



County of Santa Cruz 0081

GENERAL SERVICES DEPARTMENT

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

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

BOB WATSON, DIRECTOR

December 20, 2000

AGENDA: January 9, 2001

Board of Supervisors
COUNTY OF SANTA CRUZ
701 Ocean Street
Santa Cruz, CA 95060

COUNTY FIRE DEPARTMENT MATCHING FUNDS PROGRAM (FY 2000/01)

Dear Members of the Board:

During the 2000/2001 budget hearings, your Board approved \$10,000 in the County Fire Department Budget Index 304100 for the 2000/2001 Matching Funds Grant Program. A review committee met on November 8, 2000 and approved five projects for funding in the current fiscal year totaling \$9,247.

| | | |
|-------------|--------------|--|
| Las Cumbres | \$1,117 | Lightweight wildland coats and pants |
| Bonny Doon | 3,996 | Mini power unit for Amkus |
| Davenport | 1,310 | Arizona Vortex rescue tripod |
| Corralitos | 1,132 | Three ultamatic 125 Nozzles Swift water rescue equipment |
| Loma Prieta | <u>1,692</u> | MSA Self-contained Breathing Apparatus Two King Handi-Talkies Honda Portable Generator |
| TOTAL | \$9.247 | |

The County match for these projects is 40% with the volunteer companies contributing 60% toward the equipment purchases. The balance of \$753 will be rebudgeted in June for the 2001/2002 Matching Funds Program, as directed in the program policy.

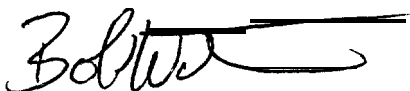
Board of Supervisors
 AGENDA: January 9, 2001
 December 22, 2000
 Page Two

It is therefore RECOMMENDED that your Board:

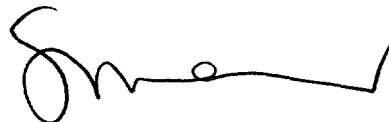
1. Authorize the County Fire Chief to sign the attached Matching Funds agreements for fire service equipment on behalf of the County; and
2. Authorize the Auditor-Controller to distribute \$9,247 available in Index 304100, Sub Object 5280 for the 2000/2001 Matching Funds Program, as detailed in the attached agreements.

Sincerely,

RECOMMENDED:



BOB WATSON
 Director



SUSAN A. MAURIELLO
 County Administrative Officer

BW:JP:mc

Attachment: Agreement with Las Cumbres Volunteer Fire & Rescue
 Agreement with Bonny Doon Volunteer Fire & Rescue
 Agreement with Davenport Volunteer Fire & Rescue
 Agreement with Corralitos Volunteer Fire & Rescue
 Agreement with Loma Prieta Volunteer Fire & Rescue

cc: County Administrative Office
 Auditor-Controller
 County Counsel
 General Services Department
 County Fire Chief Steve Wert
 Davenport Volunteer Fire & Rescue
 Bonny Doon Volunteer Fire & Rescue
 Corralitos Volunteer Fire & Rescue
 Las Cumbres Volunteer Fire & Rescue
 Loma Prieta Volunteer Fire & Rescue

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0083

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

FROM: General Services / County Fire (Dept.)
B. Davis (Signature) 12/24/00 (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)
95033
and, Las Cumbres Volunteer Fire and Rescue, 18775 Favre Ridge Rd., Los Gatos CA (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 July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 1,117 (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)

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

Appropriations are available and have been encumbered. Contract No. 02322-01 Date 12/26/00
are not will be
GARY A. KRUTSON, Auditor - Controller
By [Signature] Deputy.

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

Remarks:

(Analyst)

B. Davis County Administrative Officer

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.

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____ By _____ Deputy Clerk

AGREEMENT

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

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the LAS CUMBRES VOLUNTEER FIRE AND RESCUE, hereinafter referred to as "LAS CUMBRES VF&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 VF&R the sum of \$1117.00 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 VF&R under this agreement exceed the sum of \$1117.00.
4. MATCHING FUNDS: Any and all funds granted to LAS CUMBRES VF&R under the terms of this agreement shall be a 40% contribution for each project listed on EXHIBIT A and require a 60% contribution from LAS CUMBRES VF&R. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by LAS CUMBRES VF&R .
5. EXCESS FUNDS: Any funds paid to LAS CUMBRES VF&R in excess of the amount "earned" by LAS CUMBRES VF&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 LAS CUMBRES VF&R , the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: AW
LAS CUMBRES/DEPARTMENT

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

A. LAS CUMBRES VF&R : ARNIE WERNICK
 18775 Favre Ridge Rd
 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: LAS CUMBRES VF&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 VF&R shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to LAS CUMBRES VF&R . Payments to LAS CUMBRES VF&R will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of LAS CUMBRES VF&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 VF&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 VF&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 persons(s) or property(ies) of LAS CUMBRES VF&R and third persons.

Initial: _____ / _____
 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 VF&R and LAS CUMBRES VF&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 VF&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, martial status, ancestry, a medical condition or any other non-merit factor unrelated to job performance. LAS CUMBRES VF&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, 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 LAS CUMBRES VF&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 VF&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 VF&R shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: AW
LAS CUMBRES/DEPARTMENT

B. No subcontract using 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 VF&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 VF&R and DEPARTMENT agree that LAS CUMBRES VF&R ., its officers, employees agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of LAS CUMBRES VF&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 2000/01 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, or conditions exacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: AW

LAS CUMBRES/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By: _____

Chief, Santa Cruz County Fire Department

DATED: 11/29/2000By: Aimee W. Winters

Chair, LAS CUMBRES VOLUNTEER FIRE & RESCUE

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley
Risk Mgmt. 12-20-2000

Distribution:

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

0088

Exhibit A

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

| | | |
|----|--|---------|
| 1. | Lightweight wildland coats (5) and pants (9) | 1117.00 |
| | Total | 1117.00 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

0089

FROM: General Services / County Fire (Dept.)
B. Davis (Signature) 12/21/00 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ - COUNTY FIRE DEPARTMENT (Agency)
CA 95060
and Bonny Doon Volunteer Fire and Rescue Incorporated, 975 Martin Rd., Santa Cruz, (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 services.
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 3,996 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Agreement is under the County Fire Department Matching Funds Program.
7. Appropriations are budgeted in 304100 (Index#) 5280 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 02323-01 Date 12-26-00
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

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

Remarks: _____ (Analyst)
By [Signature] Date 12/22/00
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 40000
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 duly entered
in the minutes of said Board on

_____ 19 _____ By _____ County Administrative Officer
Deputy Clerk

18

AGREEMENT

0090

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

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, acting through the SANTA CRUZ COUNTY FIRE DEPARTMENT, hereinafter collectively referred to as "DEPARTMENT", and the BONNY DOON VOLUNTEER FIRE AND RESCUE INCORPORATED, hereinafter referred to as "BONNY DOON VF&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 VF&R INC the sum of \$3996.00 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 BONNY DOON VF&R INC under this agreement exceed the sum of \$3996.00.
4. MATCHING FUNDS: Any and all funds granted to BONNY DOON VF&R INC under the terms of this agreement shall be a 40% contribution for each project listed on EXHIBIT A and require a 60% contribution from BONNY DOON VF&R. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by BONNY DOON VF&R INC.
5. EXCESS FUNDS: Any funds paid to BONNY DOON VF&R INC in excess of the amount "earned" by BONNY DOON VF&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 VF&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 VF&R INC.: Jac Idelman
975 Martin Road
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 VF&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 VF&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 VF&R INC. Payments to BONNY DOON VF&R INC. will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of BONNY DOON VF&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 VF&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 VF&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 persons(s) or property(ies) of BONNY DOON VF&R INC. and third persons.

Initial: *Jac*
BONNY DOON/DEPARTMENT

B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to BONNY DOON VF&R INC. and BONNY DOON VF&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 VF&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 VF&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, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be **limited to**, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.
11. COMPLIANCE WITH APPLICABLE LAWS: The BONNY DOONS VF&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 VF&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 VF&R INC. shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: aw 1
BONNY DOON/DEPARTMENT

B. No subcontract using 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 VF&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 VF&R INC. and DEPARTMENT agree that BONNY DOON VF&R INC., its officers, employees agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of BONNY DOON VF&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 2000/01 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, or conditions exacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials:

Bonny Doon Dept.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: By:

Chief, Santa Cruz County Fire Department

DATED: 12/12/00By:

Chair, BONNY DOON VOLUNTEER FIRE & RESCUE, INC.

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley
Risk Mgmt. 12-28-2000

Distribution:

Santa Cruz County Fire Chief
County Administrative office
County Counsel
Auditor-Controller
BONNY DOON VF&R INC.

Exhibit A

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

| | | |
|----|---|---------|
| 1. | Mini power unit for Amkus with combo tool/push/pull ram and extension hose | 3996.00 |
| | Total | 3996.00 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0095

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

FROM: General Services / County Fire (Dept.)
B. Davis (Signature) 12/21/00 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ - COUNTY FIRE DEPARTMENT (Agency)
and Davenport Volunteer Fire and Rescue Auxiliary, P.O. Box 106, Davenport CA 95017 (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 services.
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 1,310 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 304100 (Index#) 5280 (Subobject)

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

Appropriations are available and will be encumbered.

Contract No. 02324-01 Date 12/26/00

GARY A. KNUTSON, Auditor-Controller

By [Signature] Deputy.

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

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By [Signature] Date 12/27/00

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.

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 _____

By _____ Deputy Clerk

18

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 \$1310.00 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 DAVENPORT VF&R AUX under this agreement exceed the sum of \$1310.00.
4. MATCHING FUNDS: Any and all funds granted to DAVENPORT VF&R AUX under the terms of this agreement shall be a 40% contribution for each project listed on EXHIBIT A and require a 60% contribution from DAVENPORT VF&R AUX. 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: J. J. J.
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
P.O.BOX 206
DAVENPORT, CA 95017

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

8. DUTIES AND RESPONSIBILITIES:

- A. 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 persons(s) or property(ies) of DAVENPORT VF&R AUX and third persons.

Initial: 

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: J. Del
DAVENPORT/DEPARTMENT

B. No subcontract using 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 2000/01 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, or conditions exacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: _____

DAVENPORT/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By: _____

Chief, Santa Cruz County Fire Department

DATED: 11/30/00

By: _____

Chair, DAVENPORT VOLUNTEER FIRE & RESCUE
AUXILIARY

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Jane M. McKinley 12-20-2000
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. | Arizona Vortex artificial high directional and rescue tripod | 1310.00 |
| | Total | 1310.00 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0101

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

FROM: General Services / County Fire (Dept.)
B. Davis (Signature) 12/21/00 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ - COUNTY FIRE DEPARTMENT (Agency)
and Corralitos Volunteer Fire Department, 120 Eureka Cyn. Rd., Watsonville, CA 95076 (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 services.
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 1,132 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 304100 (Index#) 5280 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 02325-01 Date 12/26/00
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposed I 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

Remark:;

(Analyst)

By [Signature] Date 12/22/00

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.

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 _____ By _____ Deputy Clerk

18

AGREEMENT

0102

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, hereinafter referred to as "CORRALITOS VF," 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 VF the sum of \$1132.00 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 VF under this agreement exceed the sum of \$1132.00.
4. MATCHING FUNDS: Any and all funds granted to CORRALITOS VF under the terms of this agreement shall be a 40% contribution for each project listed on EXHIBIT A and require a 60% contribution from CORRALITOS VF. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by CORRALITOS VF.
5. EXCESS FUNDS: Any funds paid to CORRALITOS VF in excess of the amount "earned" by CORRALITOS VF, 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 VF, the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: /
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 VF: MARK HICKEY
120 EUREKA CANYON RD
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. REPORT: CORRALITOS VF 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 VF shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to CORRALITOS VF. Payments to CORRALITOS VF will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of CORRALITOS VF 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 VF 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 VF performance under the terms of this agreement, excepting any liability arising out of the sole negligence of DEPARTMENT. Such indemnification includes any damage to persons(s) or property(ies) of CORRALITOS VF and third persons.

Initial: LM
CORRALITOS/DEPARTMENT

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

Initials: My I
CORRALITOS/DEPARTMENT

- B. No subcontract using 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 VF 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 VF and DEPARTMENT agree that CORRALITOS VF., its officers, employees agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of CORRALITOS VF. 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 2000/01 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, or conditions exacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials: 1/14CORRALITOS/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____

By: _____

Chief, Santa Cruz County Fire DepartmentDATED: 12/6/00

By: _____

Mark Huley
Chair, CORRALITOS VOLUNTEER FIRE

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley 12-20-2000
Risk Mgmt.

Distribution:

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

Exhibit A

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

| | | |
|----|--|---------|
| 1. | Three Ultamatic 125 Nozzles (1.5 task force tips) | 742.00 |
| 2. | Swiftwater rescue equipment | 390.00 |
| | Total | 1132.00 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0107

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

FROM: General Services / County Fire (Dept.)
B. Davis (Signature) 12/24/00 (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 Volunteer Fire and Rescue, c/o 25374 Spanish Ranch Rd. Los Gatos, 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 July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 1,692 (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)

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

Appropriations are available and have been encumbered. Contract No. 02326-01 Date 12/26/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

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

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By [Signature] Date 12/22/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Aud. for Controller • Blue
County Counsel • Green •
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 duly entered
in the minutes of said Board on _____

By _____ Deputy Clerk

18

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 LOMA PRIETA VOLUNTEER FIRE AND RESCUE, hereinafter referred to as "LOMA PRIETA VF&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 VF&R the sum of \$1692.00 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 LOMA PRIETA VF&R under this agreement exceed the sum of \$1692.00.
4. MATCHING FUNDS: Any and all funds granted to LOMA PRIETA VF&R under the terms of this agreement shall be a 40% contribution for each project listed on EXHIBIT A and require a 60% contribution from LOMA PRIETA VF&R. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by LOMA PRIETA VF&R .
5. EXCESS FUNDS: Any funds paid to LOMA PRIETA VF&R in excess of the amount "earned" by LOMA PRIETA VF&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 VF&R , the dispute will be decided by the DEPARTMENT and its decision shall be final and binding.

Initials: ML / 12/5/00
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 VF&R : ALEX LEHMAN
 25374 SPANISH RANCH RD
 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 VF&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 VF&R shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to LOMA PRIETA VF&R . Payments to LOMA PRIETA VF&R will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of LOMA PRIETA VF&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 VF&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 VF&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 persons(s) or property(ies) of LOMA PRIETA VF&R and third persons.

Initial: AL / 12/5/00
 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 VF&R AND LOMA PRIETA VF&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 VF&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, martial status, ancestry, a medical condition or any other non-merit factor unrelated to job performance. LOMA PRIETA VF&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, 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 LOMA PRIETA VF&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 VF&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 VF&R shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: AL / 12/5/00
LOMA PRIETA/DEPARTMENT

- B. No subcontract using 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 VF&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 VF&R and DEPARTMENT agree that LOMA PRIETA VF&R ., its officers, employees agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of LOMA PRIETA VF&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 2000/01 for the purposes of this program. In addition, this contract is subject to additional restrictions, limitations, or conditions exacted either by state, federal, or county statutes which may affect the provisions, terms or funding of this contract in any manner.

Initials:

L & E - -

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By:_____
Chief, Santa Cruz County Fire DepartmentDATED: 12/5/00
By: Alexander Leun
Chair, LOMA PRIETA VOLUNTEER FIRE & RESCUE

APPROVED AS TO FORM:

Marie Costa
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley 12-20-2000
Risk Mgmt.

Distribution

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

Exhibit A

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

| | | |
|----|---|-----------|
| 1. | MSA SCBA | 632.00 |
| 2. | Two King handi-talkies with batteries & auto harness | 766.00 |
| 3. | Honda portable generator | 294.00 |
| | Total | 1, 692.00 |