

# **County Of Santa Cruz**

# **GENERAL SERVICES DEPARTMENT**

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073 (831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

**BOB WATSON, DIRECTOR** 

December 20,2001

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060 Agenda: January 15,2002

# **COUNTY FIRE CONTRACT**

# Dear Members of the Board:

During the 2001/2002 budget hearings, your Board adopted budgets for the Pajaro Dunes-CSA 4 (Index 304300) and County Fire-CSA 48 (Index 304100) which included contracts with the California Department of Forestry and Fire Protection (CDF) in the following amounts:

Pajaro Dunes – CSA 4 (Index 304300)	\$ 445,243
County Fire – CSA 48 (Index 304100)	1,472.995

Total \$1,918,238

The contract amounts reflect nominal changes in the State benefit rates from the 2000/2001 agreement and an increase in annual radio maintenance costs.

As is required in the contract, 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, 2002, whether or not the County will continue contracting with CDF for fire protection services during the Fiscal Year 2003/04 and, if so, at what level.

The customary CDF contract agreements are augmented locally by a negotiated Operational Agreement outlining specific performance objectives for the contract period. This agreement is the product of ongoing discussion and development by CDF, General 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 Five-Year County Fire Master Plan is in the final stages of completion and will be submitted to your Board for adoption in the next few months. The Master Plan will set goals and objectives relative to the Operational Agreement. When the Fire Advisory Commission approves the Plan and it is adopted by your Board, it will then be necessary to amend the Operational Agreement and return to your Board for final approval. The current Operational Agreement will remain in effect pending adoption of the Five-Year County Fire Master Plan.

It is therefore RECOMMENDED that your Board take the following actions:

- 1. Approve the contract and Operational Agreement with CDF for fire protection services in Fiscal Year 2001/2002 in the amount of \$1,918,238;
- 2. Authorize the Chairperson of the Board to execute the contract agreements on behalf of the County;
- 3. Direct the County Administrative Office and General Services Department to return with an amended Operational Agreement upon adoption of the County Fire Master Plan; and
- 4. Direct the County Administrative Office and General Services Department to return at the 2002/2003 budget hearings with a recommendation on the appropriate fire protection provider for Fiscal Year 2003/2004.

Sincerely,

BOB WATSON

Director

BW:NCG

Attachments:

Two (2) ADM-29

Agreement

Contract (8) copies

cc: County Administrative Officer

Auditor-Controller

General Services Department

County Fire – CSA 48

Pajaro Dunes Fire – CSA 4

California Department of Forestry

S:\CountyFire\CountyFireContract.doc

RECOMMENDED:

SUSAN A. MAURIELLO

County Administrative Officer

# 0051

# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO:	Board of Supervisors	FROM:	General Ser	vices / Co	ounty Fire	(Department)
10.	County Administrative Office Auditor Controller	BY:	Signature certifie	s that appropri	ations/revenues are	Signature) />->(-o/ (Date) available
AGREE	EMENTTYPE (Check One)		Expenditure Agre	ement X	Revenue Agree	ment 🗌
The Fo	pard of Supervisors is hereby requeste	ed to approve the	attached agreeme	nt and authoriz	e <b>the</b> execution <b>of</b> s	ame.
	d agreement is between the Santa					95814
	d <u>Calif. Dept. of Forestry</u> e agreement will provide <u>fire pro</u>					•
3. Per	riod of the agreement is from <u>July</u>	y 1, 2001		to June	e 30, 2002	
	ticipated Cost is \$ 445,243		🗆 ı	Fixed 🗌 Mo	nthly Rate 🗌 Annu	al Rate X Not to Exceed
	tail:  On Continuing Agreements L  Section II No Board letter  Section III Board letter req  Section IV Revenue Agreer	required, will be I uired	02. Page CCsted under Item 8	Contract i	No: <u>10027-02</u> (	OR 1st Time Agreement
6. A)	propriations/Revenues are available a	and are budgeted	in <u>304300</u>		(Index)36	65 (Sub object)
	NOTE: IF APPROF	PRIATIONS ARE I	NSUFFICIENT, ATT	ACHED COMPL	ETEDAUD-74 OR AL	JD-60
Appro	priations available and	ve been encumb	pered. By:_	Auditor-Control	longin	Date: 12/27/01
	sal and accounting detail reviewed ar					e the agreement and authorize neral Services /
	unty Fire	,	By:	A LT		(Department/Agency
Date.	140110			ounty Administ	rative Office	
Distri	ibution: <b>Board</b> of Supervisors - White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold	proved by said	ta Cruz ex-officio mia, <b>do</b> hereby cer	tify that the <b>fo</b> r ors as recomm	regoing request for a ended by the County	of the County <b>of</b> Santa Cruz, approval of agreement <b>was</b> ap y Administrative Office <b>by an</b> <b>20</b>
	ADM - 29 (8/01) Title ■ Section 300 Proc Man	By: Deputy Cl	erk			
AUDI	TOR-CONTROLLER USE ONLY					
CO	\$ JE Amount	Line	es H/TL		Keyed By	 Date
TC1	IO Auditor <b>Description</b>	\$ An	nount	Index	Sub object	User Code

# 0052

# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO:	Board of Supervisors	FROM:	General Se	rvices / C	ounty Fire	(Departme	-
	County Administrative Office Auditor Controller	BY:	Signature certifies		tions/revenues are	(Signature) (Da	ite)
AGREE	MENTTYPE (Check One)		Expenditure Agre		Revenue Agre		
The Bo	pard of Supervisors is hereby requeste	ed to approve the	attached agreemer	nt and authorize	the execution of	same,	
1. Saic	d agreement is between the <u>Santa</u>	Cruz County	/ Fire / Gene	ral Servic	es Dept.	(Department/Agend	y)
and	d Calif. Dept. of Forest	r <u>y &amp; Fire P</u>	rotection, 14	116 9th St.,	, Sacramento	o, CA 95814 (Name/Addre	ss)
2. The	e agreement will provide <u>fire</u> pro	otection se	rvices in the	unincorpo	rated area o	of the County -	_
	County Service Area 48						_
3. Per	riod of the agreement is from $\_\mathrm{Ju1y}$	1, 2001		to June 3	30, 2002		_
4. Ant	ticipated Cost is \$ 1,472,995		D F	ixed  Mont	hly Rate 🗌 Ann	ual Rate 🗓 Not to Exceed	k
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Propix	sal and accounting detail reviewed an	d approved. It is	recommended tha	t the Board of S	Supervisors approv	e <b>the</b> agreement and autho	rize
Din	rector of General Service	s ([	Dept/Agency Head)	to execute on b	ehalf of the Gen	eral Services/	
Cc1	unty Fire					(Department/Age	ency
Date:			By: _	ounty Administra	ative Office		
Distril	bution: Board of Supervisors - White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold	proved by said	ta Cruz ex-officio mia, do hereby certi I Board of Superviso	fy that <b>the fore</b> cors as recomme	poing request for nded by the Coun	s of the County of Santa <b>Cru</b> approval of agreement was ty Administrative Office by a	ap- an
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	ocument No. JE Amount	Line	es H/TL		Keyed <sup>By</sup>	Date	
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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, 2002 through December 31, 2003. 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 Fire Department Master Fire Plan as adopted in 1990. A new master plan will be adopted during fiscal year 2001-2002. The operational agreement will be amended as necessary to reflect changes in the Master 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 2001/2002. The elements are:

⊥.	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 related to County Fire 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).

#### Objective 2

CDF will refer to and follow (within funding and staffing constraints) the implementation schedule adopted for the Fire Department Master Plan. Operational plans and agreements will be structured to facilitate Master Plan implementation.

PAGE 2

#### 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. As applicable, CDF will investigate and apply for grant funding.

#### 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 and maintain mutual aid plan with other agencies in the
- (C) CDF will, as Area Fire coordinator, participate in scheduled drills in 2002 focusing on participating fire agency response to non-fire emergencies.

#### 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 additional meetings as needed), and providing feedback to the Emergency Services Deputy Director and the Fire Department Advisory Commission (FDAC).

#### Objective 8

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

#### Objective 9

CDF will provide information and staff support 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 anticipated for FDAC review will be based upon the Fire Department Master Plan revision.

#### **ELEMENT #2:** FIRE PREVENTION

#### Objective 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). In conjunction with a County General Services Department facilities representative, an inspection schedule for calendar year 2002 will be established by January 15, 2002, with monthly 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.
- 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 protectionisafety.

#### Objective 4

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

### 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.

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#### 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.

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### **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 60% of reported fires.

#### Objective 2

CDF will evaluate response times for the first alarm assignments within each Fire Management Area as identified by the Master Plan to develop realistic response criteria for all initial attack resources to arrive on the scene of reported fires.

#### Objective 3

CDF will compile, maintain and audit response data to assess compliance with response criteria and to gather information which may be used to explore ways of improving response times.

#### Objective 4

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

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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 60% of requests for medical assistance. CDF will compile, maintain and audit response data to assess compliance with response criteria and to gather information which may be used to explore ways of improving response times.

#### Obiective 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 Health Services Agency The evaluation will include a description of potential fire department EMS service models and a feasibility discussion for each level of service.

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#### **ELEMENT #S: COMMUNICATIONS**

#### Objective 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 geo-file.

#### 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 intercon-ectivity of the Santa Cruz County Consolidated Emergency Communication Center Computer Aided Dispatch system (CAD) with CDF's CAD system.

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#### **ELEMENT #6: FACILITIES**

Objective 1

CDF will provide over-site for the maintenance of County Fire facilities as follows:

- CDF will solicit submittal for repair and maintenance projects from County Fire Volunteer Companies as needed.
- CDF will include funding for repair and maintenance of County Fire facilities as part of the annual budget process.
- CDF will coordinate implementation of repair and maintenance. Coordination will include securing funding approval, processing payment documents, and project over-site.

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#### **ELEMENT #7: VOLUNTEERS**

# Objective 1

CDF will use the County Fire Volunteer Handbook to guide its interaction with County Fire Volunteers. CDF will coordinate maintenance and updates of the Handbook as necessary in accordance with adopted procedures.

#### Objective 2

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.

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#### **ELEMENT #8: TRAINING**

#### Objective 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 Re-certification
Incident Command System
Driver/Operator
Company Officer
Volunteer Fire-ground 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

#### Objective 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.

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# **ELEMENT #9: EQUIPMENT**

#### Objective 1

CDF will comply with County's annual fixed asset inventory program requirements within budget constraints.

#### Objective 2

CDF will schedule and service all county fire apparatus and equipment to minimize down time and mechanical problems on an annual basis. A regular schedule of apparatus maintenance will be developed and followed in general accordance with CDF Automotive Maintenance Guide requirements.

#### Objective 3

An annual vehicle maintenance survey will be distributed to the volunteer companies to assess service provided by the automotive program during the preceding year. CDF staff will use these surveys to identify and address areas for improvement as necessary and within funding constraints.

#### Objective 4

The Forestry Equipment Manager (or representative) will attend the monthly company officer meetings to share information with the volunteer companies about the automotive program and to address issues as they arise.

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This agreement is effective January 1, 2002 through December 31, 2003. All other terms and conditions of the original agreement and any prior amendment remain in full force and effect.

County of Santa Cruz

Emergency Services Coordinator

CDF

Ranger Unit Chief

TC: 2002 Op Agreement

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#### CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

#### COOPERATNE FIRE PROTECTION SERVICES AGREEMENT FOR LOCAL AGENCIES

LOCAL AGENCY_COL	JNTY OF SANTA CRUZ	CDF AGREEMENT N	0
— SCHEDULE A	— AMADOR PLAN	_X_ SCHEDULE A & AMADOR	DISPATCH
PRC 4142 ONLY	PRC 4144 ONLY	PLAN PRC 4142 & 4144	PRC 4142 ONLY

#### 1. AUTHORIZATION

This agreement is entered into this 1st day of July, 2001, 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.

#### 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.
- C. The following listed schedules are part of this agreement:
  - (1) Schedule A 4142 STATE provides LOCAL AGENCY fire protection services.
  - (2) Schedule A 4144 STATE provides LOCAL AGENCY fire protection services

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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 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. IERM

The term of this agreement is July 1,2001 through June 30,2002.

# 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 tlus 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. IERMINATION

- 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 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 with thrty (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 with 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 Chef who shall, under the direction of the Director/Chief Deputy Director, manage ail 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

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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 Chef as the 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 Chef 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 Chef when, upon determination by the Region Chef, the Unit Chief acting as LOCAL AGENCY's Fire Chief under tlus 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

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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 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 w i t h 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 Chef, 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

0070

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 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. PROPER NACCOUNTING

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 Chef 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

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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

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 94244-2460

# 16. WORKERS' COMPENSATION

- 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 Chef 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 15C above.

#### 17. VEHICLES

- 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 vehcles.
  - (2) LOCAL AGENCY shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehcles.
- 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

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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 Chef 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:

For LOCAL AGENCY:

California Department of Forestry and Fire Protection

Attn: Cooperative Fire Services

P.O. Box 944246 Sacramento, CA 94244-2460

And to the Unit Chief:

California Department of Forestry and Fire Protection

San Mateo-Santa Cruz Unit P.O. Drawer F-2 Felton, CA 95018 Nancy Carr-Gordon County of Santa Cruz General Services Dept. Rm. 330 701 Ocean Street Santa Cruz, CA 95060

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

# 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.

0075

AND FIRE PROTECTION	LOCAL AGENCY NAME: SANTA CRUZ COUNTY
UNIT CHIEF /	
By: Sterle West	Ву:
Signature	Signature
Steve Wert	
Printed Name	Printed Name
Unit Chief	Chairperson, Board of Supervisors
Title	Title
DEPARTMENT OF FORESTRY	
AND FIRE PROTECTION REGION CHIEF	DEPARTMENT OF GENERAL SERVICES
By:	Ву:
Signature	Signature
Printed Name	Printed Name
Title	Title
DEPARTMENT OF FORESTRY AND FIRE PROTECTION CDF DIRECTOR	
By:	
Signature	
Printed Name	
Deputy Director for Fire Protection  Title	

SANTA CRUZ COUNTY CSA # 4 PAJARO DUNES FECAL YEAR 2001-2002

INDEX <u>1700</u> PCA <u>17700</u>

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1,2001 BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND SANTA CRUZ COUNTY, A LOCAL AGENCY.

#### **PERSONAL SERVICES**

Fir?Control & Emergency Services	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total	
Pajaro Dunes FS Sa <sup>l</sup> aries	2	Captain Engineer	711-6/30 711-6/30	24 36	\$4,221 \$3,666	\$101,304 \$131,976	30.41% \$30,807 \$40,134	\$132,111 \$172,110	
Longevity Pay Educational Incentive	3	FC/FAE	711-6/30 711-6130	12 36	\$900 \$75	\$10,800 \$2,700	\$3,284 \$821	\$14,084 \$3,521	
Planned 1/2 Time	7/1/00-8 2 3	<u>3/31/00</u> Captain Engineer	711-6130 7/1-6/30	24 36	\$557 \$484	\$13,368 \$17,424	<u>11.52%</u> \$1,540 \$2,007	\$14,908 \$19,431	
Ur planned 1 1/2 Time						\$27,992	\$ <i>0</i>	\$27,992	
				Т	otals	\$305,564	\$78,593	\$384,157	
							Subtotal Perso	onal Services	\$384,157
OPERATING EXPENSE	S								
Ccmmunications	2 3	Mobiles Portables (l	<b>⊣</b> T)	24 36	\$9.79 \$4.20		Each peryr Each per yr Subtotal Comm	\$235 \$151 unications	\$386
Communications  General Expense			<b>⊣</b> T)				Each per yr	\$151	\$386 \$1,200
			<b>⊣</b> T)				Each per yr	\$151	
G∉neral Expense Travel			<b>⊣</b> TT)				Each per yr	\$151	\$1,200

SCHEDULE A-PRC 4142

0077

Benefits @

Un form Allowance 5 Full-time wearers (per yr.) \$830 \$4,150 \$478 \$4,628

Subtotal Personal Care \$4,628

**Veliicles-Operation and Maintenance** 

County owned 2 Engines Actual Expenses \$6,550

Subtotal Op. Expenses \$16,494

Total Personal Services and Operating Expenses \$400,651

Administrative Charge 11.13% \$44,592

Grand Total Schedule A \$445,243

Total PM= 60 PY= 5

11-Dec-01 RUN DATE

SANTA CRUZ COUNTY CSA # 48 FISCAL YEAR 2001-2002

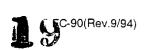
INDEX <u>1700</u> PCA <u>17720</u>

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1,2001 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	Benefits @ 30.41%	Total
(Safety Personnel)	110.	0.000.	1 Chod	11100.	rato	Salary	30.41 /6	Total
Burrell (LT 904)	3	Engineer	11/1-5/31	21	\$3,666	\$76,986	\$23,411	\$100,397
Corral'tos (LT 904)	3	Engineer	1111-5/31	21	\$3,666	\$76,986	\$23,411	\$100,397
Big Craek (LT 904)	3	Engineer	11/1-5131	21	\$3,666	\$76,986	\$23,411	\$100,397
Saratcga Summit (LT 904)	2	Engineer	11/1-5/31	14	\$3,666	\$51,324	\$15,608	\$66,932
Commond/Current						E	Benefits @	
Command/Support							30.41%	
Prev/ Plans Officer	1	Captain	7/1-6/30	12	\$4,221	\$50,652	\$15,403	\$66,055
Trainir g Officer	1	Captain	711-6/30	12	\$4,221	\$50,652	\$15,403	\$66,055
Support Services						Е	Benefits @	
(Non-Safety Personnel)							26.61%	
Prev./Plans Specialists	2	FPSII	7/1-6/30	24	\$3,676	\$88,224	\$23,476	\$111,700
Finance/Prevention/Support	2	Ofc Asst	711-6130	24	\$2,319	\$55,656	\$14,810	\$70,466
Personnel	1	Ofc Tech	7/1-6/30	12	\$2,855	\$34,260	\$9,117	\$43,377
ECC Operator	1.5	Disp Clerk	7/1-6/30	18	\$2,997	\$53,946	\$14,355	\$68,301
Equip. Mechanic	1	HEM	711-6130	12	\$4,019	\$48,228	\$12,833	\$61,061
(Sch. & Personnel)							Benefits @ 11.52%	
(Comment of Comment)							11.52/6	
Prev. 'Plans Officer	1	Captain	711-6/30	12	\$557	\$6,684	\$770	\$7,454
Train ng Officer	1	Captain	711-6/30	12	\$557	\$6,684	\$770	\$7,454
LT Engineers	11	Engineer	11/1-5/31	77	\$508	\$39,131	\$4,508	\$43,639
						-	Benefits Q	
							30.41%	
Longevity Pay	2	Captain	7/1-8131	24	\$465	\$11,160	\$3,394	\$14,554
Educat onal Incentive	2	FC/FPS	7/1-6/30	.24	\$75	\$1,800	\$547	\$2,347
Unplan ned 1 112 Time						<u>\$144,210</u>	<u>\$0</u>	<u>\$144.210</u>
Dispatch Clerk Night Differen	tial Rate	<b>?</b>					Benefits @ 26.61%	
At 50 rents per hour	1	Disp. Clerk	7/1-6/30	12	<b></b>	¢4 044	<b></b>	<b>#4.000</b>
At 40 cents per hour	1	Disp. Clerk Disp. Clerk	11/1-5/30	3.5	\$87 \$70	\$1,044 \$245	\$278 \$65	\$1,322 \$310
F 12 22 F 3 3.	•	210p. 01011	11,10101	0.0	970	Ψ240	ψυσ	φυισ
				Т	otals	<u>\$874,858</u>	<u>\$201,573</u>	<u>\$1,076,431</u>

Subtotal Pers. Services \$1,076,431



OPERATING EXPENSES	No.	Туре		Mos.	Rate		Total	
Communications	INO.	1,750		IVIOS.	Rate		Total	
Felton HQ Training		Telephone	800 #1 800 2# E-911 Calnet	12 12 12 12 12 12 12	\$30 \$30 \$55 \$100 \$275 \$75 \$45	n n u	\$360 \$360 \$660 \$1,200 \$3,300 \$900 \$540	
Burrel FFS Burrel FFS Corraltos FFS Saratcga Summit FFS Big Creek FFS			353-1022 353-5705	12 12 12 12 12	\$40 \$65 \$90 \$100 \$40	11 TI NI D	\$480 \$780 \$1,080 \$1,200 \$480	
Chiefs Training, HEM 6 FC, 2 FPS, HEM, 7 <b>VOL</b> Count / Radio Equip	4 2 16 25 33	Cellular " PageNet Paç Mobile Handi-talkie	ging	48 24 192 300 396	\$9.79		\$3,120 \$1,440 \$1,344 \$2,937 \$1,655	
						Subtotal Com		\$25.354
<u>Travel</u>		County Busir	ess/Conferen	ces				\$5,200
Facilities All St. tions (pro rata)		Supplies/Rep	pairs				\$4,680	. ,
Feltor HQ Corraiitos FFS Saratoga Summit FFS Burrel FFS Big Creek FFS		Garbage		12 12 12 12 12	\$47 \$52 \$36 \$31 \$26		\$564 \$624 \$432 \$372 \$312	
						Subtotal Facil	ities	\$6,984
Consultant & Professional Se Commercial Driver's License H				1	HEM	\$368		
						Subtotal C &	P Services	\$368
<u>Utilities</u> Feltor HQ Corralitos FFS		Water		12 12	\$104 \$36		\$1,248 \$432	
Feltor HQ Corralitos FFS Saratoga Summit FFS Burrei FFS Big Creek FFS		Electricity  LPG/Gas		12 12 12 12 12	\$450 \$225 \$175 \$150 \$150		\$5,400 \$2,700 \$2,100 \$1,800 \$1,800	
Feltor HQ/Shop Corralitos FFS Saratoga Summit FFS Burrel FFS Big Creek FFS				12 12 12 12 12	\$25 \$55 \$110 \$110 \$60	Subtotal Utilit	\$300 \$660 \$1,320 \$1,320 \$720	\$19,800

# SCHEDULE A-PRC 4142

Personal Care			Months			Benefits@ 11.52%		0800
Uniforrn Allowance	2 12	Full-time wearers (Captair Contract period wearers	n 2 yrs 79.5	\$830 \$70	\$1,660 \$5,565	\$191 \$641	\$1,851 \$6,206	
						Benefits @ 0.00%		
Uniforrn Allowance	2 1 1.5	FPSII HEM Dispatch Clerk	2 yrs 1 year	\$830 \$434	\$1,660 \$434	\$0 \$0	\$1,660 \$434	
Prot. Clothing Allowance Tool Allowance	1.5	HEM Prot. Clothing HEM Tool Allowance	1.5 yrs 12 1 year	\$405 \$9 \$525	\$608 \$108 \$525	\$ <i>0</i> \$0 \$ <i>0</i>	\$608 \$108 \$525	
Foods uffs Laundy							\$5,000 \$900	
						Subtotal Persona	l Care	\$17,292
<u>Vehicles</u> County owned	29	Engines and Support Veh	icles A	Actual Expense	es	Subtotal Vehicles		\$55,000
Miscellaneous Equipnent Repair/Rental							\$5,200	
General Expense Small Tools Radio Maint. (supplies)							\$11,228	
Printing							\$5,200 \$780	
Postage							\$1,040	
						Subtotal Miscella	neous	\$23,448
Total P!/I= 191						Subtotal Op. Exp	<u>oense</u>	\$153,446
PY= 15.9				Total Perso Administrat		e and Operating Ex	pense 11.13%	\$1,229,877 \$136,885

14-Dec-01 :RUN DATE

\$1,366,762

\*Grand Total Schedule A

Total

Benefits@

**Grand Total Amador Plan** 

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SANTA CRUZ COUNTY AMADOR PLAN FISCAL YEAR 2001-2002

INDEX <u>1700</u> PCA <u>17721</u>

THIS IS SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED JULY 1,2001 EXETWEEN 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	Salary	11.52%	Total	
Big Cre₃k FFS	3	Captain	11/1-5/31	21	\$557	\$11,697	\$1,347	\$13,044	
Corralitos FFS	3	Captain	1111-5131	21.	\$557	\$11,697	\$1,347	\$13,044	
Saratoga Summit FFS	3	Captain	11/1-5/31	21	\$557	\$11,697	\$1,347	\$13,044	
Burrell FFS	3	Captain	11/1-5131	21	\$557	\$11,697	\$1,347	\$13,044	
Burrell FFS	3	Longevity	1111-5131	7	\$346	\$2,422	\$279	\$2,701	
Battalion Chief ECC/Ac min FC's	<b>4</b> 1	Bat. Chief Captain	1111-5131 1111-5131	28 7	\$993 \$624	\$27,804 \$4,366	\$3,203 \$503	\$31,007 \$4,869	
						<u> </u>	Subtotal-Persor	nal Services	\$90,755
OPERATING EXPENSE	<u>:s</u>								
Vehicle Ooerations	١	lo.	Туре	1	Mos	Rate			
		1	Engine		7	\$350			\$2,450
Communications	١	lo.	Туре		Mos.	Rate		Total	
State Radio Maint.		1	Mobile		7	S23.68		\$1.66	
		4	Base Station	ı	28	\$74.67		\$2,091	
		2	Handi-talkie		14	\$9.43		\$1.32	
						\$	Subtotal Commu	inications	\$2,389
						<u>\$</u>	Subtotal Op. Ex	pense	\$4,839
						ice and Operat ive Charge	ing Expense	11.13%	\$95,593 \$10,640

11-De :-01 RUN DATE

\$106,233

# **SCHEDULE B**

# NAME OF LOCAL AGENCY Santa Cruz County

This is Schedule B of Cooperative Agreement originally dated July 1,2001, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

X Orig	inal	Amendment for Fiscal Year 200_	Not Applicable
1 2 4 1 1 1 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ranger Unit Chief Division Chiefs Battalion Chiefs Battalion Chief-Training Battalion Chief-Preventi Battalion Chief-Preventi Battalion Chief-Dispatch Fire Captains-Dispatch Fire Captain-Prevention Fire Captain-Prevention Fire Captain-Pre-fire Engire Prevention Specialis Forestry Equipment Mar Heavy Fire Equipment Office Assistant Personnel Services Office Dispatch Clerk (6 month Office Assistant Personnel Services Spec Accounting Technician Fire Captains Fire Captains Fire Captains (6 months) Fire Apparatus Engineer Fire Apparatus Engineer Firefighters 1 (5 months) Forester II Foresters I	gineering st II (6 months) nager Operators er ns) ialist  ser (2 @ 3.5 months each)	
Belmon Felton Soquel	Pescao	dero Jamison Creek	Corralitos Saratoga Summit
Ben Lo	mond Youth Conservation	n Camp	
1 10 1 1 Soquel 1 1	Division Chief Fire Captains Heavy Equipment Mech Office Technician  Demonstration State Fore  Forester II Forester I Forestry Assistant II		

0.5

Office Assistant

304300 0083

# **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, 2001, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

# X Original

# **OPERATING BUDGET**

<b>Salaries</b>	and	<b>Emp</b>	ovee	<b>Benefits</b>

3110 Regular Pay-Extra Help	\$ 43,000
3150 OASDI Social Security	\$ 3,290

Subtotal-Employee Salaries and Be	\$ 46,290		
Services and Supplies			
3210 Clothing and Personal Supplies 3235 Radio 3240 Telecom Services 3275 Other Household Expense 3305 Other Insurance 3405 Maint. Structure, Improvements, Grounds, Other 3451 Miscellaneous Expense 3493 Supplies 3505 Accounting and Auditing Fees 3550 County Overhead 3637 Medical Services 3665 Prof. and Special Services-Other 3825 Small Tools and Instruments 3975 Special Miscellaneous Expense 4105 Special District Expense 4110 Subscriptions Books and Ed. Materials 4310 Utilities 8404 Equipment/Fixed Assets Subtotal-Services and Supplies	$\circ$	1,500 1,964 2,000 150 2,500 20,000 700 150 5,727 (3,937) 1,000 445,243 1,500 1,200 2,500 125 8,000 31675	\$ 521,997
Other Charges			•
4830 Principal on Lease Purchases 4870 Interest on Lease Purchases Subtotal-Other Charges	\$ \$	11,783 3,587	\$ 15,370
Grand Total			\$ 583,657

FC-90 (Rev. 9/94) Page <u>1</u> of <u>1</u> 7540-130-0657

# **SCHEDULE C**

# NAME OF LOCAL AGENCY Santa Cruz County

This is a Schedule C of Cooperative Agreement originally dated July 1,2001, 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	\$ 45,464
3105 Overtime Pay-Permanent	\$ 4,799
3110 Regular Pay-Extra Help	\$ 54,900
3140 Differential Pay	\$
3150 OASDI Social Security	\$ 8,045
3155 PERS	\$ 2,879
3160 Employee Insurance/Benefits	\$ 8,633
3165 Unemployment Ins.	\$ 681
3170 Worker's Compensation Insurance	\$ 40,220

# Subtotal-Employee Salaries and Benefits \$ 165,621

# **Services and Supplies**

3210 Clothing and Personal Supplies	\$	15,000
3235 Radio	\$	6,800
3240 Telecom Services	\$	4,870
3305 Other Insurance	\$	32,500
3405 Maint. Structure, Improvements, Grounds, Other	\$	15,000
3430 Medical, Dental, Lab Supplies	\$	7,000
3450 Memberships	\$	1,008
3451 Misc. Expense-Haz Mat Contribution	\$	15,000
3484 Duplicating Supplies	\$	500
3491 Postage	\$	800
3493 Supplies	\$	1,000
3505 Accounting and Auditing Fees	\$	18,382
3550 County Overhead	\$	10,050
3575 Data Processing Services	\$	5,000
3612 Fiscal Agents Fees	\$	1,000
3637 Medical Services	\$	28,000
3650 Planning Services	\$	1,500
3665 Prof. and Special Services-Other	\$1,	561,995
3790 Legal Notices	\$	200

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# Schedule C: Santa Cruz County, FY 2001/2002

3825 Small Tools and Instruments 3970 Management Charges 3975 Special Miscellaneous Expense 3990 Photo Supplies 4105 Special District Expense 4110 Subscriptions Books and Ed. Materials 4154 Training 4168 Travel 4175 Service Center Charges 4176 Replacement Reserve 4310 Utilities  Subtotal-Services and Supplies  Other Charges  4825 Principal on COPS Notes 4865 Interest on COPS Notes 5191 Contributions to Other Agencies-Other	12,616 5,180 22,500 1,200 15,000 500 12,598 378 15,000 186,689 44,669	1,823,077
5191 Contributions to Other Agencies-Other \$ 5280 Contributions to Other Agencies-Other \$ 9695 Appropration for Contingencies \$	15,753	
Subtotal-Other Charges		\$ 276,164
Fixed Assets		
6610 Buildings and Improvements \$ 8404 Equipment \$ 8409 Mobile Equipment \$	148,250	
Subtotal-Fixed Assets		\$ 240,250
Grand Total		\$ 2,505,112

#### SCHEDULE D

# NAME OF LOCAL AGENCY Santa Cruz County

Schedule D is AGENCY.	made a part of this agreement originally dated July 1, 2001, between the STATE and LOCAL
> Original	Amendment for Fiscal Year 200 Not Applicable
	VEHICLES, is expanded to include the following description of maintenance responsibilities and LOCAL AGENCY-owned vehicles which are listed in Schedule A. Categories are "Flat Rate", "Mileage

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:

Rate", and "Actual Cost".

- 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

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# **SCHEDULE D (CONTINUED)**

discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATES 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.

Category Year Model Type License Number

See attached. All vehicles are actual cost.

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# SANTA CRUZ VEHICLE LIST

<u>CO#</u>	LIC#	<u>RADIO</u>	YR	MAKE	MODEL	LOCATION
cox12	114029	COM-17	82	CHEVY	COM-VAN	FELTON S-17
COX13	296479	WT-32	94	WMARK	WT-2000	BONNY DOON C32
COX16	458178	ATK-48	84	GMC	FST-ATK	SUMMIT WDS C44
COX18	296480	wT-44	94	WMARK	WT-2000	LOMA PRIETA C44
cox20	072671	RES-32	86	FORD	RESCUE	BONNY DOON C32
cox21	101566	E-32	87	INTNL	FTH-1000	BONNY DOON C32
cox22	293702	T-1752	92	FORD	4x4 PU	LINEBERRY
COX29 *	351106	E-242	88	FORD	FTH-1000	PAJARO DUNES <b>\$42</b>
COX30 *	054474	E-42	97	PIERCE	FTH-1250	PAJARO DUNES S42
COX31	267184	E-26	90	INTNL	FTH-500	LAS CUMBRES C26
COX35	296455	R-1732	93	GMC	REPAIR	FELTON SHOP \$31
COX50	362945	P-1724	92	FORD	4X4 WGN	SHERMAN
COX56	372179	RES-26	93	GMC	RESCUE	LAS CUMBRES C26
COX57	372178	RES-41	93	GMC	RESCUE	CORRALITOS 541
COX58	<b>O</b> 12004	P-1723	95	JEEP	4X4 WGN	
COX59	012038	RES-37	95	GMC	RESCUE	DAVENPORT C37
COX66	365866	E 4 1	91	INTNL	FTH-1000	CORRALITOS S41
COX67	365862	E-34	91	INTNL	FTH-1000	EMPIRE <b>GRD</b> S34
COX68	365865	E-37	91	INTNL	FTH-1000	DAVENPORT C37
COX69	365864	E-33	91	INTNL	FTH-1000	BIG CREEK S33
COX73R	101565	E-31	87	INTNL	FTH-1000	FELTON S31
COX76	267187	WT-41	90	FORD	WT-1250	CORRALITOS S41
COX77	267188	E-46	90	FORD	FTH-1000	MBA C46
COX78R	6 10266	E-231	72	FORD	FTH-1000	FELTON S31
COX79	1016277	E-44	98	PIERCE	FTH-1250	LOMA PRIETA C44
COX80	1016276	E47	98	PIERCE	FTH-1000	BURREL 547
COX81	1032374	RES-44	98	FORD	RESCUE	LOMA PRIETA C44
COX82	1031724	PTL-32	00	FORD	PATROL	BONNY DOON C32

#### **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: '	Sel	attoch	ed c	1)-1-rue	cate	mfo	mane	e. Ju
Printed Name				Signature				S

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.

Ву:	,
Janet MKINley	Sanot McKinley
Printed Name	Signature
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: See attached les	rtificate of ususane	L.
Printed Name	Signature	9

Title