both agencies. CDF will provide to the contract administrator written requests regarding administrative decisions on particular issues.

Objective 4

The CDF Emergency Command Center Chief or designated representative will attend monthly Santa Cruz County Fire Company Officers Committee meetings to provide support and liaison on all telecommunications issues. The Emergency Command Center Chief will be responsible for appropriate follow up with the CDF administration on pertinent items.

Objective 5

As the Santa Cruz County Fire Department, CDF will continue to work with the Santa Cruz County Consolidated Emergency Communication Center to determine the best method to interconnect the dispatch center with CDF's Emergency Command Center. This will include potential interconnectivity of the Santa Cruz County Consolidated Emergency Communication Center Computer Aided Dispatch system (CAD) with CDF's CAD system.

ELEMENT #6: FACILITIES

Objective 1

CDF will continue to coordinate all work related to site identifications and site development for replacement stations in the Bonny Doon and Summit areas. Status reports will be presented quarterly to the General Services Department and the Fire Department Advisory Commission.

ELEMENT #7: VOLUNTEERSObjective 1

CDF will, in conjunction with Volunteer Association Representatives, produce a draft document to serve as a Volunteer Handbook for review by Fire Department Advisory Commission and Board of Supervisors. The Handbook shall be a guide to Volunteers and CDF for recruiting, training, and discipline of Volunteer Firefighters.

Objective 2

CDF will, in conjunction with the Volunteer Company Officers, review current processes for recruiting, hiring, and training volunteers, and develop periodic recommendations for improving volunteerism effort in total.

Objective 3

The County Fire Chief will meet with a representative of the Volunteer Firefighters Association to discuss and resolve volunteer issues. The Chief will report to the Emergency Services Coordinator and the Fire Department Advisory Commission regarding these meetings as necessary.

OPERATIONAL AGREEMENT

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ELEMENT #8: TRAININGObjective 1

CDF will provide/coordinate training that will provide eighty (80) percent of new volunteers the opportunity to complete the following courses within the first year of volunteer service:

First Aid
 CPR
 Defibrillator
 Hazardous Materials
 Basic Fire Academy
 Cultural Diversity/Sexual Harassment

Objective 2

CDF will conduct an annual training plan workshop with volunteer and career personnel to develop the training plan for the following fiscal year. A copy of the training plan will be provided to the Fire Department Advisory Commission. The plan will focus on training needs identified by field and training personnel. Courses offered may include (but not be limited to):

Low Angle/High Angle Rescue
 Auto Extrication
 Hazardous Materials
 First Aid/CPR Initial Training and Recertification
 Incident Command System
 Driver/Operator
 Company Officer
 Volunteer Fireground Command
 Instructional Techniques

Additionally, CDF will coordinate the use of County Fire training funds to support volunteer and career employee attendance at out-service training to include (but not be limited to) the following:

Emergency Medical Technician
 Rescue Systems
 Applicable courses from the California Fire Service Training and Education System (CFSTES)
 National Fire Academy
 Hunter Liggett Wildland Fire School
 Fire Rescue West annual training convention

OPERATIONAL AGREEMENTObjective 3

CDF will provide a minimum of six (6) supervised drill sessions per company per year. The subjects of the drill sessions will be determined through the training plan process and will be included in the annual training plan.

Objective 4

CDF will provide and/or participate in annual training on disaster operations and tactical procedures for both volunteers and career personnel. Such training will be in both seminar and disaster drill formats and will involve municipal fire agencies and other first responders.

OPERATIONAL AGREEMENT

This operational agreement is between the California Department of Forestry and Fire Protection (CDF) and the County of Santa Cruz for the period of January 1, 1999 through December 31, 1999. The purpose of this Operational Agreement is to describe in detail the County requirements and expectations for the level of service provided by CDF in the three schedules and **Amador** portions of the Cooperative Agreement. The contents of the Operational Agreement are consistent with the County of Santa Cruz County Fire Department Master Fire Plan.

The County of Santa Cruz contracts with CDF to provide administrative and operational management of the County Fire Department. By resolution, the CDF Ranger Unit Chief is delegated the authority by the County Board of Supervisors to act as the County Fire Chief/County Fire Marshal. The responsibilities of the County Fire Chief/County Fire Marshal include delivery of fire protection, emergency medical service, fire prevention service and other duties associated with a full service fire department. This program is consistent with statutes and CDF statewide policies of developing cooperative fire protection programs with local government.

The Operational Agreement is organized into nine elements reflective of a full-service fire delivery system. Each element lists specific objectives for fire services in contract year 1998/99. The elements are:

1. Management
2. Fire Prevention
3. Suppression
4. Emergency Medical Services
5. Communications
6. Facilities
7. Volunteers
8. Training
9. Equipment

ELEMENT #1: MANAGEMENT

Objective 1

The CDF Ranger Unit Chief, in assuming the title and responsibilities of the County Fire Chief/County Fire Marshal, will ensure that the fire service objectives contained in this Operational Agreement are met within allocated resources and funding. The County Fire Chief/County Fire Marshal has the authority to manage all administrative and operational functions of the County Fire Department. CDF acknowledges that the final authority for administrative decisions relative to the County Fire Department and Fire Marshal programs rests with the County Administrative Officer and the County Board of Supervisors. Any decisions requiring legal counsel will be referred to Santa Cruz County Counsel for legal opinion. Additional responsibilities detailed throughout this Operational Agreement include activities related to ongoing County programs (i.e., employee safety training, County facility inspections, and technical advisement).

SCHEDULE E

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

NAME OF LOCAL AGENCY Santa Cruz County

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in section 15.

By:

Signature Printed Name

Title

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

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in section 16.

By:

Janet McKinley Signature Printed Name
Janet McKinley

Risk Manager
Title

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

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in section 15.

By:

Signature Printed Name

Title

SCHEDULE C

NAME OF LOCAL AGENCY Santa Cruz County

This is a Schedule C of Cooperative Agreement originally dated July 1, 1998, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original

OPERATING BUDGET

Salaries and Employee Benefits

3100 Regular Pay Permanent	\$	39,584
3105 Overtime Pay-Permanent	\$	-
3110 Regular Pay-Extra Help	\$	30,000
3140 Differential Pay	\$	-
3150 OASDI Social Security	\$	5,707
3155 PERS	\$	5,302
3160 Employee Insurance/Benefits	\$	6,154
3170 Worker's Compensation Insurance	\$	40,000

Subtotal-Employee Salaries and Benefits \$ 126,747

Services and Supplies

3210 Clothing and Personal Supplies	\$	35,542
3235 Radio	\$	142,539
3240 Telecom Services	\$	4,126
3305 Other Insurance	\$	48,300
3355 Maintenance-Office Equipment	\$	500
3405 Maint. Structure, Improvements, Grounds, Other	\$	6,000
3430 Medical, Dental, Lab Supplies	\$	7,500
3450 Memberships	\$	1,008
3451 Miscellaneous Expense	\$	33,291
3484 Duplicating Supplies	\$	125
3491 Postage	\$	500
3493 Supplies	\$	1,000
3505 Accounting and Auditing Fees	\$	16,781
3550 County Overhead	\$	47,584
3575 Data Processing Services	\$	5,000
3612 Fiscal Agents Fees	\$	1,000
3637 Medical Services	\$	15,000
3650 Planning Services	\$	1,000
3665 Prof. and Special Services-Other	\$	1,432,979
3810 Rents and Leases-Strut. Imp. and Grounds	\$	1,890

Schedule C: Santa Cruz County, FY 98/99

3825 Small Tools and Instruments	\$	5,000	
3970 Management Charges	\$	12,672	
3975 Special Miscellaneous Expense	\$	4,610	
3990 Photo Supplies	\$	425	
4105 Special District Expense	\$	19,471	
4110 Subscriptions Books and Ed. Materials	\$	1,200	
4310 Utilities	\$	6,000	
429 Transportation and Travel	\$	14,308	
Subtotal-Services and Supplies			\$ 1,865,351
 <u>Other Charges</u>			
4825 Principal on COPS Notes	\$	162,759	
4865 Interest on COPS Notes	\$	67,389	
5191 Contributions to Other Agencies-Other	\$	10,000	
5280 Contributions to Other Agencies-Other	\$	16,857	
Subtotal-Other Charges			\$ 257,005
 <u>Fixed Assets</u>			
6610 Buildings and Improvements	\$	100,066	
8404 Equipment	\$	9,330	
8409 Mobile Equipment	\$	207,234	
Subtotal-Fixed Assets			\$ 352,592
<u>9695 Contingencies</u>	\$	35,962	\$ 35,962
Grand Total			\$ 2,601,695

SCHEDULE D

NAME OF LOCAL AGENCY Santa Cruz County

Schedule D is made a part of this agreement originally dated July 1, 199__, between the STATE and LOCAL AGENCY.

Original Amendment for Fiscal Year 199__ Not Applicable

Section 17.C VEHICLES, is expanded to include the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

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

State shall:

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

SCHEDULE D (CONTINUED)

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

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

All vehicles are actual cost

SANTA CRUZ COUNTY VEHICLES

078

<u>CO#</u>	<u>LIC #</u>	<u>RADIO</u>	<u>YR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>LOCATION</u>
coxo13	296479	WT-32	94	WMARK	WT-2000	BONNY DOON/C32
COX016	458178	ATK-48	84	GMC	FST-ATK	SUMMIT WDS/C44
COX018	296480	WT-44	94	WMARK	WT-2000	LOMA PRIETA/C44
COX020	072671	RES-32	86	FORD	RESCUE	BONNY DOON/C32
coxo21	101566	E-32	87	INTNL	FTH-1000	BONNY DOON/C32
coxo22	293702	T1752	92	FORD	F150 4X4	MADDOCKS/S31
*COX029	351106	E-242	88	FORD	FTH-1000	PAJARO DUNES/S42
*COX030	054474	E-42	97	PIERCE	FTH-1000	PAJARO DUNES/S42
coxo31	267184	E-26	90	INTNL	FTH-500	LAS CUMBRES/C26
coxo35	296455	R1732	93	GMC	REPAIR	FELTON SHOP/S31
COX050	362945	P1724	92	FORD	BRONCO	EDGE/S31
COX056	372179	RES-26	93	GMC	RESCUE	LAS CUMBRES/C26
coxo57	372178	RES-41	93	GMC	RESCUE	CORRALITOS/S41
COX058	012004	P1723	95	JEEP	WAGON	SALSE/S31
coxo59	012038	RES-37	95	GMC	RESCUE	DAVENPORT/C37
COX066	365866	E-41	91	INTNL	FTH	CORRALITOS/S41
COX067	365862	E-34	91	INTNL	FTH	EMPIRE GRD/S34
COX068	365865	E-37	91	INTNL	FTH	DAVENPORT/C37
COX069	365864	E-33	91	INTNL	FTH	BIG CREEK/S33
COX73R	101565	E-31	87	INTNL	FTH-1000	FELTON/S31
COX076	267187	WT-41	90	FORD	WT-1250	CORRALITOS/S41
coxo77	267188	E-46	90	FORD	FTH-1000	MBA/C46
COX78R	610266	E-231	72	FORD	FTH-1000	FELTON/S31
coxo79		E-44	98	PIERCE	FTH-1250	LOMA PRIETA/C44
COX080		E-47	98	PIERCE	FTH-1250	BURRELL/S47
COX081		REs-44	98	FORD	RESCUE	LOMA PRIETA/C44

INDEX CODE 1700
PCA 17720 (*PCA 17700)

Revised 12/98

MAB

SCHEDULE A-PRC 4142

069

Facilities

All Stations (pro rata)	Supplies/Repairs				\$4,500
Felton HQ	Garbage	12	\$45		\$540
Corralitos FFS	"	12	\$50		\$600
Saratoga Summit FFS	"	12	\$35		\$420
Burrell FFS	"	12	\$30		\$360
Big Creek FFS	"	12	\$25		\$300
Subtotal Facilities					\$6,720

Consultant & Professional Services - Interdepartmental

Commercial Driver's License Holder Drug and Alcohol Testing		1	HEM	\$368	
Subtotal C & P Services					\$368

Utilities

	Water	12	\$100		\$1,200
Felton HQ	"	12	\$35		\$420
Corralitos FFS			\$0		\$0
	Electricity	12	\$400		\$4,800
Felton HQ	"	12	\$200		\$2,400
Corralitos FFS	"	12	\$150		\$1,800
Saratoga Summit FFS	"	12	\$125		\$1,500
Burrell FFS	"	12	\$120		\$1,440
Big Creek FFS			\$0		\$0
	LPG/Gas	12	\$20		\$240
Felton HQ/Shop	"	12	\$45		\$540
Corralitos FFS	"	12	\$90		\$1,080
Saratoga Summit FFS	"	12	\$90		\$1,080
Burrell FFS		12	\$50		\$600
Big Creek FFS					
Subtotal Utilities					\$17,100

Personal Care

					Benefits		
					11.59%		
Uniform Allowance	2	Full-time wearers (Captai 2 yrs	\$530	\$1,060	\$123	\$1,183	
"	12	Contract period wearers 79.5	\$44	\$3,498	\$405	\$3,903	
Dress Uniform	4	Full-time wearers (FC/FPS II)	\$160	\$640	\$74	\$714	
					Benefits @		
					0.00%		
Uniform Allowance	2	FPSII 2 yrs	\$530	\$1,060	\$0	\$1,060	
"	1	HEM 1 year	\$365	\$385	\$0	\$385	
"	2.5	Dispatch Clerk 2.5 yrs.	\$405	\$1,013	\$0	\$1,013	
Prot. Clothing Allowance	1	HEM Prot. Clothing 12	\$9	\$108	\$0	\$108	
Tool Allowance	1	HEM Tool Allowance 1 year	\$525	\$525	\$0	\$525	
Foodstuffs						\$5,000	
Laundry						\$900	
Subtotal Personal Care						\$14,791	

Vehicles

County owned	29	Engines and Support Vehicles	Actual Expenses	Subtotal Vehicles	\$40,800
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070

Miscellaneous

Equipment Repair/Rental		\$5,000	
General Expense			
Small Tools		\$10,000	
Radio Maint. (supplies)		\$5,000	
Printing		\$750	
Postage		\$1,000	

Subtotal Miscellaneous \$21,750

Subtotal Op. Expense \$130,099

Total PM= 185
 PY= 15.4

Total Personal Service and Operating Expense \$1,175,249
 Administrative Charge 11.13% \$130,805

*Grand Total Schedule A **\$1,306,055**

30-Dec-98 :RUN DATE

INDEX 1700 PCA 17721

THIS IS SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 1998
 BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 AND SANTA CRUZ COUNTY, A LOCAL AGENCY

PERSONAL SERVICES

Fire Control & Emergency Service	No	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 11.59%	Total
Big Creek FFS	3	Captain	11/1-5/31	21	\$515	\$10,815	\$1,253	\$12,068
Corralitos FFS	3	Captain	11/1-5/31	21	\$515	\$10,815	\$1,253	\$12,068
Saratoga Summit FFS	3	Captain	11/1-5/31	21	\$515	\$10,815	\$1,253	\$12,068
Burrell FFS	3	Captain	11/1-5/31	21	\$515	\$10,815	\$1,253	\$12,068
<u>Subtotal-Personal Service</u>								\$48,274

OPERATING EXPENSES

Vehicle Operations

No.	Type	Mos.	Rate	Total
1	Engine	7	\$350	\$2,450

Communications

No.	Type	Mos.	Rate	Total
1	Mobile	7	\$8.41	\$59
4	Base Station	28	\$32.32	\$905
2	Handi-talkie	14	\$2.21	\$31
Subtotal Communications				\$995

Subtotal Op. Expense \$3,445

Total Personal Service and Operating Expense \$51,719
 Administrative Charge 11 13% \$5,756

Grand Total Amador Plan **\$57,475**

14-Dec-98 RUN DATE

SCHEDULE C

NAME OF LOCAL AGENCY Santa Cruz County, CSA#4 (Pajaro Dunes)

This is a Schedule C of Cooperative Agreement originally dated July 1, 1998, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original

OPERATING BUDGET

Salaries and Employee Benefits

3110 Regular Pay-Extra Help	\$ 23,191	
3150 OASDI Social Security	\$ 2,142	
Subtotal-Employee Salaries and Benefits	\$	25,333

Services and Supplies

3210 Clothing and Personal Supplies	\$ 1,500	
3235 Radio	\$ 1,807	
3240 Telecom Services	\$ 1,663	
3275 Other Household Expense	\$ 150	
3355 Maintenance-Office Equipment	\$ 450	
3405 Maint. Structure, Improvements, Grounds, Other	\$ 500	
3451 Miscellaneous Expense	\$ 700	
3493 Supplies	\$ 150	
3505 Accounting and Auditing Fees	\$ 5,727	
3550 County Overhead	\$ 10,922	
3637 Medical Services	\$ 535	
3665 Prof. and Special Services-Other	\$ 412,016	
3825 Small Tools and Instruments	\$ 1,500	
3975 Special Miscellaneous Expense	\$ 100	
4105 Special District Expense	\$ 2,500	
4110 Subscriptions Books and Ed. Materials	\$ 125	
4310 Utilities	\$ 1,500	
Subtotal-Services and Supplies	\$	441,845

Other Charges

4830 Principal on Lease Purchases	\$ 10,348	
4870 Interest on Lease Purchases	\$ 5,022	
Subtotal-Other Charges	\$	15,370
Grand Total	\$	482,548

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COOPERATIVE FIRE PROGRAMS
SCHEDULE A AGREEMENT FOR LOCAL AGENCIES

064

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
UNIT CHIEF,

By:

Steve Wert
Signature

Steve Wert
Printed Name

Ranger Unit Chief
Title

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
REGION CHIEF

By:

Signature

Printed Name

Title

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
CDF DIRECTOR

By:

Signature

Printed Name

Deputy Director for Fire Protection
Title

LOCAL AGENCY NAME:

Santa Cruz County

By:

Signature

Printed Name

Title

DEPARTMENT OF GENERAL SERVICES

By:

Signature

Printed Name

Title

SCHEDULE A-PRC 4142

SANTA CRUZ COUNTY CSA # 4
PAJARO DUNES
FISCAL YEAR 1998-99

065

INDEX 1700 PCA 17700

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 1998
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND
SANTA CRUZ COUNTY, A LOCAL AGENCY.

PERSONAL SERVICES

Fire Control & Emergency Services	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 34.89%	Total
Pajaro Dunes FS Salaries	2	Captain	7/1-6/30	24	\$3,903	\$93,672	\$32,682	\$126,354
	3	Engineer	7/1-6/30	36	\$3,389	\$122,004	\$42,567	\$164,571
							Benefits @ 11.59%	
Planned 1/2 Time	2	Captain	7/1 -6/30	24	\$515	\$12,360	\$1,433	\$13,793
	3	Engineer	7/1 -6/30	36	\$448	\$16,128	\$1,869	\$17,997
							Benefits @ 34.89%	
Longevity Pay			7/1-6/30	10	\$600	\$6,000	\$2,093	\$8,093
Educational Incentive	4	FC/FAE	7/1-6/30	60	\$75	\$4,500	\$1,570	\$6,070
Unplanned 1 1/2 Time						\$19,292	\$0	\$19,292
Totals						\$273,956	\$82,215	\$356,171
<u>Subtotal Personal Service</u>								\$356,171

OPERATING EXPENSES

Communications	2	Mobiles		24	\$8.41	\$100.87 Each per yr	\$202
	3	Portables (HT)		36	\$2.21	\$26.48 Each per yr	\$79
Subtotal Communications							\$281
General Expense							\$1,000
Subtotal General Expense							\$1,000
Travel							\$800
Regular Travel							\$800
Subtotal Travel							\$800
Facility Maintenance							\$1,200
Subtotal Facility Maintenance							\$1,200

SCHEDULE A-PRC 4142

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Postage						\$250	
					Subtotal Postage		\$250

					Benefits @		
					11.59%		
Uniform Allowance	5	Full-time wearers (per yr.)	\$530	\$2,650	\$307	\$2,957	
Dress Uniform	5	Full-time wearers (1 time only)	\$160	\$800	\$93	\$893	

Subtotal Personal Care \$3,850

Utilities		LPG/gas				\$1,200	
					Subtotal Utilities		\$1,200

Vehicles--Operation and Maintenance						\$6,000	
County owned	2	Engines	Actual Expenses				

Subtotal Vehicles \$6,000

Subtotal Op. Expenses \$14,581

Total Personal Services and Operating Expenses	\$370,752
Administrative Charge 11.13%	\$41,265

Grand Total Schedule A \$412,016

Total PM= 60
 PY= 5

30-Dec-98 RUN DATE

SANTA CRUZ COUNTY CSA # 48
FISCAL YEAR 1998-99

INDEX 1700 PCA 17720

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 1998
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AND SANTA CRUZ COUNTY, A LOCAL AGENCY.

PERSONAL SERVICES

Fire Control & Emergency Services (Safety Personnel)	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 34.89%	Total
Burrell (LT 904)	3	Engineer	11/1-5/31	21	\$3,389	\$71,169	\$16,554	\$96,000
Corralitos (LT 904)	3	Engineer	11/1-5/31	21	\$3,389	\$71,169	\$24,831	\$96,000
Big Creek (LT 904)	3	Engineer	11/1-5/31	21	\$3,389	\$71,169	\$24,831	\$96,000
Saratoga Summit (LT 904)	2	Engineer	11/1-5/31	14	\$3,389	\$47,446	\$24,831	\$64,000
Command/Support Prev./ Plans Officer	1	Captain	7/1-6/30	12	\$3,903	\$46,836	\$16,341	\$63,177
Training Officer	1	Captain	7/1-6/30	12	\$3,903	\$46,836	\$16,341	\$63,177
Totals for Safety Personnel						\$354,625	\$123,729	\$478,354

Support Services (Non-Safety Personnel)	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 36.55%	Total
Prev./Plans Specialists	2	FPSII	7/1-6/30	24	\$3,399	\$81,576	\$29,816	\$111,392
Finance/Prevention/Support Personnel	2	Ofc Asst	7/1-6/30	24	\$2,138	\$51,312	\$18,755	\$70,067
	1	Ofc Tech	7/1-6/30	12	\$2,477	\$29,724	\$10,864	\$40,588
ECC Operator	1.5	Disp Clerk	7/1-6/30	18	\$2,477	\$44,586	\$16,296	\$60,882
Equip. Mechanic	1	HEM	7/1-6/30	12	\$3,528	\$42,336	\$15,474	\$57,810
Totals for Misc. Personnel						\$249,534	\$91,205	\$340,739

Planned 1/2 Time (Sch. A Personnel)	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 11.59%	Total
Prev./Plans Officer	1	Captain	7/1-6/30	12	\$515	\$6,180	\$716	\$6,896
Training Officer	1	Captain	7/1-6/30	12	\$515	\$6,180	\$716	\$6,896
LT Engineers	11	Engineer	11/1-5/31	77	\$448	\$34,496	\$3,998	\$38,494
(Sch. B Personnel)								
Battalion Chief	4	Bat. Chief	11/1-5/31	28	\$917	\$25,676	\$2,976	\$28,652
ECC Officer	1	Captain	11/1-5/31	7	\$515	\$3,605	\$418	\$4,023
Total Planned 1/2 Time						\$76,137	\$8,824	\$84,961

Longevity Pay	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 34.89%	Total
		Captain	10/1-6/30	10	\$350	\$3,500	\$1,221	\$4,721

SCHEDULE A-PRC 4142

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Educational Incentive

Fire Captain	2	Fire Captain	7/1-6/30	12	\$75	\$1,800	\$628	\$2,428
	4	Fire App. Eng 1	1/1-5/31	7	\$75	\$2,100	\$733	\$2,833
Total Educational Incentive						\$3,900	\$1,361	\$5,261

Unplanned 1 1/2 Time

\$125,249 \$0 \$125,249

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 11.59%	Total
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Emergency Response Bonus

Division Chief (Sch B)	2	Asst. Chief	11/1-5/31	14	\$293	\$4,102	\$475	\$4,577
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Dispatch Clerk Night Differential Rate

Benefits @ 0.00%

At 50 cents per hour	1	Disp. Clerk	7/1 -6/30	12	\$87	\$1,044	\$0	\$1,044
At 40 cents per hour	1	Disp. Clerk	11/1-5/31	3.5	\$70	\$245	\$0	\$245

Total Dispatch Differential \$1,289 \$0 \$1,289

Totals \$818,336 \$226,815 \$1,045,151

Subtotal Pers. Services **\$1,045,151**

OPERATING EXPENSES

No.	Type	Mos.	Rate	Total		
<u>Communications</u>						
Felton HQ	Telephone	800 #1	12	\$30 Contractual	\$360	
Felton HQ	"	800 2#	12	\$30 "	\$360	
Felton HQ	"	E-91 1	12	\$55 "	\$660	
Felton HQ	"	Calnet	12	\$100 "	\$1,200	
Felton HQ	"		12	\$275 "	\$3,300	
Felton HQ	"		12	\$75 "	\$900	
Training			12	\$45 "	\$540	
Burrell FFS	"	353-I 022	12	\$40 "	\$480	
Burrell FFS	"	353-5705	12	\$65 "	\$780	
Corralitos FFS	"		12	\$90 "	\$1,080	
Saratoga Summit FFS	"		12	\$100 "	\$1,200	
Big Creek FFS	"		12	\$40 "	\$480	
Chiefs	4	Cellular	48	\$65 "	\$3,120	
Training, HEM	2	"	24	\$60 "	\$1,440	
4 FC, 2 FPS, HEM, 2 TRG.	9	PageNet Paging	108	\$7.00 "	\$756	
County Radio Equip	25	Mobile	300	\$8.41	\$100.87 Contractual	\$2,522
	33	Handi-talkie	396	\$2.21	\$26.48 Contractual	\$874

Telephone for Intercoms (additional funds generated from contractual agreement with CalStar) \$3,518

Subtotal Communications \$23,570

Travel County Business/Conferences \$5,000
 Out-of-State Travel - Mobile Equipment Purchase

Subtotal Trav \$5,000



County of Santa Cruz ⁰⁴⁷ --

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG; DIRECTOR

March 15, 1999

Agenda: March 23, 1999

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

County Fire Contract

Dear Members of the Board:

During the 1998/99 budget hearings, your Board adopted budgets for the Pajaro Dunes CSA 4 (Index 304300) and County Fire CSA 48 (Index 304100) which include contracts with the California Department of Forestry and Fire Protection (CDF). The original contract amount must be modified for the Pajaro Dunes CSA 4 to reflect a reimbursement for an overpayment in 1997/98 to the State of California, as well as an adjustment for a state personnel rate change.

Original Budget Amounts:

Pajaro Dunes CSA 4 (Index 304300)	\$401,598
County Fire CSA 48 (Index 304100)	\$1,363,530
Original Total	\$1,765,128

Revised Budget Amounts:

Pajaro Dunes CSA 4 (Index 304300)	\$412,016
County Fire CSA 48 (Index 304100)	\$1,363,530
Revised Total	\$1,775,546

In November, 1998 state personnel rates changed that impacted fire contracts for fiscal year 1998/99, with a negotiated increase in salaries for longevity and educational incentives. The County Fire CSA 48 budget includes a majority of limited term

employees that are not eligible for the changed rate; consequently, no additional funding is needed for this index. The Pajaro Dunes CSA budget includes full time, year round long term employees, requiring an additional \$10,418 in the contract, for a revised total of \$412,016. The additional funds are available as unanticipated revenue from an overpayment reimbursement from the 1997/98 contract. A resolution accepting and appropriating the unanticipated revenue into the fire contract is attached for your Board's approval.

Contract Language

As in past years, language in the contract requires that one year prior to the date of expiration of the contract, the County must give CDF written notice of whether the County intends to enter into a new agreement with CDF for fire protection services and, if so, whether the County intends to change the level of fire protection services from that provided under the current agreement. Therefore, it will be necessary to determine by June 30, 1999, whether or not the County will continue contracting with CDF for fire protection services and, if so, at what level during fiscal year 2000/2001.

If notification is not sent to CDF one year prior to expiration of the agreement, CDF has the option to extend the agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced levels as CDF determines appropriate during the extended period of the agreement.

Contract Attachment

The customary CDF contract agreements are augmented locally by a negotiated attachment outlining specific performance objectives for the contract period. This attachment is the product of ongoing discussion and development by CDF, Emergency Services, the County Fire Department Advisory Commission and the County Administrative Office with the purpose of clarifying roles and expectations of all concerned, thereby improving the delivery of fire protection services. The Fire Advisory Commission has reviewed and approved the attachment offered herein at their January 1999 meeting.

It is therefore recommended that your Board:

1. Approve the agreements and contract attachment with CDF for fire protection services in Fiscal Year 1998/99 in the amount of \$1,775,546;
2. Approve the attached resolution accepting and appropriating unanticipated revenue in the amount of \$10,418 for the Pajaro Dunes CSA 4 contract;

3. Authorize the Chairperson of the Board to execute the contract agreements on behalf of the County; and

4. Direct the County Administrative Office and General Services Department to return at the 1999/00 budget hearings with a recommendation on the appropriate fire protection provider for fiscal year 2000/01.

Very truly yours,

Roy K. Holmberg
Roy K. Holmberg
Director

RECOMMENDED:

Susan A. Mauriello
for SUSAN A. MAURIELLO
County Administrative Officer

Attachments:

CDF Contract and Contract Attachment
AUD-60 Resolution Accepting Unanticipated Revenue

cc: County Fire
Auditor-Controller

file/fire98-9

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from the State of California
for reimbursement of overpayment for CDF program; and
contract (FY 1997/98)

WHEREAS, the County is recipient of funds in the amount of \$ 10,418
which are either in excess of those anticipated or are not specifically set forth in the
current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may
be made available for specific appropriation by a four-fifths vote of the Board of
Supervisors.

NOW, THEREFOR, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 10,418 into

Department County Fire (General Services)

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	304300	2384	Other Revenue.	10,418

and that such funds be and are hereby appropriated as follows:

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	304300	3665		Professional and Special Services	10,418

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched
and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By [Signature]
Department Head

Date _____

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board
 Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 19_____
by the following vote (requires four-fifths vote for approval):

AYES: SUPERSVISORS

NOES: SUPERSVISORS

ABSENT: SUPERSVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

Harvey A. Oberkrommer
County Counsel

Lucia Ward 3/15/99
Auditor-Controller

Distribution:
Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

052

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

FROM: General Services/COUNTY FIRE (Dept.)
R. Knutson (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 Santa Cruz County. Fire/ General Services (Agency) and California Dept of Forestry & Fire Protection, 1416 9th St, Sacramento, CA95814 (Name & Address)
- The agreement will provide fire protection services in County Service Area 4 - Pajaro Dunes
- The agreement is needed _____
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 412,016 (Fixed amount; Monthly rote; Not to exceed)
- Remarks: continuing contract (increase 10,418)
- Appropriations ore budgeted in 304300 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 80027B Date 3/15/99
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller
By *Sirica Ward* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of General Services to execute the same on behalf of the General Services/County Fire (CSA 4) (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By *RAW* Date 3-15-99

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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ADM - 29 (6/95)

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____ County Administrative Officer
By _____ Deputy Clerk

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

053

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

FROM: General Services / 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 SANTA CRUZ COUNTY FIRE/General Services (Agency) and California Dept of Forestry & Fire Protection, 1416 9th St, Sacramento, ca 95814 (Name & Address)
2. The agreement will provide fire protection services in the unincorporated area of the County - COUNTY SERVICE AREA 48.
3. The agreement is needed.--
4. Period of the agreement is from July 1, 1998 to June 30, 1999
5. Anticipated cost is \$ 1,363,530 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: continuing contract
7. Appropriations are budgeted in 304100 (Index#) 3665 (Subject)

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

Appropriations are not available and have been encumbered. Contract No. 80027A Date 3/15/99
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 Director of General Services to execute the same on behalf of the General Services/County Fire (CSA 48) (Agency). County Administrative Officer

Remarks: (Analyst) By [Signature] Date 3-15-99
Agreement approved as to form. Date

Distribution: Bd. of Supv. - White Auditor-Controller - Blue County Counsel - Co. Admin. Officer - Canary Auditor-Controller - Pink Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.
ADM - 29 (6/95)

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 entered in the minutes of said Board on _____ County Administrative Officer
19 _____ By _____ Deputy Clerk

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE FIRE PROTECTION SERVICES AGREEMENT FOR LOCAL AGENCIES

LOCAL AGENCY Santa Cruz County CDF AGREEMENT NO. 1 CA98805

SCHEDULE A PRC 4142 ONLY AMADOR PLAN PRC 4144 ONLY SCHEDULE A & AMADOR PLAN PRC 4142 & 4144 DISPATCH PRC 4142 ONLY

1. AUTHORIZATION

This agreement is entered into this 1st day of July, 1998, by and between the State of California, hereinafter called STATE, and Santa Cruz County, hereafter called LOCAL AGENCY through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection.

This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4142, 4143 and 4144, as applicable.

2. PURPOSE

A. Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel including "volunteers", and facilities required to prevent and extinguish forest fires during the fire season. Fire season generally occurs during the spring, summer and fall months and is defined by a specific calendar period declared by the Director.

B. The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from forest fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. Personnel providing these services may include regular employees, persons temporarily employed and commonly known as volunteers (whether regularly registered, summoned pursuant to Public Resources Code Section 4153, or working without compensation), paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

- (1) Schedule A - 4142 - STATE provides LOCAL AGENCY fire protection services,
- (2) Schedule A - 4144 - STATE provides LOCAL AGENCY fire protection services during winter non-fire season.

- (3) Schedule B - a listing of personnel, crews and major facilities of the State overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- (4) Schedule C - a listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the ranger unit chief.
- (5) Schedule D - vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.
- (6) Schedule E - Certification of Insurance and/or proof of **Self-insurance** for any of the following: Workers' Compensation Benefits, Tort Liability and Vehicle Liability.

3. TERM

The term of this agreement is July 1, 1998 through June 30, 1999.

4. EXTENSION OF AGREEMENT

- A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
- B. If LOCAL AGENCY fails to provide such notice, as defined in section 4.A., STATE shall have the option to **extend** this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in section 9.B. of this agreement.

5. TERMINATION

- A. This agreement may be terminated at the option of either STATE or LOCAL AGENCY at any time during its term specified in paragraph 3 with or without cause, on **giving** one year

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COOPERATIVE FIRE PROGRAMS
SCHEDULE A AGREEMENT FOR LOCAL AGENCIES

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written notice to the other party.

- B. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY.
- C. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services rendered.

6. MODIFICATION

- A. This agreement may be amended by mutual consent of LOCAL AGENCY and STATE.
- B. If during the term of **this agreement** LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Schedule A-4142, LOCAL AGENCY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE because of the reduction. Personnel reductions resulting solely due to an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.
- C. If during the term of this agreement costs to LOCAL AGENCY set forth in any Schedule A to this agreement increase and LOCAL AGENCY cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

7. ADMINISTRATION

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

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs in the specific Region.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Schedules A, B, and C attached hereto and made a part of this agreement.
- C. A county may appoint, with the concurrence of the Region Chief, the Unit Chief as the

STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 COOPERATIVE FIRE PROGRAMS
 SCHEDULE A AGREEMENT FOR LOCAL AGENCIES

County Fire Warden pursuant to Government Code Sections 24008, 55606 and 55608, Public Contract Code Section 20811, or other applicable appointing authority. The LOCAL AGENCY may appoint the Unit Chief as the Fire Chief. The duty statement for this position is incorporated by reference into this agreement by a local board/council resolution.

- D. The Unit Chief may dispatch personnel and equipment listed in Schedule A from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and equipment listed in Schedule B may be dispatched at the sole discretion of STATE.

The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

- E. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- F. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.
- G. LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the California Department of Forestry and Fire Protection's Region Chief when, upon determination by the Region Chief, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy.

8. SERVICES BY STATE

Fire protection services to be provided by STATE shall include the following:

- A. STATE equipment, personnel and facilities described in attachments to this agreement; the operation and maintenance of equipment provided by LOCAL AGENCY; supervision of volunteer or other local fire forces.
- B. Fire protection services over and above those normally provided by STATE under Schedule B shall be provided at LOCAL AGENCY expense during the non-fire season.

9. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Schedule A for each fiscal year. STATE shall prepare a Schedule A each year which shall be the basis for payment for the entire fiscal year for which services are provided. The Schedules shall be attached and made part

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COOPERATIVE FIRE PROGRAMS
SCHEDULE A AGREEMENT FOR LOCAL AGENCIES

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of **this agreement**.

Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Schedule C. This clause **shall** not limit the right of LOCAL AGENCY to make additional expenditures, whether under Schedule C or otherwise.

B. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

- (1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
- (2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
- (3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY **on** or after March 31.
- (4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY **on** or after March 1.
- (5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
- (6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within 30 days after the filing dates specified above, whichever is later.
- (7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

c. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Schedule A for total costs to STATE, per specified

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position, for 24-hour fire protection services during the period covered.

10. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire occurring on forest, range or nonresidential grasslands. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, on request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall apportion to LOCAL AGENCY its pro-rata proportion of recovery, less the reasonable pro-rated costs including legal fees.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the officer designated by LOCAL AGENCY.

11. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, on request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as elected by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

12. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

13. PROPERTY ACCOUNTING

All personal property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

14. INDEMNIFICATION

LOCAL AGENCY, to the extent permitted by law, agrees to indemnify, defend and save harmless

the STATE, it's officers, agents and employees from any and **all** claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with any activities under Schedules A and C of this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of any activities under Schedules A and C of this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to STATE or from acts not within the scope of duties to be performed pursuant to this agreement.

STATE, to the extent permitted by law, agrees to indemnify, defend and save harmless the LOCAL AGENCY, it's officers, agents and employees from any and **all** claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of any activities under Schedule B of this agreement, and from any and **all** claims and losses accruing or **resulting** to any person, firm or corporation who may be injured or damaged by STATE in the performance of any activities under Schedule B of this agreement.

15. INSURANCE

[] The following does not apply to this DISPATCH ONLY AGREEMENT.

LOCAL AGENCY shall provide proof of insurance in a form acceptable to the STATE and at no cost to the State. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any

losses, LOCAL AGENCY shall provide completed Schedule E and certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the Local Agency shall include the following:

- A. Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- B. The Department of Forestry and Fire Protection, State of California, and its officers, servants, and employees are included as additional insureds.
- C. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the following address:

California Department of Forestry and Fire Protection
Attention: Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 942442460

16. WORKERS COMPENSATION

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[] The following does not apply to this DISPATCH ONLY agreement.

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any temporarily employed persons, as described in Section 2B1, 2B2 and 2B4 above, on responses or training which are deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such temporary worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. LOCAL AGENCY'S shall provide STATE proof of Worker's Compensation coverage and shall notify STATE of any cancellation and change of coverage in the same manner required in Section 15 C above.

17. VEHICLES

[] The following does not apply to this DISPATCH ONLY AGREEMENT.

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Schedule A.
- B. LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.
- C. LOCAL AGENCY-owned vehicles that are furnished to the State shall be operated in accordance to LOCAL AGENCY policies. These vehicles shall be maintained in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Schedule D.

Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Schedule A are to be operated, maintained and repaired by STATE.

- D. In the case of LOCAL AGENCY-owned vehicles not included in Schedule A:
 - (1) STATE shall conform to policies of LOCAL AGENCY in operation, use, care and maintenance of said vehicles.
 - (2) LOCAL AGENCY shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.

- E. Except where LOCAL AGENCY would have no duty to indemnify STATE under Section 14 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000.

Except where STATE would have no duty to indemnify LOCAL AGENCY under Section 14, LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles.

18. NOTICES

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For STATE:

California Department of Forestry
and Fire Protection
Attn: Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 942442460

For LOCAL AGENCY:

Nancy Carr-Gordon
Emergency Services Coordinator
General Services Dept. Room 330
701 Ocean Street
Santa Cruz, CA 95060

And to the Unit Chief:

California Department of Forestry
and Fire Protection

San Mateo/Santa Cruz Ranger Unit

P.O. Drawer F-2

(Mailing Address)

Felton CA 95018

(City)

(State)

(Zip)

A change of address may be made in writing at any time by either party.

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19. AUDITS

If this agreement is over \$10,000, the parties shall be subject to examination and audit of the STATE during the term of this agreement and, in accordance with Government Code section 8546.7, for a period of three (3) years after **final** payment under the agreement. Upon reasonable notice from STATE, LOCAL AGENCY shall make its records and books relating to this agreement available for management review and fiscal audit by STATE at any time up to three years following final payment. Examination and audit shall be confined to those matters connected with performance of the agreement including, but not limited to, cost of administering agreement.

Upon reasonable notice from LOCAL AGENCY, for a period of three years, STATE shall make its records and books relating to this agreement available for audit by LOCAL AGENCY at the office of the Director.

20. ENTIRE AGREEMENT

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.