

AGREEMENT NUMBER	AMENDMENT NUMBER
1 CA33266	

a- CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME San Mates County	2. FEDERAL I.D. NUMBER NA
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3. AGENCY TRANSMITTING AGREEMENT Forestry and Fire Protection	4. DIVISION, BUREAU, OR OTHER UNIT San Mateo & Santa Crui	5. AGENCY BILLING CODE 013028
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR Q&TIONS REGARDING THIS AGREEMENT  
 Jolene DeGroot (9 16) 654-6833

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (gYE3, enter prior contractor name and Agreement Number)	California Department of Forestry and Fire Protection 1 CA02806
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8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS LNCLUDING PTJNCTUJATION AND SPACES  
 CDF shall provide fire and emergency services.

9. AGREEMENT O\JTLPNE *include reason for Agreement: Ident specijcproblem, administrative requirement, program need or other circumstances making the Agreement necessav; include special or unusual terms and conditions.*  
 San Mateo County has requested a cooperative agreement with the State to provide fire prevention, suppression, and emergency services. The County has requested this agreement due to the large rural residential areas that are spread throughout State Responsibility Areas and the existence of State Fire engines within these areas. This agreement is authorized. under Public Resource Code 4142 and 4144. 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 responsible for protecting life and property from fires. The State shall provide administrative services, dispatch, State equipment, and personnel. The Local Agency shall provide equipment and personnel funding.

10. PAYMENT TERMS (More than one may apply.)  
 MONTHLY FIsAT RATE      5 QUARTERLY      0 ONE -TIME PAYMENT      0 PROGRESS PAYMENT  
 ITEMIZED INVOICE'       WITHHOLD \_\_\_\_\_ %       ADVANCED PAYMENT NOT TO EXCEED  
 ?33WX~S ?MFZNTIRBVEb~      s \_\_\_\_\_ or \_\_\_\_\_ %  
 OTHBR (Explain)

II. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement					\$7,531,907
					\$
					\$
OBJECT CODE	AGREEMENT TOTAL				\$
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT				\$
<i>I CERTIFY upon my own personal @nowledge that the budgeted funds for the current budget year are available for the period and puFost of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
ACCOUNTING OFFICER'S SIGNATURE					\$
DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE		\$

12. .; AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/003	6/30/2004	\$ 7,531,907	NA
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 7,531,907	

(Continue)

STATE OF CALIFORNIA  
**AGREEMENT S.W.Y**  
STD. 215 (NEW OZ98)

13. BIDDING METHOD USED: -  
17 REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
(Attach justification if second method is used)  
18 SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING X OTHER (explain)   
(Attach STD. 8.21) (Give authority for exempt status) - \_\_\_\_\_

**NOTE:** Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)  
N A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
NA

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)  
0 Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  
Justification:  
 Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE SIGHTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?  
 YES  NO

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107  
 YES  NO  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?  
 YES  NO  N/A  
ON FILE

21. IS A SIGNED COPY OF THE FOLLOWING FILED AT YOUR AGENCY FOR THIS CONTRACTOR?  
A. CONTRACTOR CERTIFICATION CLAUSES  YES  NO  N/A  
B. STD. 204, VENDOR DATA RECORD  YES  NO  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED  
 YES  NO  N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

NO (Explain below) \_\_\_\_\_ (If YES complete the following!)  
DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT  Good faith effort documentation attached if 3% goal is not reached.  We have determined that the contractor has made a sincere good faith effort to meet the goal:  
Explain:

This is an ongoing fire protection agreement in which CDF provides services to, and is reimbursed by, the Local Agency. Local Agency has control over the approval process based on fiscal and Board constraints, therefore, this agreement includes an extension of agreement clause enabling CDF to provide continuing, uninterrupted protection to the California wildlands.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?  
XX0 NO  YES (Indicate Industry Group) \_\_\_\_\_

SMALL BUSINESS REFERENCE NUMBER \_\_\_\_\_

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (YES, provide justification)

YES  NO  
This is an ongoing fire protection agreement in which CDF provides services to, and is reimbursed by, the Local Agency. Local Agency has control over the approval process based on fiscal and Board constraints; therefore, this agreement includes an extension of agreement clause enabling CDF to provide continuing, uninterrupted protection to the California wildlands.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD if?13 (Rev 06/03)

AGREEMENT NUMBER <b>ICA33266</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State, Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 California Department of Forestry and Fire Protection  
 CONTRACTOR'S NAME -  
 San Mateo County
- The term of this Agreement is: July 1, 2003 through June 30, 2004
- The maximum amount of this Agreement is: \$ 7,531,907
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

_ Exhibit A - Scope of Work	6 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit C* -- General Terms and Conditions	_____
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	_____
<input type="checkbox"/> Exhibit .E -Additional Provisions	41 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IM WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>	<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) San Mateo County	
BY (Authorized Signature) _____ DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Church, President, San Mateo County Board of Supervisors	
ADDRESS 400 County Center Redwood City, CA 94063	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME California Department of Forestry and Fire Protection	
BY (Authorized Signature) _____ DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James M. Wright, Deputy Director	
ADDRESS 1416 Ninth Street, Sacramento, CA 94244-2460	

3 Exempt per:

**ADDITIONAL SIGNATURES**  
**For STANDARD AGREEMENT or**  
**STANDARD AGREEMENT AMENDMENT**

**DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION  
UNIT CHIEF**

By:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION  
REGION CHIEF**

By:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

**Standard for Local Government - Fire Protection Reimbursement Agreements**

**IPRC 4142 ONLY ( SCHEDULE A ) -PRC 4144 ONLY (AMADOR) )<PR6 4142 & 4144**

**-LIMMED SERVICE - PRC 4142 ONLY**

FIRE PROTECTION RELATED SERVICES TO BE PROVIDED BY STATE SHALL  
 INCLUDE AS CHECKED:

- Land Use Planner as described in the attached service description.
- Dispatch services as described in the attached service description.
- Inspection services as described in the attached service description.
- Disaster planning services as described in the attached service description.
- Other as described in the attached service description.

**1. The woiect rewesentatives during the term of this agreement will be:**

Department of Forestry and Fire Protection-Unit Chief:	Local Agency: San Mateo County
Name: John E. Ferreira	Name: Marcia Raines
Phone: (831) 335-6700	Phone: (650) 599-1 388
Fax: (831) 335-4053	Fax: (650) 599-1721

Direct all inquiries to:

Department of Forestry and Fire Protection Unit Chief:	Local Agency: San Mateo County
S&ion/Unit: San Mateo & Santa Cruz Unit	Section/Unit: Environmental Services Agency
Attention: Asst. Chief Geoff Holmes	Attention: Marcia Raines, Director
Address: P.O. Drawer F-2 Felton CA 95018	Address: 455 County Center Redwood City, CA 94063
Phone: (831) 335-6702	Phone: (650) 599-1 388
Fax: @1) 335-4053	Fax: (650) 599-1 721

**2. Authorization**

This agreement is entered into this 1st day of July, 2003, by and between the State of California, hereinafter called STATE, and San M'ateo County called LOCAL AGENCY through its duly authorized officer&. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection; Where the standard clauses for example in Exhibit C, use the word "Contractor" that,word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this agreement.

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

## **E X H I B I T A**

### **Standard for Local Government - Fire Protection Reimbursement Agreements**

3. **Scope Of Work**

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. **If this is a Limited Service agreement, use Section B (below) and fill in the type of service.**

- A. 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. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. Personnel providing the LOCAL AGENCY's services under this agreement may include any one or a combination of the following: 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.
- B. The purpose of this agreement is to provide mutually advantageous fire protection and emergency services as described in the attached service description.

4. **Services Fv State**

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

STATE equipment, personnel and facilities described in Exhibit E, Schedule B to this agreement; the operation and maintenance of equipment provided by LOCAL AGENCY; supervision of volunteer or other local fire forces.

Fire protection services over and above those normally provided by STATE under Exhibit E, Schedule B shall be provided at LOCAL AGENCY expense during the non-fire season.

5. **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 Exhibit E, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs in the specific Region.

## EXHIBIT A

### Standard for Local Government - Fire Protection Reimbursement Agreements

- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit E, Schedules A, B and C included hereto and made a part of this agreement
- C. A county may appoint, with the concurrence of the Region Chief, the Unit Chief as the County Fire Warden pursuant to Government Code Sections 24006, 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 Exhibit E, Schedule A from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and equipment listed in Exhibit E, Schedule B may be dispatched at the sole discretion of STATE.

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

- E. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit E, 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.

#### 6. 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 caused by negligence, violation of law, or failure to correct noticed fire safety violations. 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.

#### 7. Mutual Aid

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13064, 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

## EXHIBIT A

### Standard for Local Government - Fire Protection Reimbursement Agreements

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.

8. **Accounting**

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

9. **Notices**

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

For STATE?  
California Department of Forestry  
and Fire Protection  
Attn: Cooperative Fire Services  
P.O. Box 944246  
Sacramento, CA 94244-2460

For LOCAL AGENCY:  
Marcia Raines, Director  
Environmental Services Agency  
455 County Center  
Redwood City, CA 94063

And to the UNIT CHIEF:

California Department of Forestry  
and Fire Protection  
San Mateo & Santa Cruz Unit  
P.O. Drawer F-2

(Mailing Address)  
Felton, CA 95018

WY) (state) WP)

Either party may make a change of address in writing at any time.



## EXHIBIT A

### Standard for Local Government - Fire Protection Reimbursement Agreements

IQ. **Compliance with the Health Insurance Portability and Accountability Act (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status, It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

11. **Insurance**

1% **The following does not apply to this AGREEMENT.**

LOCAL AGENCY shall provide proof of insurance in a form acceptable to the STATE and at no cost to the State. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide completed Exhibit E, 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 \$j,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 insured's.
- C. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in Section 9.

12. **Workers' Compensation**

t1 **The following does not apply to this AGREEMENT.**

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is 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

**EXHIBIT A**  
**Standard for Local Government - Fire Protection Reimbursement Agreements**

part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

- C. The State shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 9.

**13. Vehicles**

**[I The following does not apply to this AGREEMENT.**

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit E, 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 Exhibit E, Schedule D.

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

- D. In the case of LOCAL AGENCY-owned vehicles not included in Exhibit E, Schedule A:
- (1) STATE shall conform to policies of LOCAL AGENCY in operation, use, care and maintenance of said vehicles.
  - (2) LOCAL AGENCY shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.
- E. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit D, Section G for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000.

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

**14. Entire Aarement**

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

**EXHIBIT B**  
**Standard for Local Government - Fire Protection Reimbursement Agreements**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Payment for Services**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit E, Schedule A for each fiscal year. STATE shall prepare an Exhibit E, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided. Exhibit E, Schedule A shall be included as required 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 Exhibit E, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit E, Schedule C or otherwise.

- B. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- (1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - (2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - (3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - (4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - (5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - (6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within 30 days after the filing dates specified above, whichever is later.

## EXHIBIT B

### Standard for Local Government - Fire Protection Reimbursement Agreements

- (7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
- a. The Director predicts a cash flow shortage, or
  - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL -AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

C. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit E, 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 Exhibit E, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

D. STATE shall pay LOCAL AGENCY for the costs of Non-Post positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The LOCAL AGENCY shall invoice STATE for the actual costs of the services provided within 90 days of the close of the incident. All payments by STATE shall be made within (30) thirty days of receipt of invoices from LCOAL AGENCY. The LOCAL AGENCY invoice shall be prepared at the same salary rate, staff benefit and administrative rate, which were used in the preparation of the STATE invoice for the positions and equipment utilized on the emergency incident.

2. **Cost of ODeratina and Maintainina EauiDment and ProDerty**

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.

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

[www.dqs.ca.gov/sta-standard+la.nma](http://www.dqs.ca.gov/sta-standard+la.nma)

**EXHIBIT D**  
**Standard for Local Government - Fire Protection Reimbursement Agreement**

**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT PROVISIONS**

A. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with, the California Department of Forestry and Fire Protection's Region Chief when, upon determination by the Region Chief, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy.

In the event of a dispute, within ten (10) days of discovery of the problem Contract Administrator shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of CDF receiving Contract Administrator's notice, the contracts manager or designee shall advise Contract Administrator of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be **f i n a l**.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

**EXHIBIT D**  
**Standard for Local Government - Fire Protection Reimbursement Agreement**

C. Cancellation - Excluding Public Works

- (1) This agreement may be terminated at the option of either STATE or LOCAL AGENCY at any time during its term with or without cause, on giving one year written notice to the other party.
- (2) 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.
- (3) Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services rendered.

D. Force Maieure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

E. Extension Of Aareement

- (1) 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.
- (2) If LOCAL AGENCY fails to provide such notice, as defined above in (1), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
- (3) 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 Exhibit B, Section 1 ,B of this agreement.

**EXHIBIT D**

**Standard for Local Government - Fire Protection Reimbursement Agreement**

F. Modifications

- (1) This agreement may be amended by mutual consent of LOCAL AGENCY and STATE.
- (2) 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.
- (3) If during the term of this agreement costs to LOCAL AGENCY set forth in any Schedule A to this agreement increase and LOCAL AGENCY cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

G. Indemnification

Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. LOCAL AGENCY, to the extent permitted by law, agrees to indemnify, defend and save harmless the STATE, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with any activities under Schedules A and C of this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of any activities under Schedules A and C of this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to STATE or from acts not within the scope of duties to be performed pursuant to this agreement.

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



**EXHIBIT E**  
**Standard for Local Government - Fire Protection Reimbursement Agreement**

**SCHEDULES**

The following Schedules are included as part of this agreement (as required):

ad

**A. Fiscal Display, PRC-4142** - STATE provided LOCAL AGENCY funded fire protection services.

Ed

**AND/OR'**

**Fiscal Display, PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services during winter non-fire season.

id

**B. State Funded Resource** (required) - 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.

d

**C. LOCAL AGENCY Provided Local Funded Resources** - 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.

td

**D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement,

ld

**REQUIRED INSURANCE CERTIFICATIONS**

**E. Certification of Self Insurance** - and/or proof of Self-insurance for any of the following: Workers' Compensation Benefits, Tort Liability and Vehicle Liability

Or

**Insurance certificate**, if not self-insured. Must name CDF/State of California as additional insured **provide 2 copies**)

**NOTE:** Terminology changes from the previous version of this agreement.

Schedule A - Now called, Exhibit E, Schedule A

Schedule B - Now called, Exhibit E, Schedule B

Schedule C - Now called, Exhibit E, Schedule C

Schedule D - Now called, Exhibit E, Schedule D

Schedule E - Now called, Exhibit E, Schedule E

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**The additional documentation listed below is required by CDF.**

- 6            1) Routing Checklist
- ! ! 4        2) CDF Insurance Certifications Checklist
- E d        3) Local Agency's Governing Board Resolution or Minutes **provide 2 copies**)
- d            4) Fiscal Display - Exhibit E, Schedule A **provide 4 extra copies**)
- ! d        5) Service Description - Required if this is a Limited Service Agreement

**EXHIBIT E, SCHEDULE A**

**FISCAL DISPLAY  
PRC 4142**

**NAME OF LOCAL AGENCY** San Mateo County

Index 1700                      PCA 17710

This is Attachment A of Cooperative Agreement originally dated July 1, 2003, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

- X. Original                               Amendment for Fiscal Year 200.                               Not Applicable

**PERSONAL SERVICES**

**Fire Control 8.  
Emergency Services  
(Safety Personnel)**

	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
							46.27%	
Belmont FFS	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$24,608	<b>\$77,792</b>
	2	FAE Pmedic	7/1-6/30	12	\$4,120	\$98,880	\$45,752	\$144,632
	3	Engineer	7/1-6/30	12	\$3,849	\$138,564	\$64,114	\$202,678
	1	FF II (P)	7/1-6/30	12	\$3,644	\$43,728	\$20,233	\$63,961
	1	FF II (P) 904	7/1-6/30	12	\$3,644	\$43,728	\$20,233	\$63,961
Skylonda FFS	2	Captain	7/1-6/30	12	\$4,432	\$106,368	\$49,216	\$155,584
	4	FAE Pmedic	7/1-6/30	12	\$4,120	\$197,760	\$91,504	\$289,264
	2	Engineer	7/1-6/30	12	\$3,849	\$92,376	\$42,742	\$135,118
	1	FF II Pmedic	7/1-6/30	12	\$3,644	\$43,728	\$20,233	\$63,961
Cordilleras FFS	2	Captain	7/1-6/30	12	\$4,432	\$106,368	\$49,216	\$155,584
	2	FAE Pmedic	7/1-6/30	12	\$4,120	\$98,880	\$45,752	\$144,632
	1	Engineer	7/1-6/30	12	\$3,849	\$46,188	\$21,371	\$67,559
	1	Eng. LT(904)	7/1-6/30	12	\$3,849	\$46,188	\$21,371	\$67,559
	2	FFII	7/1-6/30	12	\$3,374	\$80,976	\$37,468	\$118,444
Pescadero FFS	1	FC Pmedic	7/1-6/30	12	\$4,723	\$56,676	\$26,224	\$82,900
	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$24,608	\$77,792
	3	FAE Pmedic	7/1-6/30	12	\$4,120	\$148,320	\$68,628	\$216,948
	2	Engineer	7/1-6/30	12	\$3,849	\$92,376	\$42,742	\$135,118
	1	FFII	7/1-6/30	12	\$3,374	\$40,488	\$18,734	\$59,222
<b>Command/Support</b>								
Division Chief	1	Asst. Chief	7/1-6/30	12	\$6,999	\$83,988	538,861	\$122,849
Battalion Chief	3	Bat. Chief	7/1-6/30	12	\$5,643	\$203,148	\$93,997	\$297,145
Paramedic Coordinator	1	FC Pmedic	7/1-6/30	12	\$4,723	\$56,676	\$26,224	\$82,900
ECC Officer	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$24,608	\$77,792
Training Officer	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$24,608	\$77,792
Fire Protection Planning	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$24,608	\$77,792
Fire Protection Planning	1	Engineer	7/1-6/30	12	\$3,849	\$46,188	\$21,371	\$67,559
Pmedic Retention pay	16			12	\$500	\$96,000	\$44,419	\$140,419
Totals for Safety Personnel						<u>\$2,233,512</u>	<u>\$1,033,446</u>	<u>\$3,266,958</u>

**Support Services**  
**JNon-Safety Personnel**

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
						43.02%	
Vehicle Ops	1 HEM	7/1-6/30	12	\$4,220	\$50,640	\$21,785	\$72,425
Clerical	2 OA Typing	7/1-6/30	12	\$2,435	\$58,440	\$25,141	\$83,581
ECC Operator	2 Disp Clerk	7/1-6/30	12	\$3,147	\$75,528	\$32,492	\$108,020
Totals for Misc. Personnel					<u>\$164,608</u>	<u>\$79,418</u>	<u>\$264,026</u>

**Planned 1/2 Time**

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
						22.21%	
Sch. A Personnel	3 Bat. Chief	7/1-6/30	13	\$1,535	\$59,865	\$13,296	\$73,161
	2 FC Pmedic	7/1-6/30	13	\$928	\$24,128	\$5,359	\$29,487
	9 Captain	7/1-6/30	13	\$871	\$101,907	\$22,634	\$124,541
	11 FAE Pmedic	7/1-6/30	13	\$809	\$115,687	\$25,694	\$141,381
	10 FAE	7/1-6/30	13	\$756	\$98,280	\$21,828	\$120,108
	3 FF II Pmedic	7/1-6/30	13	\$716	\$27,924	\$6,202	\$34,126
	3 FFII	7/1-6/30	13	\$663	\$25,857	\$5,743	\$31,600
Total Planned 1/2 Time					<u>\$453,648</u>	<u>\$100,755</u>	<u>\$554,403</u>

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
						46.27%	
Longevity Pay		7/1-6/30	12	\$2,500	\$30,000	\$13,881	\$43,881
Educational Incentive	19 Pen. Emp.	7/1-6/30	12	575	\$17,100	\$7,912	\$25,012
Total Longevity/Ed. Pay					<u>\$47,100</u>	<u>\$21,793</u>	<u>\$68,893</u>

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
Extended Duty Pay	1 Asst. Chief	7/1-6/30	12	5700	\$8,400	\$3,887	\$12,287
Division Chief (Sch A)							
Total Extended Duty Pay					<u>\$8,400</u>	<u>\$3,887</u>	<u>\$12,287</u>

No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
						43.02%	
Dispatch Clerk Night Differential Rate							
0.50 per hour	1 Disp. Clerk	7/1-6/30	12	\$87	\$1,044	\$449	\$1,493
0.40 per hour	1 Disp. Clerk	7/1-8/31	12	570	\$835	\$359	\$1,195
Total Dispatch Differential					<u>\$1,879</u>	<u>\$808</u>	<u>\$2,688</u>

**Unplanned 1 1/2 Time**

					<u>\$295,288</u>		<u>\$295,288</u>
--	--	--	--	--	------------------	--	------------------

Totals					<u>\$3,224,435</u>	<u>\$1,240,108</u>	<u>\$4,464,543</u>
<b>Subtotal Pers. Services</b>							<u>\$4,464,543</u>

**OPERATING EXPENSES**

Communications	No.	Class.	Mos.	Rate	Total	Total
Felton HQ	1	Telephone	12	\$333 Contractual		\$3,996
Felton HQ	1	Telephone	12	5150 Contractual		51,800
Felton HQ CALNET	1	Telephone	12	\$123 Contractual		\$1,476
Felton HQ 800 1	1	Telephone	12	541 Contractual		\$492
Felton HQ 800 2	1	Telephone	12	541 Contractual		\$492
Pescadero FFS	1	Telephone	12	\$100 Contractual		51,200
Skylonda FFS	1	Telephone	12	\$154 Contractual		51,848
Training	1	Telephone	12	531 Contractual		\$372
Chiefs	4	Cellular	12	\$260 Contractual		53,120
Fire Marshal	2	Cellular	12	\$145 Contractual		51,740
Training	2	Cellular	12	590 Contractual		51,080
State Radio Maint.	3	Base Station	7	582.09 Contractual		\$1,724

Subtotal Communications 519,340

**Travel**  
 County Business \$8,000  
 Out-of-State Travel (USAR Contingency) \$600  
 Out-of-State Travel (National Fire Academy) \$1,000

Subtotal Travel \$9,600

**Facilities**  
 Belmont Supplies/maintenance \$1,000  
 Skyllonda Supplies/maintenance \$1,000

Cordillera Epplies/maintenan \$1,000

Pescader Zpplies/maintenan \$1,000

Subtotal Facilities \$4,000

**Utilities**  
 Belmont Electricity (pro rata) \$550/month contractual \$6,600  
 Pescadero Electricity (pro rata) 52501month contractual \$3,000  
 Skyllonda Electricity (pro rata) \$300/month contractual \$3,600  
 Felton Headquarters Electricity (pro rata) 53001month contractual \$3,600  
 Belmont LPG (pro rata) 52001month contractual \$2,400

Subtotal Utilities **519,200**

**Consultant & Professional Services : Interdepartmental**  
 Comm. Driver's Lit. Holder Drug and Alcohol Testing HEM \$368 Subtotal C & P Services \$388

**Personal Care**

	Months			Benefits @	
Uniform Allowance	2	Full-time wearers (DC/BC)	5830	\$1,660	22.21% 5369
Uniform Allowance	39	Full-time wearers'	\$830	\$32,370	\$7,189
Uniform Allowance	2	Seasonal (2/12 mon)	12 570	51,680	5373

\*includes 2 non-sup. BC

	Months			Benefits @	
Uniform Allowance	1	HEM	5450	5450	0.00% 5450
Uniform Allowance	2	Disp Clrk	\$450	5 9 0 0	:: 5900
Prot. Clothing Allowance	1	HEM Prot. Clothing	12 \$108	\$0	5108
Tool Allowance	1	HEM Tool Allowance	55::	5575	\$0 5575

Foodstuffs All Stations \$6,028  
 Foodstuffs Training 5500

Quartermg & Housekeeping All Stations M,100

Laundry All Stations 51,470

Safety Gear All Stations (Service Centers) 52,000

Subtotal Personal Care \$56,772

**Vehicles**  
 County Owned 43 Engines and Support Vehicles Actual Expense g:  
 State owned 1 Engines 0 5350 \$:  
 State owned 3 Pickups 0 50.31 \$0

Subtotal Vehicles 50

**Miscellaneous**

Postage	Felton HQ		\$2,250
Postage	All Stations		\$ 1 , 0 0 0
Equipment Rental	All Stations		\$500
Printing	Service Center		\$2,000
General Expense	Belmont	\$4,050	
General Expense	Cordilleras	\$1,700	
General Expense	Skylonda	\$2,500	
General Expense	Pescadero	\$2,500	
General Expense	Middleton (Vol.)	\$500	
General Expense	Loma Mar (Vol.)	\$500	
General Expense	Kings Mt. (Vol.)	\$2,500	
General Expense	La Honda (Vol.)	\$2,500	
General Expense	Saratoga Summit	\$500	
General Expense	Service Center	\$4,000	
General Expense	Shop	\$2,000	
General Expense	ECC	\$500	
		Subtotal General Expense	\$23,750
		Subtotal Miscellaneous	\$29,500
		<b>Subtotal Operating Expenses</b>	<b>\$138,780</b>
		<b>Total Personal Service and Operating Expense</b>	<b>\$4,603,323</b>
		Administrative Charge 10.16%	\$468,618
		<b>Subtotal Schedule "A"</b>	<b>\$5,071,941</b>
		Facility Operations - Contractual	
		Rent - Buildings & Grounds Non-State Owned <b>Credit</b>	<b>(\$18,000)</b>
		<b>Grand Total Schedule A</b>	<b>\$5,053,941</b>
Total PM=	348		
PY=	29.0		

19-Dec-03 :Date Run

**EXHIBIT E, SCHEDULE A**

**FISCAL DISPLAY  
PRC 4144**

**NAME OF LOCAL AGENCY** San Mateo County

Index 1700            PCA 17711=

This is Attachment A of Cooperative Agreement originally dated July 1, 2003, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

X Original                      Amendment for Fiscal Year 200.                      Not Applicable

**PERSONAL SERVICES**

Fire Control & Emergency Service	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 46.27% Total	
Sch. B Personnel								
B&t&n Ctii&	3	Bat. Chief	1 /1 -5130	7	\$1,535	\$32,235	\$14,915	\$47,150
FC Ops./Admin.	5	Captain	1 /1-5/31	7	\$871	\$30,485	\$14,105	\$44,590
Fire Prev. Officer	1	Captain	1 /1-5/31	7	\$871	\$6,097	\$2,821	\$8,918

**Subtotal-Personal Services \$/oO,SSS**

Administrative Charge                      10.18%                      \$10,247

**Grand Total Amador Plan                      \$110,906**

19-Dec-03 RUN DATE

FC-90 (Rev. 5/03)

**EXHIBIT E, SCHEDULE A**

**FISCAL DISPLAY  
PRC 4142**

**NAME OF LOCAL AGENCY** \_\_\_\_\_

Index 1700

PCA 17730

This is Attachment A of Cooperative Agreement originally dated July 1, 200-, by and between the Department of Forestry and Fire Protection of the State of California and. LOCA'L AGENCY.

X. Original                      Amendment for Fiscal Year 200.                      \_\_\_\_\_ Not Applicable

**PERSONAL SERVICES**

Fire Control & Emergency Services	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 46.27%	Total	
<b>Belmont FFS Salaries</b>	1	Captain	7/1-6/30	12	\$4,432	\$53,164	\$24,606	<b>\$77,792</b>	
	1	F W )	7/1-6/30	12	\$4,723	\$56,676	\$26,224	<b>\$62,900</b>	
	3	F AE(P)	7/1-6/30	12	\$4,120	\$146,320	\$66,626	<b>\$216,948</b>	
	3	Engineer	7/1-6/30	12	\$3,849	\$136,564	\$64,114	\$202,678	
	2	FF II	7/1-6/30	12	\$3,372	\$60,928	\$37,445	\$118,373	
						<u>\$477,672</u>			
Pmedic Retention Pay	4	Medics		12	\$500	\$24,000	\$11,105	\$35,105	
<b>Planned 1/2 Time</b>							Benefits @ 22.21%		
	1	Captain	7/1-6/30	13	\$671	\$11,323	\$2,515	\$13,838	
	1	F V )	7/1-6/30	13	\$926	\$12,064	\$2,679	\$14,743	
	3	F AE(P)	7/1-6/30	13	\$609	\$31,551	\$7,007	\$38,558	
	3	Engineer	7/1-6/30	13	\$756	\$29,464	\$6,546	\$36,032	
	2	FF II	7/1-6/30	13	\$663	\$17,238	\$3,629	\$21,067	
						<u>\$101,660</u>			
							Benefits @ 46.27%		
Longevity Pay			7/1-6/30	12	\$500	\$6,000	\$2,776	\$8,776	
Educational Incentive	9	Penn. Emp.	7/1-6/30	12	\$75	\$8,100	\$3,748	\$11,848	
						<u>\$14,100</u>			
<b>Unplanned 1 1/2 Time</b>						\$ 40,361		\$ 40,361	
						Totals	\$657,793	\$261,226	\$919,019

**Subtotal Personal Services \$919,019**

**OPERATING EXPENSES**

**Travel Expenses**

Subtotal Travel Expenses      \$6,000

Personal Care	No:	Type	Mos.	Rate	Benefits @ 22.21%	Total	
Uniform Allowance	9	Full-time wearers		\$830	\$7,470	\$1,659	\$9,129

Belmont FFS

Foodstuffs

\$3,210

Subtotal Personal Care \$12,339

**Subtotal Op. Expenses** **\$18,339**

Total Personal Services and Operating Expenses \$937,358  
Administrative Charge 10.18% \$95,423

**Grand Total Schedule A** **\$1,032,782**

FC-90 (Rev. 5/03)



**EXHIBIT E, SCHEDULE B**  
**STATE FUNDED RESOURCES**

**NAME OF LOCAL AGENCY** San Mateo County

This is Schedule 6 of Cooperative Agreement originally dated July 1, 2003, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

\_\_\_\_\_ Original                  \_\_\_\_\_ Amendment for Fiscal Year 200-                  \_\_\_\_\_ Not Applicable

- 1 Unit Chief
- 2 Division Chiefs
- 4 Battalion Chiefs
- 1 Battalion Chief-Training
- 1 Battalion Chief-Prevention
- 1 Battalion Chief-Dispatch
- 3 Captains-Dispatch
- 1 Fire Captain-Prevention
- 1 Fire Captain-Pre-Fire Engineering
- 1 Fire Prevention Specialist II (6 months)
- 1 Forestry Equipment Manager
- 4 Heavy Equipment Operators
- 1 Forestry Logistics Officer
- 1 Dispatch Clerk (6 months)
- 1.5 Office Assistants
- 1 Personnel Services Specialist
- 1 Accounting Technician
- 23 Fire Captains
- 2 Fire Captains (6 months)
- 4 Fire Apparatus Engineers
- 0.7 Fire Apparatus Engineers (2 @ 3.5 months each)
- 43.2 Firefighter 1 (5 months)
- 1 Forester II
- 3 Forester I

Stations and Engine Crews

Belmont	Big Creek	Burrell	Corralitos
Felton,	Pescadero	Jamison Creek	Saratoga Summit
Soquel	Skylonda		

Ben Lomond Youth Conservation Camp

- 1 Division Chief
- 10 Fire Captains
- 1 Heavy Equipment Mechanic
- 1 Office Technician

Soquel Demonstration State Forest

- 1 Forester II
- Forester I
- Forestry Assistant II
- 0.5 Office Assistant

**SCHEDULE C**

**SAN MATEO COUNTY FIRE DEPARTMENT**  
**Fiscal Year 2003 - 2004**

**Organization Number 35800**  
**Account Number & Description**

**SERVICES AND SUPPLIES**

<b>5121 Safety Clothing</b>		<b>\$26,000</b>
Turnouts (Replacement/New Personnel-All)	<b>\$19,000</b>	
Fire Helmets (Replacement/New Personnel-All)	<b>\$3,000</b>	
Turnout Boots (Replacement/New Personnel-All)	<b>\$2,000</b>	
Boot Allowance (Volunteer Companies)	<b>\$2,000</b>	
<b>5162 Photo Supplies - Fire Marshal</b>		<b>\$500</b>
<b>5165 Medical/Dental Supplies</b>		<b>\$12,000</b>
Supplies A.L.S. Companies	<b>\$8,000</b>	
Supplies B.L.S. (Volunteer Companies)	<b>\$4,000</b>	
<b>5169 Im'munizations ( All Personnel)</b>		<b>\$3,000</b>
<b>B-1?% Ciini+ Expenses (Vokmteer Physicals)</b>		<b>\$3,000</b>
<b>5191 Outside Printing &amp; Copy Srv.</b>		<b>\$2,000</b>
<b>5193 General Office Supplies</b>		<b>\$3,000</b>
<b>5195 Subscriptions</b>		<b>\$2,000</b>
Fire Marshal's Office	<b>\$1,000</b>	
Administration	<b>\$600</b>	
Paid Companies	<b>\$200</b>	
Volunteer Companies	<b>\$200</b>	
<b>5196 Photo Copier Leases</b>		<b>\$18,500</b>
Station 21	<b>\$1,000</b>	
Station 18	<b>\$5,000</b>	
Station 57	<b>\$1,500</b>	
Station 58	<b>\$1,500</b>	
Station 59	<b>\$1,500</b>	
Training	<b>\$8,000</b>	
<b>5212 Computer Equipment &lt;\$3,000</b>		<b>\$6,571</b>
<b>5232 Professional To&amp;/Equipment (All Companies)</b>		<b>\$5,000</b>
<b>5234 Office Furniture/Equipment</b>		<b>\$5,000</b>
<b>5332 Professional Organizations</b>		<b>\$8,000</b>
Fire Marshal	<b>\$500</b>	

Training	\$750	
Chiefs Associations	\$750	
C.S.F.A. (Volunteer Program)	\$6,000	
<b>5413 Motor Vehicle Equipment Maintenance</b>	\$97,000	<b>\$97,000</b>
<b>5424 Radio Maintenance</b>		\$23,348
Pager Repairs (Volunteers)	\$1,500	
Base Station Repairs (T.E.A. Contract)	\$1,000	
Mobile Installations, Repairs	\$1,000	
Control I-D Repairs	\$1,000	
Z-Tron Repairs	\$1,000	
Replacement Supplies	\$1,000	
Microwave - Recurring	\$500	
Misc. Equipment, Radios	\$16,348	
<b>5428 Misc. Repairs, Equipment</b>		\$27,000
Breathing Apparatus Maintenance	\$6,500	
Fire Equipment (Miscellaneous)	\$6,000	
Mobile Equipment	\$6,000	
Shop Laundry	\$2,500	
Amikus Tool Maintenance	\$3,000	
Turnout Maintenance	\$3,000	
<b>5455 General Maintenance, Structures</b>		\$30,000
Point of Service	\$30,000	
<b>5517 Miscellaneous Rents and Leases</b>		\$4,400
Pitney Bowes Postage Meter	\$2,400	
Address Program - Fire Marshal	\$2,000	
<b>5631 PG&amp;E</b>		\$15,000
Cordilleras	\$12,000	
Loma Mar	\$3,000	
<b>5632 Liquid Propane Gas</b>		\$6,900
Skylonda	\$3,500	
Pescadero	\$3,400	
<b>5634 Disposal</b>		\$8,000
Cordilleras	\$1,200	
Skylonda	\$2,200	
Belmont	\$2,200	
Pescadero	\$1,200	
Medical Waste (All Stations)	\$1,200	
<b>5635 Water</b>		\$5,650
Belmont	\$1,150	

Pescadero	\$1,500	
Skylonda	\$2,000	
Cordilleras	\$1,000	
<b>5641 Telephone</b>		<b>\$28,260</b>
Belmont Station	\$5,000	
Cordilleras	\$2,700	
Loma Mar (Volunteer)	\$360	
Creative Interconnect	\$6,600	*
Cornm Lines	\$6,600	
Z-Trons (234.271.8837) \$ 2,200		
Control '1 (234.2719274) \$ 2,200		
Felton ECC (236.2715654) \$ 2,200 Printer		
Miscellaneous Repairs	<b>\$1,000</b>	
Paramedic Cell Phones (7 ea.)	\$4,000	
, Phone Pagers '( 18 ea.)	\$2,000	
<b>5724 Travel-Business</b>		<b>\$2,000</b>
<b>5733 Training &amp; Education</b>		<b>\$43,000</b>
Tuitions - All Personnel	\$3,000	
Paramedic C.E.	\$5,000	
Half Moon Bay Medic Training	\$9,000	
Ben Lomond Training Center	\$5,000	
Instructors' Pay	\$2,000	
CareerNFF Classes	\$3,000	
Auto Extrication	\$2,500	
Swiftwater Team	\$ 3 , 0 0 0	
EMT Class Upgrade	\$4,000	
Materials and Supplies	\$3,000	
Trailing Conferences	\$1,000	
Hunter - Liggett Wildland Drill	\$1,500	
Volunteer \$1,500		
Live Fire C.D.F. / Modesto	<b>\$1,000</b>	
Volunteer \$1,000		
<b>5815 Contract-Fire Protection</b>		<b>\$5,218,549</b>
Personnel - Regular Pay - Extra Help	\$30,000	
(Volunteer Training Stipend)		
Professional Services (Sched. A)	\$5,053,941	
Contract-Critical Incident Stress	\$3,000	
Volunteer Length of Service Benefit	\$20,702	
Amador contract	\$110,906	
<b>5858 Other Professional Contract</b>		<b>\$0</b>
<b>5969 Other Special Departmental Exper c</b>		<b>\$60,800</b>
Fire Hose, Replacement (All Companies)	\$17,000	

Breathing Apparatus Upgrade	\$39,000
Protection & Planning	\$2,600
Special Operations	\$2,200

**Services & Supplies Subtotal** \$5,664,478

**OTHER CHMGES** \$152,426

6265 Redwood City	\$16,803
Burlingame	\$90,814
South San Francisco	\$17,000
Fire Net 6	\$26,611
Paramedic Applications	\$998

**6711 Radio Charges** \$1,310

**6712 ISD Telephone Charges (pagers)** \$6,000

**6713 ISD Charges** \$500

**6714 Facility Service Charges** \$20,000

**6717 Motor Vehicle Services** \$1,000

**6724 Auto Liability** \$17,919

Volunteer Owned Vehicles  
County Owned Vehicles

**6725 General Liability (Volunteers)** \$7,146

**6728 Property Insurance** \$12,360

**Other Charges Subtotal** \$218,661

**FIXED ASSETS**

**7211 Fixed Assets-Structural improvements**

Lighting System, Sta. 59	\$12,050
Stove, Sta. 58	\$5,000

**7311 Fixed Assets-Equipment**

Defibrillator - Monitor M Eng-59	\$27,000
Exercise Equipment, La Honda	\$5,000

Infrared Cameras

\$24,000

**Fixed Assets Subtotal**

\$73,050

**GRAND TOTAL**

\$5,956,189

**Schedule "C" Total Only**

\$737,640

**San Mateo County Fire Department**  
**Fiscal Year 2003 - 2004**  
**County Service Area # 1**  
**Org. Num'ber 35600**

**Services and Supplies**

5121	Clothing Suppfies	\$2,700
5165	Other Medical/Dental/Lab Supplies	\$1,200
5196	Photo Copier Lease	\$8,000
5232	Other Special Tools/Equip.	\$1,200
5641	Telephone Belmont Telephone	\$10,000
5733	Training Supplies	\$4,724
5815	Contract/Fire Prot.**(See Schedule A Detail)	\$1,032,782
5878	Other Professional Services	\$137,237
5969	Other Special Dept. Expense	\$1,575
	Station 17 Furniture	\$3,000
	Reserve	\$15,000
6712	Telephone Service Charges	\$300
	Subtotal Operating	\$1,217,718

**FIXED ASSETS j**

7311	Fixed Assets - Subtotal Equipment	\$358,000
	New Engine 17	358,000
	<b>Total Operating and Personnel</b>	<b>\$1,575,718</b>

**EXHIBIT E, SCHEDULE D**

**LOCAL AGENCY OWNED  
STATE MAINTAINED VEHICLES**

**NAME: OF LOCAL AGENCY** San Mateo County

Schedule D is made a part of this agreement originally dated July 1, 2003 between the STATE and LOCAL AGENCY.

-  Original                      Amendment for Fiscal Year \_\_\_\_\_                      \_\_\_\_\_ Not Applicable

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

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

State shall:

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

(2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.



Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

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

<u>Category</u>	<u>Year Model</u>	D E	<u>License Number</u>
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see All the 11 All - All vehicles art: WCC1R11LUS1

SAN MATEO VEHICLE LIST 2003

<u>CO#</u>	<u>LIC#</u>	<u>RADIO</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>N #</u>	<u>LOCATION</u>
COX4R	101591	E-117	1988	OTTAWA	FTH-1500	1   WBI 6V9JA000015	BELMONT S 17
COX6	369523	ME-1 8	1992	KME	FTH-1250	1 K9AF4280PN058773	CORDILLERAS S18
cox07	1109074	ME-59	2001	HME	FTH-1250	44KFT4289WZ19502	PESCADERO S 59
COXIO	462502	E-53	1984	INT/BK	FTH-1250	1 HTLDTVN3EHA34858	HONOR CAMP
cox13	492790	BS-58	1988	DODGE	D-350	1 B6MD3419JS665855	SKYLONDA S58
coti1 5	652589	WT-56	1975	INTNL	WT-2500	42740YB14510	KINGS MTN C56
COX16	1157587	T-1751	2003	FORD	4x4WGN		STEWART
COXI 7	018002	E-17	1995	SPARTN	FTH-1500	4S7AT9D05SC016110	BELMONT S 17
COX18	033674	U-I 737	1996	FORD	SEDAN 2FALP71	W5TX108288	BELMONT S 17
COXI 9		T-I 753	2001	CHEVY	4X4 PU	2GCEK19VO11346866	JALBERT
COX20R	293138	RES-17	1993	GMC	RESCUE	1 GDKC34N2PJ502189	HALF MOON BAY
COXZI	293139	MED 56	1993	GMC	RESCUE	1 GDKC34N7PJ502334	PESCADERO S 59
cox22		P-I 722	2003	FORD	4x4 PU		TOOKER S17
COX24	043238	B-171 1	1996	FORD	4X4 WGN	1 FMEUI 5H3TLB85626	LANDUYT S17
cox25	043237	B-1717	1996	FORD	4X4 WGN	1 FMEUI5H5TLB85627	RUST
COX28	990102	RES-56	1997	FORD	RESCUE	1 FDLF47G9VEB54749	KINGS MTN C56
cox29	345'165	PTL-56	1992	FORD	4X4 F250	2FDKF38GI NC423633	KINGS MTN C56
COX31	492717	WT-57	1979	FORD	WT-3000	W90AVFE7996	LA HONDAC57
cox34	492699	WT-59	1979	FORD	WT-3000	W90AVEE79	SKYLONDA 558
COX36	293137	RES-57	1994	GMC	RESCUE	1 GDKC34N7RJ501560	LA HONDAC57
cox37	107162	E-317	1990	INTNL	FTH-500	1 HTSDZ3R8LH237744	BELMONT S 17
cox40	202782	E-57	1988	INTNL	FTH-500	1 HTLDZ3NXXH601680	LA HONDAC57
cox41	NONE	NONE	1968	BAKER	FORKLIFT		BELMONT S 17
cox44	209201	E-55	1988	INTNL	FTH-1000	1 HTLDZ3N7KH640274	LOMA MAR C55
cox45	346252	E-21	1990	FORD	FTH-1000	1 FDYD80U5LVA23432	SAR SUMMIT S21
COX48	293095	NONE	1994	GMC	VAN	1 GJHG39K3PF521279	FIRE SAFE
cox49	009958	NONE	1994	FORD	VAN	1 FBJS31 G3RHB83084	FIRE SAFE
cox50	017240	ATK-54	1991	CHEVY	FSV-ATK	IGBKC34NOMJI12082	MIDDLETON TRK
cox55	755024	E-257	1980	INTNL	FTH-250	1 HTARI 829BHB13915	LA HONDAC57

CO#	LIC#	RADIO	YR	MAKE	MODEL	VIN#	LOCATION
COX56	988747	R-1731.	1997	FORD	REPAIR 1	FDKF37C5YEB5791	BELMONT S 17
cox57	1010109	ME-58	1997	PIERCE	FTH-1250 1	FVGHLCBSWH915009	SKYLONDA S58
COX58	1010179	E-56	1997	PIERCE	FTH-1250 1	FVGHLCB7WH919008	KINGS MTN C56
COX60	1013889	E-217	1998	PIERCE	FTH-1500 4PI	CT02S6WA000825	BELMONT S 17
COX61	915168	NONE	1999	CARSON	TRAILER	4HXLS0810XC014090	HONOR CAMP
COX62	1057894	B-1719	2001	DODGE	4X4 PU	3B7HF12Z71G189147	so
COX63	1107709	P-57	2001	FORD	PU	1 FTNX21 L31 ED80087	LA HONDA C57
COX64		D-1 703	2002	FORD	SEDAN	2FAFP71 W73X115644	SIMS
OES	E959456	OES 262	1998	FRTLNR	FTH-	1 FV6HLCB6XHA02968	CORDILLERAS S18

REVISED 12/11/2003

**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
4142 AND 4144 AGREEMENTS/AMENDMENTS - INSURANCE CERTIFICATIONS CHECKLIST**

Determine whether or not there are any LOCAL AGENCY VEHICLES, EMPLOYEES, OR VOLUNTEERS under the agreement/amendment. If no, mark item #1 and any applicable category. If yes, mark item #2 and any applicable category. Include this form and any required proof of insurance with the agreement/amendment, making sure that the insurance certificates cover the entire fiscal year.

The Insurance Certificate shall include the following language: "The Department of Forestry and Fire Protection, State of California and its officers, servants, and employees are included as additional insured."

1. NO:     V E I H I C L E S     EMPLOYEES                     VOLUNTEERS
2. YES:   VEHICLES     /EMPLOYEES                     VOLUNTEERS

Proof of insurance -

**VEHICLES** - include one of the following:

- A) A commercial insurance carrier's certification of insurance for the locally-owned vehicles with general liability covering bodily injury and property damage, or
- B) A statement of self-insurance for vehicle which has been signed by an authorized local official.

**EMPLOYEES** - include one of the following:

- A) A certificate of workers' compensation insurance as required by statutory law, or
- B) A statement of self-insurance for workers' compensation signed by an authorized local official.

**VOLUNTEERS** - include one of the following:

- A) A certificate of workers' compensation insurance as required by statutory law, or
- B) A statement of self-insurance for workers' compensation signed by an authorized local official.

For information, call California Department of Forestry and Fire Protection Contracts Office (916) 322-5694, or General Services Offices of Insurance and Risk Management (916) 3765300.

Please complete and return this checklist with contract package.  
Rev. 7/2003

**EXHIBIT E, SCHEDULE E**

The Department of Forestry and Fire Protection, State of California and its officers, servants, and employees are included as additional insured. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in Exhibit A, Section 9.

NAME OF LOCAL AGENCY \_\_\_\_\_

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

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit A, Section 3.1.

By: & d i L j 4 . ~  
Signature

Priscilla H. Morse  
Printed Name

Risk Manager  
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 Exhibit A, Section 12.

By: Priscilla H. Morse  
Signature

Priscilla H. Morse  
Printed Name

Risk Manager  
Title

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

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 Exhibit Section 13.

By: Priscilla H. Morse  
Signature

Priscilla H. Morse  
Printed Name

Risk Manager  
Title

Client#: 16985

COUNSAN

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
OS/27103

<b>PRODUCER</b> Arthur J; Gallagher 8 Co. Ins. Brokers of CA Inc Lic.WI726293 145 Market Spear Twr Ste 200 San Francisco, CA 94105	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INEDJRIRS AFFORDING COVERAGE	NAIC #
<b>INSURED</b> County of San Mateo Mail Stop EPS163 455 County Center, 5th Floor Redwood City, CA 94063.1663	INSURER: Insurance Comanv of the State of PA	19429
	IN&R&B: Lexington Insurance Co.	19337
	INSURER c: Newmarket Underwriters insurance Co.	10690
	INSURERD: Continental Casualty Company	2 0 4 4 3
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POUCY EXPIRATION DATE	uMrr.s
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY Excess of <input type="checkbox"/> CLAIMS MADE x OCCUR \$& ) 0, & O SIR <input checked="" type="checkbox"/> Public Entity. Error/Omissions - GEESLAGGEGATE UMITAPPLIES PER:	47034492	03/22/03	05/22/04	EACH OCCURRENCE \$4,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADTI INJURY \$4,750,000 GENERAL AGGREGATE \$4,750,000 PRODUCTS - COMP/OP AGG \$4750,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO AU OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS. <input checked="" type="checkbox"/> NON-OWNED AUTOS	47034492	01/12/03	01/12/04	COMBINED SINGLE UNIT (Ea accident) \$4,750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
K	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT C & HER THAN EA ACCIS AUTO ONLY: AGG S
a C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ None	6500037 NU6500037	01/12/03 01/12/03	01/12/04 01/12/04	EACH OCCURRENCE (\$15,000,000) AGGREGATE / \$15,000,000 \$ \$ \$
0	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input checked="" type="checkbox"/> OTHER	W128585717B Excess of \$1,000,000 SIR (Excess WC)	01/22/03	05/22/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,000,000 EL DISEASE -EA EMPLOYEE \$2,000,000 EL DISEASE -POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES | EXCLUSIONS ADDED BY ENDORSEMENTS | SPECIAL PROVISIONS

(Certificate Holder is listed as respects operations of the San Mateo County Employee.

**CERTIFICATE HOLDER**

State of California  
 Division of Forestry  
 P.O. Box Drawer F2  
 Felton, CA 95018

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 2 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. THE AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*BB Cecil B. Jack*

I M & T A N T

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed; A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION, IS. WAIVED, subject to the terms and conditions of the policy, certain policies' may require an endorsement. A statement on this certificate does not confer rights to the certificate holder. in lieu of such endorsement(s).

,DISCLAIMER

The Certificate of Insurance on the reverse side of this form 'does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage 'afforded by the policies listed thereon.

## Waives Request Memo

**Date:** 12/29/2003  
**To:** .Pam Deal, Management Analyst  
**From:** Virginia Diehl, Administrative Services Manager  
**Subject:** Waiver Request

We are requesting a waiver of the Equal Benefits and Non-Discrimination Ordinance to enter into or amend a contract with the California Department of Forestry and Fire Protection (CDF) for fire protection services in the amount of \$:7,531,290-7.

This waiver is necessary and in the best interest of the County for the following reason(s):

Necessary in order to respond to an emergency

Sole Source

No compliant contractors are capable of providing the goods/service

Inconsistent with a grant, subvention or agreement with a public agency


Is part of a Cooperative or Joint Purchasing Agreement

Other

Attached is a detailed explanation of the reason(s) checked above.

- p r o v e d  
 Not Approved

CDF does provide Equal Benefits to its employees and has an internal non-discrimination policy. However, because CDF contracts with multiple jurisdictions, CDF requires contracting agencies to sign a boilerplate contract which lacks the County-required enforcement language.

  
\_\_\_\_\_  
Signing Authority

1-2-04  
\_\_\_\_\_  
Date