

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

**1CA43374**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

San Mateo County

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT

**Forestry and Fire Protection**

4. DIVISION, BUREAU, OR OTHER UNIT

**San Mateo - Santa Cruz**

5. AGENCY BILLING CODE

**013028**

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

**Jolene DeGroot, 916/654-6833**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO

YES (If YES, enter prior contractor name and Agreement Number)

1CA33266

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

**Fire Protection Services**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

**California Department of Forestry and Fire Protection shall provide fire protection services pursuant to Public Resources Code Sections 4142 and/or 4144.**

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE

QUARTERLY

ONE -TIME PAYMENT

PROGRESS PAYMENT

ITEMIZED INVOICE

WITHHOLD \_\_\_\_\_ %

ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE

\$ \_\_\_\_\_ or \_\_\_\_\_ %

OTHER (Explain) \_\_\_\_\_

11. PROJECTED EXPENDITURES  
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

**Reimbursement**

\$

\$

\$

OBJECT CODE

AGREEMENT TOTAL \$

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$

12. AGREEMENT

TERM

From

Through

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

07/01/04

06/30/05

\$ 6,707,206

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

**TOTAL \$ 6,707,206**

(Continue)

**AGREEMENT SUMMARY**

STD. 215 (NEW 02/98)

## 13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
*(Attach justification if secondary method is used)*
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER *(Explain)*  
*(Attach STD. 821)* *(Give authority for exempt status)*

**Reimbursement**

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)*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?

**Not applicable. This is a reimbursement agreement with a local agency.**17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

*Justification:***Not applicable. This is a reimbursement agreement with a local agency.**

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- 
- NO
- 
- YES
- 
- N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- 
- NO
- 
- YES
- 
- N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- 
- NO
- 
- YES
- 
- NONE ON FILE
- 
- N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A  
 B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- 
- NO
- 
- YES
- 
- N/A

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

- 
- NO
- (Explain below)*
- 
- YES
- (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:***Schedule A and Wildland agreements are exempt from DVBE requirements per SCM Section 8.12**

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- 
- NO
- 
- YES
- (Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

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

- 
- NO
- 
- YES

*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

1/12/05

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>1CA43374</b>
REGISTRATION NUMBER

1. 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

2. The term of this Agreement is: July 1, 2004 through June 30, 2005


3. The maximum amount of this Agreement is: \$ 6,707,206  
 Six Million, seven-hundred seven thousand, two-hundred six dollars, and no cents

4. 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	GTC 304
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	19 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)

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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		
ADDRESS 400 County Center Redwood City, CA 94063		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Forestry and Fire Protection		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James M. Wright, Deputy Director, Chief of Fire Protection		
ADDRESS 1416 Ninth Street, Sacramento, CA 94244-2460		

**EXHIBIT A  
 COOPERATIVE FIRE PROGRAMS  
 FIRE PROTECTION REIMBURSEMENT AGREEMENT**

PRC 4142 ONLY  
 (SCHEDULE A)

PRC 4144 ONLY  
 (AMADOR)

PRC 4142 & 4144

LIMITED 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 project representatives during the term of this agreement will be:

Department of Forestry and Fire Protection Unit Chief:	Local Agency:
Name: John E. Ferreira	Name: Marcia Raines
Phone: 831.335.6700	Phone: 650.559.1388
Fax: 831.335.4053	Fax: 650.559.1721

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

Department of Forestry and Fire Protection Unit Chief:	Local Agency:
Section/Unit: San Mateo-Santa Cruz	Section/Unit: Environmental Services Agency
Attention: Clare Frank, Division Chief	Attention: Marcia Raines, Director
Address: 6059 Highway 9	Address: 400 County Center
Phone: 831.335.6702	Phone: 650.559.1388
Fax: 831.335.4053	Fax: 650.559.1721

Send an additional copy of all correspondence to:

<b>Department of Forestry and Fire Protection</b>
<b>Cooperative Fire Services</b>
<b>P.O. Box 944246</b>
<b>Sacramento, CA 94244-2460</b>

**2. Authorization**

This agreement is entered into this 1st day of July, 2004, by and between the State of California, hereinafter called STATE, and San Mateo County called LOCAL AGENCY through its duly authorized officers. 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.

### 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 \_\_\_\_\_ services as described in the attached service description.

### 4. Services By 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.
- 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 24008, 55606 and 55608, Public Contract Code Section 20811, or other applicable appointing authority. The LOCAL AGENCY may appoint the Unit Chief as the Fire Chief. The duty statement for this position is incorporated by reference into this agreement by a local board/council resolution.
- D. The Unit Chief may dispatch personnel and equipment listed in 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.
- E. 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.
- F. 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.
- G. 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 13054, STATE may, on request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as elected by LOCAL AGENCY.

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

## 8. Property Accounting

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

## 9. 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.

## 10. Insurance

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

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

- A. Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- B. The Department of Forestry and Fire Protection, State of California, and its officers, servants, and employees are included as additional 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.

**11. Workers' Compensation**

**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.
- A. 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 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.

**12. Vehicles**

**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

### **13. Entire Agreement**

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

**EXHIBIT B**  
**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.
  - (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 LOCAL 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 Operating and Maintaining Equipment and Property**

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

**EXHIBIT C**  
**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.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

**EXHIBIT D**  
**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 final.

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

**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 Majeure

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 Agreement

- (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.

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**  
**ADDITIONAL PROVISIONS**

**Schedules**

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

- **A. Fiscal Display, PRC-4142** - STATE provided LOCAL AGENCY funded fire protection services.
- AND/OR
- **Fiscal Display, PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services during winter non-fire season.
- **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.
- **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.
- **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.

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

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The additional documentation listed below is required by CDF.

- 1) CDF Review Certification Memo (signatures)
- 2) Routing Checklist
- 3) Local Agency's Governing Board Resolution or Minutes **(provide 2 copies)**
- 4) Fiscal Sheet - Exhibit E, Schedule A **(provide 4 extra copies)**
- 5) Service Description – Required if this is a Limited Service Agreement



**EXHIBIT E, SCHEDULE A  
FISCAL DISPLAY  
PRC 4142**

INDEX 1700 PCA 17710

This is Schedule A-4142 of the Cooperative Agreement originally dated July 1, 2004 by and between the California Department of Forestry and Fire Protection and San Mateo County, a LOCAL AGENCY.

<u>PERSONAL SERVICES</u>								
<u>Fire Control &amp; Emergency Services (Safety Personnel)</u>								
	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
							50.03%	
Belmont FFS	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$26,608	\$79,792
	2	FAE Pmedic	7/1-6/30	12	\$4,120	\$98,880	\$49,470	\$148,350
	3	Engineer	7/1-6/30	12	\$3,849	\$138,564	\$69,324	\$207,888
	1	FF II (P)	7/1-6/30	12	\$3,644	\$43,728	\$21,877	\$65,605
	1	FF II (P) 904	7/1-6/30	12	\$3,644	\$43,728	\$21,877	\$65,605
Skylonda FFS	2	Captain	7/1-6/30	12	\$4,432	\$106,368	\$53,216	\$159,584
	3	FAE Pmedic	7/1-6/30	12	\$4,120	\$148,320	\$74,204	\$222,524
	2	Engineer	7/1-6/30	12	\$3,849	\$92,376	\$46,216	\$138,592
	1	FF II Pmedic	7/1-6/30	12	\$3,644	\$43,728	\$21,877	\$65,605
Cordilleras FFS	2	Captain	7/1-6/30	12	\$4,432	\$106,368	\$53,216	\$159,584
	2	FAE Pmedic	7/1-6/30	12	\$4,120	\$98,880	\$49,470	\$148,350
	1	Engineer	7/1-6/30	12	\$3,849	\$46,188	\$23,108	\$69,296
	1	Eng. LT(904)	7/1-6/30	12	\$3,849	\$46,188	\$23,108	\$69,296
	2	FF II	7/1-6/30	12	\$3,374	\$80,976	\$40,512	\$121,488
Pescadero FFS	1	FC Pmedic	7/1-6/30	12	\$4,723	\$56,676	\$28,355	\$85,031
	1	Captain	7/1-6/30	12	\$4,432	\$53,184	\$26,608	\$79,792
	3	FAE Pmedic	7/1-6/30	12	\$4,120	\$148,320	\$74,204	\$222,524
	2	Engineer	7/1-6/30	12	\$3,849	\$92,376	\$46,216	\$138,592
	1	FF II	7/1-6/30	12	\$3,374	\$40,488	\$20,256	\$60,744
<b>Command/Support</b>								
Division Chief	0.8	Asst. Chief	7/1-6/30	12	\$6,999	\$67,190	\$33,615	\$100,806
Battalion Chief	1.6	Bat. Chief	7/1-6/30	12	\$5,643	\$108,346	\$54,205	\$162,551
Training Officer	0.8	Captain	7/1-6/30	12	\$4,432	\$42,547	\$21,286	\$63,834
Fire Protection Planning	0.8	Captain	7/1-6/30	12	\$4,432	\$42,547	\$21,286	\$63,834
Pmedic Retention pay	14			12	\$500	\$84,000	\$42,025	\$126,025
<b>Totals for Safety Personnel</b>						<b>\$1,883,150</b>	<b>\$942,140</b>	<b>\$2,825,291</b>
<u>Support Services (Non-Safety Personnel)</u>								
	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
							45.04%	
Vehicle Ops	0.8	HEM	7/1-6/30	12	\$4,220	\$40,512	\$18,247	\$58,759
Clerical, Training	0.4	OA Typing	7/1-6/30	12	\$2,435	\$11,688	\$5,264	\$16,952
Clerical, reception	0.8	OA Typing	7/1-6/30	12	\$2,435	\$23,376	\$10,529	\$33,905
Clerical, Personnel	0.4	OT	7/1-6/30	12	\$3,050	\$14,640	\$6,594	\$21,234
ECC Operator	1.6	Disp Clerk	7/1-6/30	12	\$3,147	\$60,422	\$27,214	\$87,637
<b>Totals for Misc. Personnel</b>						<b>\$150,638</b>	<b>\$67,848</b>	<b>\$218,486</b>
<u>Planned 1/2 Time</u>								
							25.72%	
Sch. A Personnel	1.6	Bat. Chief	7/1-6/30	13	\$2,730	\$56,784	\$14,605	\$71,389
	1	FC Pmedic	7/1-6/30	13	\$1,671	\$21,723	\$5,587	\$27,310
	7.6	Captain	7/1-6/30	13	\$1,568	\$154,918	\$39,845	\$194,763
	10	FAE Pmedic	7/1-6/30	13	\$1,458	\$189,540	\$48,750	\$238,290
	9	FAE	7/1-6/30	13	\$1,362	\$159,354	\$40,986	\$200,340

3	FF II Pmedic	7/1-6/30	13	\$1,290	\$50,310	\$12,940	\$63,250
3	FF II	7/1-6/30	13	\$1,194	\$46,566	\$11,977	\$58,543

Total Planned 1/2 Time \$679,195 \$174,689 \$853,884

Benefits @  
50.03%

Longevity Pay		7/1-6/30	12	\$2,500	\$30,000	\$15,009	\$45,009
Educational Incentive	18	Perm. Emp. 7/1-6/30	12	\$75	\$16,200	\$8,105	\$24,305

Total Longevity/Ed. Pay \$46,200 \$23,114 \$69,314

Extended Duty Pay		7/1-6/30	12	\$700	\$8,400	\$4,203	\$12,603
Division Chief (Sch A)	1	Asst. Chief					

Total Extended Duty Pay \$8,400 \$4,203 \$12,603

Benefits @  
45.04%

Dispatch Clerk Night Differential Rate		7/1-6/30	12	\$87	\$1,044	\$470	\$1,514
0.50 per hour	1	Disp. Clerk					
0.40 per hour	1	Disp. Clerk	7/1-8/31	\$70	\$835	\$376	\$1,211

Total Dispatch Differential \$1,879 \$846 \$2,726

Unplanned 1 1/2 Time \$359,000 \$359,000

Totals \$3,128,463 \$1,212,840 \$4,341,303

Subtotal Pers. Services \$4,341,303

**OPERATING EXPENSES**

<u>Communications</u>	<u>No.</u>	<u>Type</u>	<u>Mos.</u>	<u>Rate</u>		<u>Total</u>
Felton HQ	1	Telephone	12	\$333	Contractual	\$3,996
Felton HQ	1	Telephone	12	\$150	Contractual	\$1,800
Felton HQ CALNET	1	Telephone	12	\$123	Contractual	\$1,476
Felton HQ 800 1	1	Telephone	12	\$41	Contractual	\$492
Felton HQ 800 2	1	Telephone	12	\$41	Contractual	\$492
Pescadero FFS	1	Telephone	12	\$100	Contractual	\$1,200
Skylonda FFS	1	Telephone	12	\$154	Contractual	\$1,848
Training	1	Telephone	12	\$31	Contractual	\$372
Chiefs	4	Cellular	12	\$260	Contractual	\$3,120

Fire Marshal	2	Cellular	12	\$145	Contractual	\$1,740
Training	2	Cellular	12	\$90	Contractual	\$1,080
State Radio Maint.						
County Radio Maint	3	Base Station	7	\$67.44	Contractual	\$1,416
	37	mobile	1 year	\$151.84	Contractual	\$5,618
	33	handie talkie	1 year	\$34.56	Contractual	\$1,140

Subtotal Communications \$25,791

**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
Skylonda	Supplies/maintenance	\$1,000
Cordilleras	Supplies/maintenance	\$1,000
Pescadero	Supplies/maintenance	\$1,000

Subtotal Facilities \$4,000

**Utilities**

Belmont	Electricity (pro rata)	\$550/month contractual	\$6,600
Pescadero	Electricity (pro rata)	\$250/month contractual	\$3,000
Skylonda	Electricity (pro rata)	\$300/month contractual	\$3,600
Felton Headquarters	Electricity (pro rata)	\$300/month contractual	\$3,600
Belmont	LPG (pro rata)	\$200/month contractual	\$2,400

Subtotal Utilities \$19,200

**Consultant & Professional Services - Interdepartmental**

Comm. Driver's Lic. Holder Drug and Alcohol Testing	1	HEM	\$368	Subtotal C & P Services	\$368
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**Personal Care**

		Months			Benefits @	
Uniform Allowance	2	Full-time wearers (DC/BC)	\$830	\$1,660	25.72%	\$2,087
Uniform Allowance	38	Full-time wearers*	\$830	\$31,540	\$427	\$39,652
Uniform Allowance	2	Seasonal (2/12 mon)	\$70	\$1,680	\$432	\$2,112

\*Includes 2 non-sup. BC

					Benefits @	
Uniform Allowance	1	HEM	\$450	\$450	0.00%	\$450
Uniform Allowance	2	Disp Clrk	\$450	\$900	\$0	\$900
Prot. Clothing Allowance	1	HEM Prot. Clothing	\$9	\$108	\$0	\$108
Tool Allowance	1	HEM Tool Allowance	\$575	\$575	\$0	\$575

Foodstuffs	All Stations	\$6,028
Foodstuffs	Training	\$500

Quartering & Housekeeping	All Stations	\$1,100
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Laundry	All Stations	\$1,470
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Safety Gear	All Stations (Service Centers)	\$2,000
	Subtotal Personal Care	\$56,982

**Vehicles**

County Owned	43	Engines and Support Vehicles	Actual Expense	\$0
State owned	1	Engines	0	\$350
State owned	3	Pickups	0	\$0.31
		Subtotal Vehicles		\$0

**Miscellaneous**

Postage	Felton HQ	\$2,250
Postage	All Stations	\$1,000
Equipment Rental	All Stations	\$500
Printing	Service Center	\$2,000
General Expense	Saratoga Summit	\$500
General Expense	Service Center	\$4,000
General Expense	Shop	\$2,000
General Expense	ECC	\$500
	Subtotal General Expense	\$7,000
	Subtotal Miscellaneous	\$12,750
	<b><u>Subtotal Operating Expenses</u></b>	<b>\$128,691</b>

**Total Personal Service and Operating Expense** \$4,469,994

Administrative Charge 9.50% \$424,649

**Subtotal Schedule A** \$4,894,643

Facility Operations - Contractual  
Rent - Buildings & Grounds Non-State Owned Credit (\$18,000)

**Grand Total Schedule A** \$4,876,643

Total PM= 336  
PY= 28.0

11-Jan-05 :Date Run

**EXHIBIT E, SCHEDULE A  
FISCAL DISPLAY  
PRC 4144**

INDEX 1700 PCA 17711

This is Schedule A-4144 of the Cooperative Agreement originally dated July 1, 2004 by and between the California Department of Forestry and Fire Protection and San Mateo County, a LOCAL AGENCY.

**PERSONAL SERVICES**

Fire Control & Emergency Service	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 25.72%	Total	
Sch. B Personnel									
Battalion Chief	2	Bat. Chief	11/1-5/30	7	\$2,730	\$38,220	\$9,830	\$48,050	
FEM	1		11/1-2/15	3.5	\$277	\$970	\$250	\$1,220	
FC Ops.	7	Captain	11/1-5/31	7	\$1,568	\$76,832	\$19,761	\$96,593	
							<b><u>Subtotal-Personal Services</u></b>	<b>\$145,863</b>	
							Administrative Charge	9.50%	\$13,857
							<b>Grand Total Amador Plan</b>	<b>\$159,720</b>	

11-Jan-05 RUN DATE

**EXHIBIT E, SCHEDULE A  
FISCAL DISPLAY  
PRC 4142**

INDEX 1700 PCA 17730

This is Schedule A-4142 of the Cooperative Agreement originally dated July 1, 2004 by and between the California Department of Forestry and Fire Protection and San Mateo County, a LOCAL AGENCY.

**PERSONAL SERVICES**

Fire Control & Emergency Services	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @ 50.03%	Total
<b>Belmont FFS Salaries</b>	0	Captain	7/1-6/30	0	\$4,432	\$0	\$0	\$0
	2	FC(P)	7/1-6/30	24	\$4,723	\$226,704	\$113,420	\$340,124
	3	FAE(P)	7/1-6/30	12	\$4,120	\$148,320	\$74,204	\$222,524
	4	Engineer	7/1-6/30	12	\$3,849	\$184,752	\$92,431	\$277,183
	2	FF II	7/1-6/30	12	\$3,374	\$80,976	\$40,512	\$121,488
<b>Pmedic Retention Pay</b>	5	Medics		12	\$500	\$30,000	\$15,009	\$45,009
<b>Command/Support</b>								
Division Chief	0.2	Asst. Chief	7/1-6/30	12	\$6,999	\$16,798	\$8,404	\$25,201
Battalion Chief	0.4	Bat. Chief	7/1-6/30	12	\$5,643	\$27,086	\$13,551	\$40,638
Training Officer	0.2	Captain	7/1-6/30	12	\$4,432	\$10,637	\$5,322	\$15,958
Fire Protection Planning	0.2	Captain	7/1-6/30	12	\$4,432	\$10,637	\$5,322	\$15,958
<b>Totals for Safety Personnel</b>						<b><u>\$735,910</u></b>	<b><u>\$368,176</u></b>	<b><u>\$1,104,085</u></b>

**SUPPORT SERVICES**

							Benefits @ 45.04%	
Vehicle Ops	0.2	HEM	7/1-6/30	12	\$4,220	\$10,128	\$4,562	\$14,690
Clerical, Training	0.1	OA Typing	7/1-6/30	12	\$2,435	\$2,922	\$1,316	\$4,238
Clerical, Reception	0.2	OA Typing	7/1-6/30	12	\$2,435	\$5,844	\$2,632	\$8,476
Clerical, Personnel	0.1	OT	7/1-6/30	12	\$3,050	\$3,660	\$1,648	\$5,308
ECC Operator	0.4	Disp Clerk	7/1-6/30	12	\$3,147	\$15,106	\$6,804	\$21,909
<b>Totals for Misc. Personnel</b>						<b><u>\$37,660</u></b>	<b><u>\$16,962</u></b>	<b><u>\$54,621</u></b>

**Planned 1/2 Time Sch. A Personnel**

							Benefits @ 25.72%	
	0	Captain	7/1-6/30	13	\$1,568	\$0	\$0	\$0
	2	FC(P)	7/1-6/30	13	\$1,671	\$43,446	\$11,174	\$54,620
	3	FAE(P)	7/1-6/30	13	\$1,458	\$56,862	\$14,625	\$71,487
	4	Engineer	7/1-6/30	13	\$1,362	\$70,824	\$18,216	\$89,040
	2	FF II	7/1-6/30	13	\$1,194	\$31,044	\$7,985	\$39,029
	0.4	Bat. Chief	7/1-6/30	13	\$2,730	\$14,196	\$3,651	\$17,847
	0.4	Captain	7/1-6/30	13	\$1,568	\$8,154	\$2,097	\$10,251
<b>Totals for Safety Personnel</b>						<b><u>\$224,526</u></b>	<b><u>\$57,748</u></b>	<b><u>\$282,274</u></b>

				Benefits @			
				50.03%			
Longevity Pay		7/1-6/30	12	\$500	\$6,000	\$3,002	\$9,002
Educational Incentive	11	Perm. Emp. 7/1-6/30	12	\$75	\$9,900	\$4,953	\$14,853
					<u>\$15,900</u>		
Unplanned 1 1/2 Time				\$	40,361	\$	40,361
<b><u>TOTAL PERSONNEL EXPENSES</u></b>					<u>\$1,054,356</u>	<u>\$450,840</u>	<u>\$1,505,196</u>

**Subtotal Personal Services      \$1,505,196**

**OPERATING EXPENSES**

**Travel Expenses**

Subtotal Travel Expenses      \$6,000

	No.	Type	Mos.	Rate		Benefits @	Total
<b><u>Personal Care</u></b>						25.72%	
Uniform Allowance	11	Full-time wearers		\$830	\$9,130	\$2,348	\$11,478
Belmont FFS		Foodstuffs					\$3,210

Subtotal Personal Care      \$14,688

**Subtotal Op. Expenses      \$20,688**

Total Personal Services and Operating Expenses      \$1,525,884  
Administrative Charge      9.50%      \$144,959

**Grand Total Schedule A      \$1,670,843**

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

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

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This is Schedule B of Cooperative Agreement originally dated July 1, 2004, 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  

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
.5	IT Sevices

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
1	Forester I
1	Forestry Assistant II
0.5	Office Assistant



EXHIBIT E, SCHEDULE C

LOCAL AGENCY FUNDED RESOURCES

SAN MATEO COUNTY FIRE DEPARTMENT

Fiscal Year 2004 - 2005

Organization Number 35800

Account Number & Description

SERVICES AND SUPPLIES

<b>5121 Safety Clothing</b>		<b>\$26,000</b>
Turnouts (Replacement/New Personnel-All)	\$19,000	
Fire Helmets (Replacement/New Personnel-All)	\$3,000	
Turnout Boots (Replacement/New Personnel-All)	\$2,000	
Boot Allowance (Volunteer Companies)	\$2,000	
<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	\$8,000	
Supplies B.L.S. (Volunteer Companies)	\$4,000	
<b>5169 Immunizations ( All Personnel)</b>		<b>\$2,000</b>
<b>5171 Clinical Expenses (Volunteer Physicals)</b>		<b>\$2,000</b>
<b>5191 Outside Printing &amp; Copy Srv.</b>		<b>\$3,000</b>
<b>5193 General Office Supplies</b>		<b>\$4,000</b>
<b>5195 Subscriptions</b>		<b>\$3,600</b>
Fire Marshal's Office	\$2,000	
Administration	\$1,000	
Paid Companies	\$300	
Volunteer Companies	\$300	
<b>5196 Photo Copier Leases</b>		<b>\$18,500</b>
Station 21	\$1,000	
Station 18	\$5,000	
Station 57	\$1,500	
Station 58	\$1,500	
Station 59	\$1,500	
Training	\$8,000	
<b>5212 Computer Equipment &lt;\$3,000</b>		<b>\$6,571</b>
<b>5232 Professional Tools/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	\$500	
Training	\$750	
Chief's Associations	\$750	
C.S.F.A. (Volunteer Program)	\$6,000	
<b>5413 Motor Vehicle Equipment Maintenance</b>		<b>\$86,000</b>
<b>5424 Radio Maintenance</b>		<b>\$7,000</b>
Pager Repairs (Volunteers)	\$1,500	
Base Station Repairs (T.E.A. Contract)	\$1,000	
Mobile Installations, Repairs	\$1,000	
Control 1-D Repairs	\$1,000	
Z-Tron Repairs	\$1,000	
Replacement Supplies	\$1,000	
Microwave - Recurring	\$500	
<b>5428 Misc. Repairs, Equipment</b>		<b>\$27,000</b>
Breathing Apparatus Maintenance	\$6,500	
Fire Equipment (Miscellaneous)	\$6,000	
Mobile Equipment	\$6,000	
Shop Laundry	\$2,500	
Amkus Tool Maintenance	\$3,000	
Turnout Maintenance	\$3,000	
<b>5455 General Maintenance, Structures</b>		<b>\$30,000</b>
Point of Service	\$30,000	
<b>5517 Miscellaneous Rents and Leases</b>		<b>\$8,000</b>
Pitney Bowes Postage Meter	\$2,400	
Address Program - Fire Marshal	\$2,000	
Planning Dept. Area	\$3,600	
<b>5631 PG&amp;E</b>		<b>\$15,000</b>
Cordilleras	\$12,000	
Loma Mar	\$3,000	
<b>5632 Liquid Propane Gas</b>		<b>\$6,900</b>
Skylonda	\$3,500	
Pescadero	\$3,400	
<b>5634 Disposal</b>		<b>\$10,000</b>
Cordilleras	\$1,200	
Skylonda	\$3,200	
Belmont	\$3,200	
Pescadero	\$1,200	
Medical Waste (All Stations)	\$1,200	
<b>5635 Water</b>		<b>\$5,650</b>
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	
Comm Lines	\$6,600	
Z-Trons (234.271.8837)	\$ 2,200	
Control 1 (234.271.9274)	\$ 2,200	
Felton ECC (236.271.5654)	\$ 2,200 Printer	
Miscellaneous Repairs	\$1,000	
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>\$35,000</b>
Tuitions - All Personnel	\$3,000	
Paramedic C.E.	\$6,000	
Ben Lomond Training Center	\$5,000	
Instructors' Pay	\$2,000	
Career/VFF Classes	\$3,000	
Auto Extrication	\$2,500	
Swiftwater Team	\$3,000	
EMT Class Upgrade	\$4,000	
Materials and Supplies	\$3,000	
Training Conferences	\$1,000	
Hunter - Liggett Wildland Drill	\$1,500	
Volunteer \$1,500		
Live Fire C.D.F. / Modesto	\$1,000	
Volunteer \$1,000		
<b>5815 Contract-Fire Protection</b>		<b>\$5,090,923</b>
Personnel - Regular Pay - Extra Help	\$30,000	
(Volunteer Training Stipend)		
Professional Services (Sched. A)	\$4,876,643	
Contract-Critical Incident Stress	\$3,000	
Volunteer Length of Service Benefit	\$21,560	
Amador contract	\$159,720	
<b>5858 Other Professional Contract</b>		<b>\$0</b>
<b>5969 Other Special Departmental Expense</b>		<b>\$21,800</b>
Fire Hose, Replacement (All Companies)	\$17,000	
Breathing Apparatus Upgrade		
Protection & Planning	\$2,600	
Special Operations	\$2,200	

Services & Supplies Subtotal \$5,469,704

**OTHER CHARGES**

\$150,852

6265	Redwood City	\$0
	Belmont	\$4,050
	Cordilleras	\$1,700
	Skylonda	\$2,500
	Pescadero	\$2,500
	La Honda	\$2,500
	Loma Mar	\$500
	Kings Mtn.	\$2,500
	Burlingame	\$90,814
	South San Francisco	\$17,000
	Fire Net 6	\$25,788
	Paramedic Applications	\$1,000

6711 Radio Charges \$2,000

6712 ISD Telephone Charges (pagers) \$7,260

6713 ISD Charges \$1,000

6714 Facility Service Charges \$20,000

6717 Motor Vehicle Services \$11,000

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 \$229,537

**FIXED ASSETS**

7211 Fixed Assets-Structural improvements

7311 Fixed Assets-Equipment

Life Pak 12, Paramedic Equip., 2 ea.  
AutoPulse CPR Board, 2 ea.

**Fixed Assets Subtotal**

**GRAND TOTAL**           **\$5,699,241**

**Schedule "C" Total Only**           **\$608,318**

**San Mateo County Fire Department**  
**Fiscal Year 2004 - 2005**  
**County Service Area # 1**  
**Org. Number 35600**

**Services and Supplies**

5121	Clothing Supplies	\$10,000
5165	Other Medical/Dental/Lab Supplies	\$2,000
5196	Photo Copier Lease	\$8,000
5232	Other Special Tools/Equip.	\$1,200
5428	Misc. Repairs & Maint.	\$10,000
5641	Telephone Belmont Telephone	\$12,000
5733	Training Supplies	\$4,725
5815	Contract/Fire Prot.**(See Schedule A Detail)	<b>\$1,670,843</b>
5969	Other Special Dept. Expense	\$1,575
	Station 17 Furniture	\$4,500
	Reserve	\$5,000
	Fire Hose	\$15,000
	Explorer Post #955	\$1,000
6712	Telephone Service Charges	\$100
	Subtotal Operating	<b>\$1,745,943</b>

**FIXED ASSETS**

7311	Fixed Assets - Subtotal Equipment	<b>\$15,000</b>
	AutoPulse CPR Board	15,000
	<b>Total Operating and Personnel</b>	<b>\$1,760,943</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 2004 between the STATE and LOCAL AGENCY.

Original

Amendment for Fiscal Year

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.



EXHIBIT E, SCHEDULE DVEHICLE LIST

<u>CO #</u>	<u>LIC #</u>	<u>RADIO</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN #</u>	<u>LOCATION</u>	<u>Mileage</u>
COX4R	101591	E-117	1988	OTTAWA	FTH-1500	11VVB16V9JA000015	BELMONT S 17	53,633
COX6	369523	ME-18	1992	KME	FTH-1250	1K9AF4280PN058773	CORDILLERAS S18	64,341
COX07	1109074	ME-59	2001	HME	FTH-1250	44KFT4289WZ19502	PESCADERO S 59	2,830
COX10	462502	E-53	1984	INT/BK	FTH-1250	1HTLDTVN3EHA34858	HONOR CAMP	72,500
COX13	492790	BS-58	1988	DODGE	D-350	1B6MD3419JS665855	SKYLONDA S58	27,089
COX15	652589	WT-56	1975	INTNL	WT-2500	42740YB14510	KINGS MTN C56	22,342
COX16	1157587	T-1751	2003	FORD	4X4 WGN	1SMZU72K732B4436		
COX17	O18002	E-17	1995	SPARTN	FTH-1500	4S7AT9D05SC016110	BELMONT S 17	68,888
COX18	O33674	U-1737	1996	FORD	SEDAN	2FALP71W5TX108288	BELMONT S 17	129,381
COX19		T-1753	2001	CHEVY	4X4 PU	2GCEK19V011346866	JALBERT	
COX20R	293138	RES-17	1993	GMC	RESCUE	1GDKC34N2PJ502189	HALF MOON BAY	
COX21	293139	MED 56	1993	GMC	RESCUE	1GDKC34N7PJ502334	PESCADERO S 59	51,974
COX22	O17268	P-1722	1995	GMC	4X4 PU	1GTEK19H2SE535836	TOOKER S17	98,058
COX24	O43238	B-1711	1996	FORD	4X4 WGN	1FMEU15H3TLB85626	LANDUYT S17	90,926
COX25	O43237	B-1717	1996	FORD	4X4 WGN	1FMEU15H5TLB85627	RUST	86,931
COX28	990102	RES-56	1997	FORD	RESCUE	1FDLF47G9VEB54749	KINGS MTN C56	5,235
COX29	345165	PTL-56	1992	FORD	4X4 F250	2FDKF38G1NCA23633	KINGS MTN C56	7,200
COX31	492717	WT-57	1979	FORD	WT-3000	W90AVFE7996	LA HONDA C57	575,037
COX34	492699	WT-59	1979	FORD	WT-3000	W90AVEE79	SKYLONDA S58	184,382
COX36	293137	RES-57	1994	GMC	RESCUE	1GDKC34N7RJ501560	LA HONDA C57	10,974
COX37	107162	E-317	1990	INTNL	FTH-500	1HTSDZ3R8LH237744	BELMONT S 17	11,111
COX40	202782	E-57	1988	INTNL	FTH-500	1HTLDZ3NXKH601680	LA HONDA C57	15,075
COX41	NONE	NONE	1968	BAKER	FORKLIFT		BELMONT S 17	N/A
COX44	209201	E-55	1988	INTNL	FTH-1000	1HTLDZ3N7KH640274	LOMA MAR C55	11,090
COX45	346252	E-21	1990	FORD	FTH-1000	1FDYD80U5LVA23432	SAR SUMMIT S21	24,437
COX48	293095	NONE	1994	GMC	VAN	1GJHG39K3PF521279	FIRE SAFE	37,935
COX49	OO9958	NONE	1994	FORD	VAN	1FBJS31G3RHB83084	FIRE SAFE	54,456

COX50	O17240	ATK-54	1991	CHEVY	FST-ATK	1GBKC34NOMJ112082	MIDDLETON TRK	14,026
COX55	755024	E-257	1980	INTNL	FTH-250	1HTAR1829BHB13915	LA HONDA C57	82,575
COX56	988747	R-1731	1997	FORD	REPAIR	1FDKF37C5YEB5791	BELMONT S 17	56,032
COX57	1010109	ME-58	1997	PIERCE	FTH-1250	1FV6HLCB9WH915009	SKYLONDA S58	44,672
COX58	1010179	E-56	1997	PIERCE	FTH-1250	1FV6HLCB7WH919008	KINGS MTN C56	6,095
COX60	1013889	E-217	1998	PIERCE	FTH-1500	4P1CT02S6WA000825	BELMONT S 17	56,580
COX61	915168	NONE	1999	CARSON	TRAILER	4HXL0810XC014090	HONOR CAMP	N/A
COX62	1057894	B-1719	2001	DODGE	4X4 PU	3B7HF12Z71G189147	SO	40,753
COX63	1107709	P-57	2001	FORD	PU	1FTNX21L31ED80087	LA HONDA C57	3,756
COX64		D-1703	2002	FORD	SEDAN	2FAFP71W73X115644	SIMS	4,651
COX65				FORD				
OES	E959456	OES 262	1998	FRTLNR	FTH-	1FV6HLCB6XHA02968	CORDILLERAS S18	5,645

REVISED

5/9/2003

**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:   \_\_\_ VEHICLES       \_\_\_ 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 on 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) 376-5300.

Please complete and return this checklist with contract package.

Rev. 7/2003

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FL  
SANMA-1

DATE (MM/DD/YYYY)  
05/18/04

**PRODUCER**  
Brown & Brown of N. CA  
CA License #0D04053  
1 Hamilton Landing, Suite 160  
Novato CA 94949  
Phone: 415-884-7400 Fax: 415-884-7470

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ins. Co. of the State of Penn.	
INSURER B: Lexington Insurance Company	
INSURER C: Newmarket Underwriters Ins. Co	
INSURER D: Continental Casualty Company	
INSURER E:	

San Mateo County  
Priscilla Harris Morris  
455 County Center Fifth Floor  
Redwood City CA 94063-1663

**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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Public Entity Error/Omissions EXCESS OF \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	47041497	05/22/04	05/22/05	EACH OCCURRENCE \$ 4,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 4,750,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 4,750,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	47041497	05/22/04	05/22/05	COMBINED SINGLE LIMIT (Ea accident) \$ 4,750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ -0-	6500577	05/22/04	05/22/05	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	W-128585717C	05/22/04	05/22/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
<b>C EXCESS LIABILITY</b>	NU6500577	05/22/04	05/22/05	5,000,000 Ea Occ. 5,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is listed as an Additional Insured (Attached) with Special Operations of the San Mateo County Employee.

**CERTIFICATE HOLDER**

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

STATED BY

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brown & Brown of N. CA

*Katie O. Terry*

**Endorsement #**

**This endorsement, effective May 22, 2004 at 12:01 a.m.**

**Forms a part of policy no. 47041497**

**Issued to: County of San Mateo**

**By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES**

**ADDITIONAL INSURED ENDORSEMENT**

This policy is hereby amended as follows:

In consideration of an additional premium of \$ (included), SECTION IV, WHO IS AN INSURED is amended to include the following additional insureds:

Solely as respect to any person(s), entity(ies), or organization(s) scheduled below to whom the Named Insured is obligated by virtue of a written insured contract to provide insurance.

It is further agreed that the Limits of Insurance afforded to such scheduled person(s), entity(ies), or organization(s) will be limited to the Limits of Insurance which you agreed to provide or the Limits of Insurance of this Policy, whichever is less.

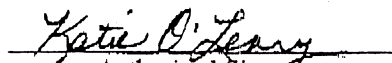
**SCHEDULE OF ADDITIONAL INSUREDS**

<u>ADDITIONAL INSURED</u>	<u>SPECIFIED CONTRACT</u>	<u>CONTRACT DATE</u>
State of California	Operations of the San Mateo County Employee	

It is further agreed that the Policy shall not be canceled until at least thirty (30) days after notice of such cancellation has been mailed to the above listed additional insured(s).

In the event that coverage is canceled for non-payment of premium, the additional insured(s) will be given ten (10) days written notice.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Signature

or countersignature (where applicable by law)

### 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 11.

By:

Priscilla H. Morse  
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 VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit Section 13.

By:

Priscilla H. Morse  
Signature

Priscilla H. Morse  
Printed Name

Risk Manager  
Title

### Waiver Request Memo

**Date:** 1/18/2005  
**To:** Pam Deal, County Manager's Office  
**From:** Virginia Diehl, Planning and Building  
**Subject:** Waiver Request

We are requesting a waiver and/or modification to the:

Equal Benefits Ordinance   
 Non-Discrimination Enforcement Language

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 \$7,405,624.

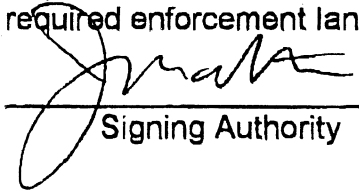
This waiver is necessary and in the best interest of the County for the following reason(s):

- 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

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

- Approved
- 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

1-18-05  
 \_\_\_\_\_  
 Date