



County of Santa Cruz

0091

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 18, 2001

Agenda: January 15, 2002

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

County Fire Department Matching Funds Program (FY 2001/2002)

Dear Members of the Board:

During the 2001/2002 budget hearings, your Board approved \$15,000 in the County Fire Department (Budget Index 304100) for the 2001/2002 Matching Funds Grant Program. Additionally, unexpended grant funding in the amount of \$754 from the prior fiscal year was rebudgeted, for a total 2001/2002 allocation of \$15,754. A review committee met on November 7, 2001 and approved five projects for funding in the current fiscal year totaling \$15,621, as follows:

South Skyline	\$1,000	Turbojet nozzles and drip torches
Bonny Doon	\$4,934	Extrication equipment and scene lights
Corralitos	\$1,614	Portable radios and medial rescue equipment
Davenport	\$1,000	Cliff rescue equip and training manikin
Loma Prieta	\$7,073	Defib unit, handi talkies, rescue equipment
Total	\$15,621	

The County match for these projects is 50%, with the volunteer companies contributing the remaining 50% of the funds. Requests under \$2,000 are funded at a minimum of \$1,000 with the volunteer companies contributing the balance of any particular project's costs.

It is therefore **RECOMMENDED** that your Board:

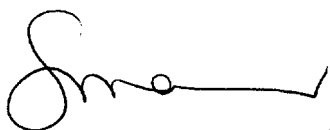
1. Authorize the County Fire Chief/Fire Marshal to sign the attached Matching Funds agreements for fire service equipment on behalf of the County; and
2. Authorize the Auditor-Controller to distribute \$15,621 available in Index 304100 Sub-object 5280 for the 2001/2002 Matching Funds Program as detailed in the attached agreements.

Very truly yours,



Bob Watson
General Services Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments:

- Agreement with Davenport Fire and Rescue
- Agreement with Bonny Doon Volunteer Fire and Rescue, Inc
- Agreement with Corralitos Volunteer Fire Department
- Agreement with South Skyline Firefighters
- Agreement with Loma Prieta Volunteer Fire and Rescue

cc: County Fire Chief
Corralitos Volunteer Fire Department
Davenport Fire and Rescue
Bonny Doon Volunteer Fire and Rescue, Inc
Loma Prieta Volunteer Fire and Rescue
South Skyline Firefighters
Auditor-Controller

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0093

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: General Services/County Fire (Department)

BY: [Signature] (Signature) 12/21/01 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz - County Fire Dept. (Department/Agency)

and South Skyline Firefighters, 16765 Skyline Blvd., Los Gatos, CA 95033 (Name/Address)

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

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 1,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: agreement is under the County Fire Dept. Matching Funds Program.

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: ____ OR ☒ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 5280 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No. 12670

By: [Signature]
Auditor-Controller Deputy

Date: 12/21/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
GSD (Dept/Agency Head) to execute on behalf of the County

Date: 2/04/01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

20

AGREEMENT
2001/2002

0094

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 SOUTH SKYLINE Firefighters , hereinafter referred to as "SOUTH SKYLINE FF," 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 SOUTH SKYLINE FF the sum of \$1000.00 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 SOUTH SKYLINE FF under this agreement exceed the sum of \$1000.00.
4. MATCHING FUNDS: Any and all funds granted to SOUTH SKYLINE FF under the terms of this agreement shall be a \$1000.00 contribution for the project listed on EXHIBIT A and require a \$720.00 contribution from SOUTH SKYLINE FF. No amount of unpaid "contributed" or "volunteer" labor services shall be used or considered on calculating the matching amount actually spent by SOUTH SKYLINE FF.
5. EXCESS FUNDS: Any funds paid to SOUTH SKYLINE FF in excess of the amount "earned" by SOUTH SKYLINE FF, as contemplated in Paragraphs 3 and 4 above, shall be returned to DEPARTMENT within **45** days after completion of the project.
3. DISPUTES: In the event of any dispute over qualifying matching expenditures of SOUTH SKYLINE FF, the dispute will be decided by the DEPARTMENT and its decision be final and binding.

Initials: SHJ
SOUTH SKYLINE/DEPARTMENT

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

A. SOUTH SKYLINE FF: George Johnson
16765 Skyline Blvd.
LOS GATOS, CA 95033

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

3. DUTIES AND RESPONSIBILITIES:

- A. REPORT: SOUTH SKYLINE FF 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. SOUTH SKYLINE FF shall submit evidence of incorporation by the State of California to the DEPARTMENT in order for payments to be made to SOUTH SKYLINE FF. Payments to SOUTH SKYLINE FF will not be made if evidence of incorporation has not been submitted.
- C. The Board of Directors of SOUTH SKYLINE FF shall be vested with responsibility for the administration of the program to be conducted under this agreement.

9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

SOUTH SKYLINE FF 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 SOUTH SKYLINE FF 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 SOUTH SKYLINE FF and third persons.

Initial: SW
 SOUTH SKYLINE/DEPARTMENT

- B. Any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to SOUTH SKYLINE FF and SOUTH SKYLINE FF 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: SOUTH SKYLINE FF 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. SOUTH

SKYLINE FF 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 SOUTH SKYLINE FF 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, SOUTH SKYLINE FF retains the primary responsibility for carrying out all terms of this agreement, and to assure services set forth herein are adequately performed, The SOUTH SKYLINE FF shall be held responsible by DEPARTMENT for the performance of any subcontractor.

Initials: SHJ
SOUTH ~~SKYLINE~~/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: SOUTH SKYLINE FF 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: SOUTH SKYLINE FF and DEPARTMENT agree that SOUTH SKYLINE FF., its officers, employees agents, servants, contractors, volunteers, paid call firefighters, and others acting on behalf of SOUTH SKYLINE FF. 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 2001/02 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: *SHJ*
SOUTH SKYLINE/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By: _____

Chief, Santa Cruz County Fire Department

DATED: 11/15/2001
By: _____

SHJ
SOUTH SKYLINE VOLUNTEER FIREFIGHTERS

APPROVED AS TO FORM:

Carmela Gipe
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley 12-20-2001
Risk Mgmt.

Distribution:

Santa Cruz County Fire Chief
County Administrative Office
County Counsel
Auditor-Controller
SOUTH SKYLINE FF

South Skyline Fire Fighters
Matching Funds 2001/2002

Exhibit A

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

Two (2) 1 ½ turbojet nozzles and two (2) Forestry drip torches.	cost \$1,720
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COUNTY MATCH --- \$1,000

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0099

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services/County Fire (Department)

BY: [Signature] (Signature) 12-20-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz - County Fire Dept. (Department/Agency)

and Bonny Doon Fire & Rescue, 504 Westdale Dr., Santa Cruz, CA 95060 (Name/Address)

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

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 4,934.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

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

5. Detail: ☐ On Continuing Agreements List for FY ____ . Page CC- ____ Contract No: ____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 5280 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 12671

By: [Signature]
Auditor-Controller Deputy

Date: 12/21/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
GSD (Dept/Agency Head) to execute on behalf of the County

(Department/Agency)

Date: 12/4/01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$				
Auditor Description	Amount	Index	Sub object	User Code	

20

AGREEMENT
2001 12002

0100

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 **\$4,934.00** 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 **\$4,934.00**.
4. MATCHING FUNDS: Any and all funds granted to BONNY DOON VF&R INC under the terms of this agreement shall be a 50% contribution for each project listed on EXHIBIT A and require a 50% 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: PN /
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.: Phil Neuman, Treasurer
504 Westdale Dr
Santa Cruz, CA 95060
831-454-0740

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: PN /
 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 DOON 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: PN /
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 2001/02 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: PN / 1
Bonny Doon Dept.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: 12/12/01

By:

Chief, Santa Cruz County Fire Department

DATED: 12/12/01

By:

Philip Doon

BONNY DOON VOLUNTEER FIRE & RESCUE, INC.

APPROVED AS TO FORM:

Samuel Fyfe
County Counsel

APPROVED AS TO INSURANCE:

Janet M. N.
Risk Mgmt. 12-20-2001

Distribution:

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

Bonny Doon Fire and Rescue
2001/2002

Exhibit A

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

	Total cost	MATCH
1. Vetter 56 Ton Air Bag Kit.	\$3,243	\$1,622
2. Amkus 30" push/pull RAM, Ram Extension, chain package.	\$2,500	\$1,250
3. Scene lighting	\$4,124	\$2,062
	total	\$4,934

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0105

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: General Services/County Fire (Department)
BY: [Signature] (Signature) 12-2001 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz - County Fire Dept. (Department/Agency)
and Corralitos Volunteer Fire Dept., 780 Del Valle Road, Aptos, CA 95003 (Name/Address)

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

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Allotiated Cost is \$ 1,614.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

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

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: ____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 5280 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 12672

By: [Signature]
Auditor-Controller Deputy

Date: 12/21/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
GSD (Dept/Agency Head) to execute on behalf of the County

Date: 12/4/01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUCITOR-CONTROLLER USE ONLY

CO	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$						
Auditor Description			Amount	Index	Sub object	User Code	

20

AGREEMENT
2001/2002

0106

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 \$1614.00 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 \$1614.00.
4. MATCHING FUNDS: Any and all funds granted to CORRALITOS VF under the terms of this agreement shall be a 50% contribution for each project listed on EXHIBIT A and require a 50% 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: MM / _____
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
780 Del Valle Rd
Aptos, CA 95003

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: WWL / _____
 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: Wm / _____
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 2001/02 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: mm /
CORRALITOS/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED:

By:

Chief, Santa Cruz County Fire Department

DATED: 11/15/01

By:

CORRALITOS VOLUNTEER FIRE

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO INSURANCE:

Risk Mgmt. 12-20-2001

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:

	Total	Match
1. Three Bendix king portable radios	\$2,200	\$1,100
2 One handheld pulse oximeters	\$588	\$294
3. Two pry ax	\$440	\$220
	Total	\$1,614

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0111

TO: **Board of Supervisors**
county Administrative Office
Auditor Controller

FROM: General Services/County Fire (Department)
BY: [Signature] (Signature) 12-2001 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz, - County Fire Dept. (Department/Agency)
and Davenport Volunteer Fire & Rescue, PO Box 206, Davenport, CA 95017 (Name/Address)

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

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 1,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

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

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 5280 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 12673
By: [Signature] Date: 12/21/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
GSD (Dept/Agency Head) to execute on behalf of the County

Date: 12/4/01 By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)

Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110			\$			
	Auditor Description		Amount	Index	Sub object	User Code

20

AGREEMENT
2001/2002

0112

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 \$1000.00 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 \$1000.00,
4. MATCHING FUNDS: Any and all funds granted to DAVENPORT VF&R AUX under the terms of this agreement shall be a \$1000 contribution for the project listed on EXHIBIT A and require a \$871 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: SHZ
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: J.S.Z.
 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: SDZ
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 2001/02 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: JSZL
DAVENPORT/DEPT.

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By: _____

Chief, Santa Cruz County Fire Department

DATED: 12/3/01 By: SA JSZL

DAVENPORT VOLUNTEER FIRE & RESCUE
AUXILIARY

APPROVED AS TO FORM:

Samela Fyfe
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley
Risk Mgmt. 12-20-2001

Distribution:

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

Davenport Volunteer Fire & Rescue
2001/2002 Matching Funds

Exhibit A

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

	cost	MATCH	
1. Cliff rescue equipment	\$369	\$200	
2. Cliff rescue helmets	\$240	\$120	
3. Rescue tools	\$337	\$200	
4. Manikin	\$925	\$480	
	County Contribution Total		\$1000.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0117

To: Board of supervisors
County Administrative Office
Auditor Controller

FROM: General Services/County Fire (Department)
BY: [Signature] (Signature) 6-20-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz - County Fire Dept. (Department/Agency)
95033
and Loma Prieta Volunteer Fire & Rescue, 25374 Spanish Ranch Rd., Los Gatos, CA (Name/Address)
2. The agreement will provide matching funds for the purchase of equipment as described in
Exhibit A.

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 7,073 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

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

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC- ____ Contract No: ____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 5280 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 12674
By: [Signature] Date: 12/21/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize GSD (Dept/Agency Head) to execute on behalf of the [Signature] (Department/Agency)

Date: 12/4/01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title ■ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110			\$			
	Auditor Description		Amount	Index	Sub object	User Code

20

AGREEMENT
2001/2002

0118

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 \$7073.00 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 \$7073.00.
4. MATCHING FUNDS: Any and all funds granted to LOMA PRIETA VF&R under the terms of this agreement shall be a 50% contribution for each project listed on EXHIBIT A and require a 50% 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: AL /
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 LEYMAN
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

6. 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: KL
 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, marital 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, marital status, ancestry, medical condition or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.

11. COMPLIANCE WITH APPLICABLE LAWS: The LOMA PRIETA 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: AK /
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 2001/02 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: M /
LOMA PRIETA/DEPT

SANTA CRUZ COUNTY FIRE DEPARTMENT

DATED: _____
By: _____

Chief, Santa Cruz County Fire Department

DATED: 12/10/01

By: Alexander Lema
LOMA PRIETA VOLUNTEER FIRE & RESCUE

APPROVED AS TO FORM:

Samuel Fyfe
County Counsel

APPROVED AS TO INSURANCE:

Janet McKinley
Risk Mgmt. 12-20-2001

Distribution

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

**Lorna Prieta Volunteer Fire and Rescue
Matching Funds 2001/2002**

Exhibit A

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

		cost	Match
1.	Zoll Defibrillator	\$8,100	\$4,050
2.	Two King handi-talkies	\$1,967	\$984
3.	Station tool chest and tools	\$475	\$238
4.	Breathing Apparatus upgrades	\$2,598	\$1,299
5.	One backup camera	\$357	\$179
6.	Hose roll backpack	\$265	\$133
7.	Stretcher wheel	\$379	\$190
		Match Total	7,073