



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

COUNTY MANAGER'S OFFICE

DATE: February 12, 2007
BOARD MEETING DATE: February 27, 2007
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Agreement with the California Department of Forestry and Fire Protection for Fire Protection Services

RECOMMENDATION:

Adopt a Resolution Authorizing execution of an Agreement with the California Department of Forestry and Fire Protection (CDF) to provide fire protection services for the term of July 1, 2006 to June 30, 2009 with contract in the amount for FY 2006-07 of \$7,099,554.

VISION ALIGNMENT:

Commitment: Ensuring health and safety for all.

Goal 7: Maintain and enhance the public safety of all residents and visitors.

The Agreement contributes to this commitment and goal by providing comprehensive fire and rescue services for the unincorporated lands of the County.

Performance Measure(s):

Measure	FY 2005-06 Actual	FY 2006-07 Projected
Percent of fire and EMS calls responded to within time criteria	92%	95%
Number of fire related deaths and injuries	0	0

BACKGROUND:

The County has maintained a contract with CDF for fire protection services in the unincorporated areas of the County not protected by cities or fire districts, and the County Service Area #1 (CSA #1) since 1962. In addition to fire and emergency medical services, CDF provides fire protection planning for new construction, fire prevention activities and life safety inspection in the County areas. CDF also oversees the operations of three volunteer fire companies.

DISCUSSION:

The proposed Agreement will provide for the continued, uninterrupted provision of fire protection services that have been contracted for since 1962. During the FY 2006-07 contract period, CDF will continue to focus on upgrading the existing infrastructure in the San Mateo County Fire Department.

CDF/County Fire staff will be working with the Public Works Department to prioritize and perform maintenance on the four County-owned fire stations. In addition, staff will work with the Planning and Building Division on the adoption of the California Uniform Fire Code and/or its adopted equivalent. Also, CDF will be working with Public Safety Communications and the fire departments and districts within the County to implement an enhanced Mutual Threat Zone policy and deployment plan.

The County and CDF will enter into a three-year agreement that will provide uninterrupted service while waiting for annual State costs estimates that are typically not received until the middle of the fiscal year. Fiscal adjustments will be presented annually for Board approval once received from the State. The County will be meeting with the volunteer fire departments to discuss draft MOU's outlining County, CDF and volunteer fire department responsibilities.

Because CDF contracts with multiple jurisdictions, CDF requires all contracting jurisdictions to sign the standard State-issued boilerplate contract without any addenda or changes. CDF does provide equal benefits to its employees and also follows a strict non-discrimination policy aligned with the County's non-discrimination language. However, a waiver request of equal benefits and non-discrimination language has been submitted and approved by the County Manager's Office since the boilerplate contract lacks the County's enforcement language. County Counsel has reviewed and approved the Resolution and Agreement as to form.

FISCAL IMPACT:

The total amount of the contract for FY 2006-07 is \$7,099,554, an increase of \$420,046 or 6.2% from FY 2005-06, and covers personnel costs, administrative fees, supplies and fixed asset costs. The majority of the contract (\$5,675,526) is financed through the Fire Protection Fund that receives monies from property tax levied on all properties within the County, but outside of cities and fire districts. The remainder (\$1,424,028) is financed by the County Service Area #1 fund. The General Fund has subsidized Fire Protection Services in FY 2006-07 with \$536,000 and is expected to offset an additional year-end shortfall of \$450,000.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND THE CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION FOR FIRE PROTECTION AND PREVENTION
SERVICES**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the California Department of Forestry and Fire Protection (CDF) will provide fire protection services for the County; and

WHEREAS, both parties now wish to enter into an Agreement, to provide fire protection services for the period of July 1, 2006 to June 30, 2009 for a FY 2006-07 obligation of \$7,099,554 with FY 2007-08 and FY 2008-09 costs subject to annual Board approval; and

WHEREAS, the Unit Chief (Ranger-in-Charge) of the San Mateo/Santa Cruz Ranger Unit of CDF has been appointed the Fire Warden per County ordinance; and

WHEREAS, this Board has been presented with a form of said Agreement and said Board has examined and approved same as to both form and content and desires to enter into same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors is hereby authorized and directed to execute said Agreement for and on the behalf of the County of San Mateo, and the Clerk of this Board shall attest to the President's signature thereto.

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

1CA66687

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

San Mateo County

2. FEDERAL I.D. NUMBER

NA

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)

Forestry and Fire Protection

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

\$ 7,099,554

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

From

TERM

Through

TOTAL COST OF
THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

07-01-06

06-31-09

\$ 7,099,554

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL \$ 7,099,554

(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? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A		22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> 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? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i> _____	SMALL BUSINESS REFERENCE NUMBER _____
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? <i>(If YES, provide justification)</i> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES The Local Agency, San Mateo County, requests a multiple year contract to facilitate fiscal and administrative issues.	

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

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

AGREEMENT NUMBER

1CA66687

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection

LOCAL AGENCY'S NAME

San Mateo County

2. The term of this Agreement is: July 1, 2006 through June 30, 2009

3. The maximum amount of this Agreement is: \$ 7,099,554 for Fiscal Year 2006-07 per Exhibit B, 1a. Subsequent fiscal Years to be approved by both parties.

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 - Include Page 1 (Signature page) and Page 2 (Contact page) in page count.	pages	6
Exhibit B – Budget Detail and Payment Provisions	pages	2
Exhibit C – General Terms and Conditions	pages	5
Exhibit D – Additional Provisions	pages	1
Exhibit E – Description of Other Services	pages	3

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

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

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ken McLean, Deputy Director, Chief of Fire Protection

ADDRESS 1416 9th Street, Sacramento, CA 94244-2460

California
Department of General Services
Use Only

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

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: Reyna Farrales
Phone: (831) 335-6700	Phone: (650) 363-4130
Fax: (831) 335-4053	Fax: (650) 363-1916

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: County Manager's Office
Attention: Administrative Officer	Attention: Reyna Farrales, Deputy Co. Manager
Address: 6059 Highway 9, Felton, CA 95018	Address: 400 County Center, Redwood City 94063
Phone: (831) 335-6702	Phone: (650) 363-4130
Fax: (831) 335-4053	Fax: (650) 363-1916

Send an additional copy of all correspondence to:

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

AUTHORIZATION

As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
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.

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. Wherein Exhibit D, Schedule C, LOCAL AGENCY employees, are included as part of this agreement, the 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.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

[] 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CDF Fire/Emergency Command Center (ECC). CDF will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CDF ECC is staffed with a Battalion Chief, three or more Fire Captains and Dispatch Clerks to provide 7/24 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CDF uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

[X] 4) Fire Code Inspection, Prevention and Enforcement Services: CDF has staff Fire Inspectors serving under the direction of the County Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CDF Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CDF's POST certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

[X] 5) Land Use/ Pre-Fire Planning Services – CDF staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

[X] 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

[X] 7) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

[X] 8) Extended Fire Protection Service Availability (Amador)

2. 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 D, 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.
- 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 D, Schedules A, B and C included hereto and made a part of this agreement.

- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, 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 D, 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.

3. 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, at 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 representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at 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 directed 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.

5. 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.

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 D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

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 D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

- B. Dollar amounts may be adjusted between categories up to ten percent without Agency approval.

- C. 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.
- D. 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 D, 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 D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.
- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

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

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. AMENDMENT: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

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 Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. 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 as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it 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

3. Extension and Renewal of Agreement:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, 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.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. 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.
4. AUDIT: STATE and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. INDEMNIFICATION: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under Exhibit D, Schedules A, B and C of this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement.
6. 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 STATE's Region Chief when, upon determination by the designated STATE representative, 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. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less.

Disputes that are not resolved informally by LOCAL AGENCY and STATE's representatives may be resolved, by mutual agreement of the parties, through arbitration. If arbitration is not agreed upon or is unsuccessful, venue for litigation will be the trial court in the County in which the LOCAL AGENCY exists.

7. TERMINATION FOR CAUSE/CANCELLATION: 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. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party.
8. TIMELINESS: Time is of the essence in the performance of this agreement.
9. COMPENSATION: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
10. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
11. SEVERABILITY PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable by the final decision of a court of competent jurisdiction, the parties agree that all other provisions of this agreement shall continue in full force and effect and shall not be affected thereby.
12. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

☒ **The following does not apply to this AGREEMENT** (only STATE employees are included in this agreement).

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.

13. LIABILITY INSURANCE

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide completed Exhibit D, Schedule E or certificate of insurance, executed by a duly authorized

officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. 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 \$5,000,000 combined single limit per occurrence.
- B. The Department of Forestry and Fire Protection, State of California, its officers, agents, servants, and employees are included as additional insured.
- C. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

14. WORKERS COMPENSATION – (only applies where local government employees/volunteers are supervised by CDF, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

[] The following does not apply to Local Agency (only STATE employees are included in 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 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 /LOCAL AGENCY 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 1.

15. VEHICLES

[] The following does not apply to LOCAL AGENCY. (LOCAL AGENCY owned vehicle use is not included as part of this agreement).

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, 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 maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE 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 D, Schedule D.

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

- E. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 5 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 C, Section 5, 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

- 16. 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 any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.
- 17. 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 D
ADDITIONAL PROVISIONS

Schedules

The following Schedules are included as part of this agreement (check boxes that apply):

- ☒ **A. Fiscal Display, PRC-4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services.
- ☒ **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.
- ☐ **E. Certification of Self Insurance** - (Provider Insurance Certification addressed under additional documentation below) and/or proof of Self-insurance for:
 - ☒ Workers' Compensation Benefits (State and Local Government Employees)
 - ☒ Tort Liability
 - ☒ Vehicle Liability

The additional documentation listed below is required by CDF. **Do not include these documents in the page counts on the STD 213 form.**

- ☒ 1) CDF Review Certification Memo (signatures)
- ☒ 2) Routing Checklist
- ☒ 3) LOCAL AGENCY Governing Board Resolution or Minutes (**provide 2 copies**)
- ☒ 4) Provider Insurance Certification (**provide 2 copies**) – Certificate must include the language: *"CDF/State of California and its officers, agents, servants and employees are included as additional insured"*.
- ☒ 5) Fiscal Sheet - Exhibit E, Schedule A (**provide 4 extra copies**)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

Service Description
California Department of Forestry and Fire Protection and the
San Mateo County Fire Department
(as provided by Section 3 of Agreement)

The County of San Mateo contracts with the California Department of Forestry and Fire Protection (CDF) to provide administrative and operational management of the San Mateo County Fire Department (County Fire). By resolution and or ordinance, the CDF Unit Chief is designated the County Fire Warden/County Fire Marshal. The responsibilities of CDF as County Fire Warden/Marshal include, but are not limited to, the delivery of fire protection, emergency medical, fire prevention, and other duties associated with a full service fire department. This program is consistent with the statutes and CDF statewide policies of developing cooperative fire protection programs with local government.

Scope of Services

CDF shall provide the following Fire Services to include but not be limited to the following:

FINANCIAL: Continue to provide an acceptable level of service by operating County Fire in a cost effective and efficient manner.

- Compare revenue with cost of service. Advise if level of service issues arise.
- Monitor the budget throughout the year in coordination with County staff.
- Coordinate with staff for the timely processing of County invoices and purchase orders. Assist with the year-end closing responsibilities as required.

MANAGEMENT: Provide a coordinated management program in order to effectively serve the needs of County Fire.

VOLUNTEERS: Coordinate and train an effective force of volunteer firefighters through improved communications, working relationships, and benefits.

JURISDICTION: Maintain an effective fire and emergency response.

- Foster relationships with cooperators.
- Attend all applicable meetings with cooperators and the public.

FACILITIES: Establish and maintain an effective inventory of facilities to serve the needs of the Department.

- Coordinate with County staff on facility maintenance issues.

VEHICLES & EQUIPMENT: Operate a comprehensive vehicle and equipment program addressing maintenance, repairs, and future purchases at level commensurate to CDF standards.

FIRE PREVENTION: Provide a comprehensive fire prevention program. CDF will provide public education, fire prevention engineering, investigation/enforcement and PRC-4290/4291 vegetation clearance services related to its wildland fire obligations in State Responsibility Areas. The County, as part of this Agreement, will reimburse CDF for the needed personnel and equipment to provide application approval and inspections of property development (Fire Marshal's office duties).

TRAINING: Ensure that all personnel are provided with sufficient training to carry out their duties and responsibilities and are afforded opportunities to develop skills and abilities beyond the minimum requirements of the Department.

DISPATCH SERVICES: Provide for efficient and timely dispatch of emergency response providers.

- Public Safety Communications (PSC) is responsible for the timely and coordinated dispatching of County Fire resources. The average total call processing time from receipt of 911 call to dispatch of resources should not exceed the established time frames in the County's Adopted Budget.

FIRE SUPPRESSION: Provide a high level of structural fire suppression services within the resources available to the Department.

- CDF is responsible for providing fire suppression services, with the objective to confine all structure fires to the building of origin with no loss of life. Tasks associated with this are directed at maximizing effectiveness of fire crews, improving fire safety for residents, and ensuring compliance with new and existing regulations.

EMERGENCY MEDICAL SERVICES: CDF/County Fire responds to EMS calls and provides a level of pre-hospital emergency medical services commensurate with the existing Advanced Life Support (ALS) Agreement with American Medical Response.

- Maintain adequate numbers of trained paramedics for ALS response.
- Train non-paramedic personnel to the Emergency Medical Technician 1 level.

DISASTER PREPAREDNESS: Ensure that the Department's abilities to respond to major emergencies and disasters are maintained at an effective level.

PERFORMANCE MEASURES: Report data and explanations quarterly by their designated due dates for the following performance measures and targets as specified in the County Adopted Budget:

- Number of calls responded to (fire related incidents vs. other incidents)
- Number of plans reviewed and checked

- Percent of fire and emergency medical service calls responded to within time criteria established by County Emergency Medical Services
- Percent of plan reviews completed within 10 working days of submittal of all required documents
- Number of fire related deaths and injuries
- Percent of customer survey respondents rating Fire Protection services good or better (reported annually)
- Number of calls responded to (fire related incidents vs. other incidents) for County Service Area #1
- Percent of fire and emergency medical service calls responded to within time criteria established by County Emergency Medical Services for County Service Area #1
- Percent of customer survey respondents rating Fire Protection services good or better for County Service Area #1 (reported annually)

EXHIBIT D, SCHEDULE A

FISCAL DISPLAY

PRC 4142 & 4144

NAME OF LOCAL AGENCY

San Mateo County

Index 1700

PCA 17710, 17711, 17730

Fiscal Year 06-07

This is Schedule A of Cooperative Agreement originally dated July 1, 2006, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

See Attached Fiscal Sheets

SAN MATEO COUNTY
Fiscal Year 2006-2007
INDEX
1700**PCA****17710**

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2006
 BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 AND SAN MATEO COUNTY, A LOCAL AGENCY

X Original**PERSONAL SERVICES****Fire Control &****Emergency Services****(Safety Personnel)**

	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
							51.98%	
Belmont FFS	1	Captain	7/1-6/30	12	\$4,223	\$50,676	\$26,341	\$77,017
	1	FC Pmedic	7/1-6/30	12	\$4,502	\$54,024	\$28,082	\$82,106
	2	FAE Pmedic	7/1-6/30	12	\$4,118	\$98,832	\$51,373	\$150,205
	3	Engineer	7/1-6/30	12	\$3,849	\$138,564	\$72,026	\$210,590
	1	FF II (P)	7/1-6/30	12	\$3,473	\$41,676	\$21,663	\$63,339
	0	FF II (P) 904	7/1-6/30	12	\$3,473	\$0	\$0	\$0
Skylonda FFS	2	Captain	7/1-6/30	12	\$4,223	\$101,352	\$52,683	\$154,035
	3	FAE Pmedic	7/1-6/30	12	\$4,118	\$148,248	\$77,059	\$225,307
	2	Engineer	7/1-6/30	12	\$3,849	\$92,376	\$48,017	\$140,393
	1	FF II Pmedic	7/1-6/30	12	\$3,473	\$41,676	\$21,663	\$63,339
Cordilleras FFS	2	Captain	7/1-6/30	12	\$4,223	\$101,352	\$52,683	\$154,035
	4	FAE Pmedic	7/1-6/30	12	\$4,118	\$197,664	\$102,746	\$300,410
	1	Engineer	7/1-6/30	12	\$3,849	\$46,188	\$24,009	\$70,197
	0	Eng. LT(904)	7/1-6/30	12	\$3,849	\$0	\$0	\$0
	2	FF II	7/1-6/30	12	\$3,215	\$77,160	\$40,108	\$117,268
Pescadero FFS	1	FC Pmedic	7/1-6/30	12	\$4,502	\$54,024	\$28,082	\$82,106
	1	Captain	7/1-6/30	12	\$4,223	\$50,676	\$26,341	\$77,017
	3	FAE Pmedic	7/1-6/30	12	\$4,118	\$148,248	\$77,059	\$225,307
	1	Engineer	7/1-6/30	12	\$3,849	\$46,188	\$24,009	\$70,197
	1	FF II	7/1-6/30	12	\$3,215	\$38,580	\$20,054	\$58,634

Command/Support

Division Chief	0.8	Asst. Chief	7/1-6/30	12	\$7,312	\$70,195	\$36,487	\$106,683
Battalion Chief	2.4	Bat. Chief	7/1-6/30	12	\$5,373	\$154,742	\$80,435	\$235,177
Paramedic Coor.	0.8	Captain	7/1-6/30	12	\$4,502	\$43,219	\$22,465	\$65,685
Training Officer	0.8	Captain	7/1-6/30	12	\$4,223	\$40,541	\$21,073	\$61,614
Fire Protection Planning	0.8	Captain	7/1-6/30	12	\$4,223	\$40,541	\$21,073	\$61,614
Fire Protection Planning	0.8	Engineer	7/1-6/30	12	\$3,849	\$36,950	\$19,207	\$56,157
Pmedic Retention pay	17			12	\$500	\$102,000	\$53,020	\$155,020

Totals for Safety Personnel **\$2,015,693** **\$1,047,757** **\$3,063,450**

Support Services**(Non-Safety Personnel)**

	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits @	Total
							46.47%	
Vehicle Ops	0.8	HEM	7/1-6/30	12	\$4,220	\$40,512	\$18,826	\$59,338
Clerical, Training	0.4	Office Tech	7/1-6/30	12	\$2,906	\$13,949	\$6,482	\$20,431
Clerical, reception	0.8	OA, Typing	7/1-6/30	12	\$2,319	\$22,262	\$10,345	\$32,608
Clerical, Personnel	0.4	Office Tech	7/1-6/30	12	\$2,906	\$13,949	\$6,482	\$20,431
ECC Operator	0.8	Disp Clerk	7/1-6/30	12	\$2,997	\$28,771	\$13,370	\$42,141
Totals for Misc. Personnel						\$119,443	\$55,505	\$174,948

FLSA Compensation

							Benefits @	
							27.84%	
Sch. A Personnel	1.6	Bat.Chief(84)	11/1-6/30	13	\$3,566	\$74,173	\$20,650	\$94,823
	0.8	Bat.Chief(72)	11/1-6/30	13	\$2,063	\$21,455	\$5,973	\$27,428
	2.8	FC Pmedic	11/1-6/30	13	\$2,220	\$80,808	\$22,497	\$103,305

SCHEDULE A-PRC 4142

7.6	Captain	11/1-6/30	13	\$2,084	\$205,899	\$57,322	\$263,222
12	FAE Pmedic	11/1-6/30	13	\$1,937	\$302,172	\$84,125	\$386,297
7.8	FAE	11/1-6/30	13	\$1,810	\$183,534	\$51,096	\$234,630
2	FF II Pmedic	11/1-6/30	13	\$1,713	\$44,538	\$12,399	\$56,937
3	FF II	11/1-6/30	13	\$1,585	\$61,815	\$17,209	\$79,024

Calculated with 5% Longevity and Education Pay

Total Planned Overtime	\$974,394	\$271,271	\$1,245,666
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Benefits @
51.98%

Longevity Pay			7/1-6/30	12	\$2,500	\$30,000	\$15,594	\$45,594
Educational Incentive	18	Perm. Emp.	7/1-6/30	12	\$75	\$16,200	\$8,421	\$24,621

Total Longevity/Ed. Pay	\$46,200	\$24,015	\$70,215
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Extended Duty Pay								
Division Chief (Sch A)	0.8	Asst. Chief	7/1-6/30	10	\$766	\$7,660	\$3,982	\$11,642
Division Chief (Sch A)	0.8	Asst. Chief	7/1-6/31	2	\$1,149	\$2,298	\$1,195	\$3,493

Total Extended Duty Pay	\$9,958	\$5,176	\$15,134
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Benefits @
46.47%

Dispatch Clerk Night Differential Rate								
0.50 per hour	1	Disp. Clerk	7/1-6/30	12	\$87	\$1,044	\$485	\$1,529

Total Dispatch Differential	\$1,044	\$485	\$1,529
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Benefits @
1.45%

Unplanned Overtime						\$449,729	\$6,521	\$456,250
Asst. Chief Recruitment and Retention Differential	0.8	12			\$1,851	\$17,770	\$258	\$18,027

Totals	\$3,634,231	\$1,410,989	\$5,045,219
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SCHEDULE A-PRC 4142

Subtotal Pers. Services **\$5,045,219**

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
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.	3	Base Station	7	\$60.60	Contractual	\$1,273
County Radio Maint	37	mobile	12	\$486.55	Contractual	\$5,839
	33	handie talkie	12	\$242.55	Contractual	\$2,911

Subtotal Communications \$26,654

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

Subtotal Travel \$9,600

<u>Facilities</u>	Belmont	Supplies/maintenance	\$1,000
	Skylonda	Supplies/maintenance	\$1,000
	Cordilleras	Supplies/maintenance	\$1,000
	Pescadero	Supplies/maintenance	\$1,000

Subtotal Facilities \$4,000

<u>Utilities</u>						
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

			<u>Months</u>		<u>Benefits @</u>	
Uniform Allowance	40	Full-time wearers*		\$830	27.84%	\$42,443
Uniform Allowance	2	Seasonal (2/12 mon)	12	\$70	\$9,243	\$2,148
					\$468	

*Includes 2 non-sup. BC

SCHEDULE A-PRC 4142

				Benefits @		
				0.00%		
Uniform Allowance	1	HEM	\$450	\$450	\$0	\$450
Uniform Allowance	2	Disp Clrk	\$450	\$900	\$0	\$900
Prot. Clothing Allowance	1	HEM Prot. Clothing	12 \$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
Laundry		All Stations				\$1,470
Safety Gear		All Stations (Service Centers)				\$2,000
Subtotal Personal Care						\$57,722
Vehicles						
County Owned	43	Engines and Support Vehicles	Actual Expense			\$0
State owned	1	Engines	0 \$350			\$0
State owned	3	Pickups	0 \$0.31			\$0
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
Subtotal Operating Expenses						\$130,293
Total Personal Service and Operating Expense						\$5,175,513
Administrative Charge				9.92%		\$513,411
Subtotal Schedule A						\$5,688,924
Facility Operations - Contractual						
Rent - Buildings & Grounds Non-State Owned Credit						(\$18,000)
Grand Total Schedule A						\$5,670,924
Total PM=	372					
PY=	31.0					

15-Dec-06 :Date Run

SCHEDULE A-PRC 4144

17711

PERSONAL SERVICES

15-Dec-06 RUN DATE

**THIS IS A SCHEDULE A-4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2008
BETWEEN THE STATE OF 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 @ 51.98%	Total
Belmont FFS	0	Captain	7/1-6/30	0	\$4,223	\$0	\$0	\$0
Salaries	1	FC(P)	7/1-6/30	12	\$4,502	\$54,024	\$28,082	\$82,106
	3	FAE(P)	7/1-6/30	12	\$4,118	\$148,248	\$77,059	\$225,307
	3	Engineer	7/1-6/30	12	\$3,849	\$138,564	\$72,026	\$210,590
	2	FF II	7/1-6/30	12	\$3,215	\$77,160	\$40,108	\$117,268

Command/Support

Division Chief	0.2	Asst. Chief	7/1-6/30	12	\$7,312	\$17,549	\$9,122	\$26,671
Battalion Chief	0.6	Bat. Chief	7/1-6/30	12	\$5,373	\$38,686	\$20,109	\$58,794
Paramedic Coord.	0.2	Captain	7/1-6/30	12	\$4,502	\$10,805	\$5,616	\$16,421
Training Officer	0.2	Captain	7/1-6/30	12	\$4,223	\$10,135	\$5,268	\$15,403
Fire Protection Planning	0.2	Captain	7/1-6/30	12	\$4,223	\$10,135	\$5,268	\$15,403
Fire Protection Planning	0.2	Engineer	7/1-6/30	12	\$3,849	\$9,238	\$4,802	\$14,039

Totals for Safety Personnel	\$538,543	\$279,935	\$818,478
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Benefits @ 46.47%

Vehicle Ops	0.2	HEM	7/1-6/30	12	\$4,220	\$10,128	\$4,706	\$14,834
Clerical, Training	0.1	Office Tech.	7/1-6/30	12	\$2,906	\$3,487	\$1,621	\$5,108
Clerical, Reception	0.2	OA, Typing	7/1-6/30	12	\$2,319	\$5,566	\$2,586	\$8,152
Clerical, Personnel	0.1	Office Tech.	7/1-6/30	12	\$2,906	\$3,487	\$1,621	\$5,108
ECC Operator	0.2	Disp Clerk	7/1-6/30	12	\$2,997	\$7,193	\$3,342	\$10,535

Totals for Misc. Personnel	\$29,861	\$13,876	\$43,737
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**Benefits @
27.84%**

Sch. A Personnel

0.4	Captain	11/1-6/30	13	\$2,084	\$10,837	\$3,017	\$13,854
1.2	FC(P)	11/1-6/30	13	\$2,220	\$34,632	\$9,642	\$44,274
3	FAE(P)	11/1-6/30	13	\$1,937	\$75,543	\$21,031	\$96,574
3.2	Engineer	11/1-6/30	13	\$1,810	\$75,296	\$20,962	\$96,258
2	FF II	11/1-6/30	13	\$1,586	\$41,236	\$11,480	\$52,716
0.6	Bat. Chief	11/1-6/30	13	\$3,566	\$27,815	\$7,744	\$35,558

Calculated with 5% Longevity and Education Pay

Totals for Safety Personnel	\$265,359	\$73,876	<u>\$339,234</u>
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Benefits @ 51.98%

Longevity Pay			7/1-6/30	12	\$500	\$6,000	\$3,119	\$9,119
Educational Incentive	5	Perm. Emp.	7/1-6/30	12	\$75	<u>\$4,500</u>	<u>\$2,339</u>	<u>\$6,839</u>
						\$10,500		

SCHEDULE A-PRC 4142

Extended Duty Pay	0.2	Asst. Chief	7/1-6/31	10	\$766	\$7,660	\$3,982	\$11,642
Extended Duty Pay	0.2	Asst. Chief	7/1-6/32	2	\$1,149	\$2,298	\$1,195	\$3,493

Benefits @
1.45%

Unplanned Overtime						\$	48,097	\$697	\$	48,794
Asst. Chief Recruitment and Retention Differential	0.2		12		\$1,851		\$4,442	\$64		\$4,507

<u>TOTAL PERSONNEL EXPENSES</u>						\$906,760	\$381,162	\$1,285,843
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<u>Subtotal Personal Services</u>								\$1,285,843
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OPERATING EXPENSES**Travel Expenses**

Subtotal Travel Expenses								\$1,000
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<u>Personal Care</u>	No.	Type	Mos.	Rate		Benefits @	Total
						27.84%	
Uniform Allowance	9	Full-time wearers		\$830	\$7,470	\$2,080	\$9,550
Belmont FFS		Foodstuffs					\$1,200

Subtotal Personal Care							\$8,670
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<u>Subtotal Op. Expenses</u>							\$9,670
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Total Personal Services and Operating Expenses							\$1,295,513
Administrative Charge						9.92%	\$128,515

Grand Total Schedule A							\$1,424,028
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EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY **San Mateo County**

This is Schedule B of Cooperative Agreement originally dated July 1, 2006, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

Fiscal Year 06-07

1	Unit Chief
2	Division Chiefs
4	Battalion Chiefs
1	Battalion Chief-Training
1	Battalion Chief-Prevention
1	Battalion Chief-Dispatch
4	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	Skylanda		

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

Contractor:
Contract No.:

EXHIBIT D, SCHEDULE C

LOCAL FUNDED RESOURCES

NAME OF LOCAL AGENCY San Mateo County

This is Schedule C of Cooperative Agreement originally dated July 1, 2006, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

Fiscal Year 06-07

See Attached Fiscal Sheets

SCHEDULE C**SAN MATEO COUNTY FIRE DEPARTMENT
Fiscal Year 2006- 2007****Organization Number 35800
Account Number & Description****SERVICES AND SUPPLIES**

4512 Workers Compensation		\$1,552.00
5121 Safety Clothing		\$20,000
Turnouts (Replacement/New Personnel-All)	\$13,000	
Fire Helmets (Replacement/New Personnel-All)	\$3,000	
Turnout Boots (Replacement/New Personnel-All)	\$2,000	
Boot Allowance (Volunteer Companies)	\$2,000	
5162 Photo Supplies - Fire Marshal		\$0
5165 Medical/Dental Supplies		\$8,000
Supplies A.L.S. Companies	\$4,000	
Supplies B.L.S. (Volunteer Companies)	\$4,000	
5169 Immunizations (All Personnel)		\$500
5171 Clinical Expenses (Volunteer Physicals)		\$1,000
5191 Outside Printing & Copy Srv.		\$500
5193 General Office Supplies		\$4,500
5195 Subscriptions		\$1,600
Fire Marshal's Office	\$500	
Administration	\$500	
Paid Companies	\$300	
Volunteer Companies	\$300	
5196 Photo Copier Leases		\$10,500
Station 21	\$1,000	
Station 18	\$1,000	
Station 57	\$1,500	
Station 58	\$1,000	
Station 59	\$1,000	
Training	\$5,000	
5212 Computer Equipment <\$3,000		\$5,000
5232 Professional Tools/Equipment (All Companies)		\$4,000
5234 Office Furniture/Equipment		\$2,000
5332 Professional Organizations		\$2,000
Fire Marshal	\$500	
Training	\$750	
Chief's Associations	\$750	
5413 Motor Vehicle Equipment Maintenance		\$90,000
5416 Fuel & Lubrication		\$30,000

5424 Radio Maintenance		\$20,600
Pager Repairs (Volunteers)	\$1,500	
Base Station Repairs (T.E.A. Contract)	\$12,000	
Mobile Installations, Repairs	\$3,600	
Control 1-D Repairs	\$1,000	
Z-Tron Repairs	\$1,000	
Replacement Supplies	\$1,000	
Microwave - Recurring	\$500	
5428 Misc. Repairs, Equipment		\$29,000
Breathing Apparatus Maintenance	\$6,500	
Fire Equipment (Miscellaneous)	\$6,000	
Mobile Equipment	\$6,000	
Shop Laundry	\$4,500	
Amkus Tool Maintenance	\$3,000	
Turnout Maintenance	\$3,000	
5455 General Maintenance, Structures		\$33,000
Point of Service	\$30,000	
5517 Miscellaneous Rents and Leases		\$12,382
NEO Post Postage Meter	\$2,500	
Address Program - Fire Marshal	\$2,000	
Planning Dept. Area	\$4,882	
CSG Consultants	\$3,000	
5631 PG&E		\$15,000
Cordilleras	\$12,000	
Loma Mar	\$3,000	
5632 Liquid Propane Gas		\$6,900
Skylonda	\$3,500	
Pescadero	\$3,400	
5634 Disposal		\$10,000
Cordilleras	\$1,200	
Skylonda	\$3,200	
Belmont	\$3,200	
Pescadero	\$1,200	
Medical Waste (All Stations)	\$2,000	
5635 Water		\$5,650
Belmont	\$1,150	
Pescadero	\$1,500	
Skylonda	\$2,000	
Cordilleras	\$1,000	
5641 Telephone		\$37,560
Belmont Station	\$1,000	
Cordilleras	\$4,800	
Loma Mar (Volunteer)	\$360	
Creative Interconnect	\$7,800	
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	
Comcast	\$10,000	

5724 Travel-Business		\$2,000
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5733 Training & Education		\$34,470
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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	\$970
Volunteer \$1,500	
Live Fire C.D.F. / Modesto	\$1,000
Volunteer \$1,000	

5815 Contract-Fire Protection		\$5,732,886
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Personnel - Regular Pay - Extra Help	\$30,000
(Volunteer Training Stipend)	
Professional Services (Sched. A)	\$5,670,924
Contract-Critical Incident Stress	\$3,000
Volunteer Length of Service Benefit	\$21,560
Amador contract	\$4,602
Volunteer Insurance	\$2,800

5969 Other Special Departmental Expenses		\$28,484
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Fire Hose, Replacement (All Companies)	\$17,000
Breathing Apparatus Upgrade	
Protection & Planning	\$2,600
Special Operations	\$2,200
ESA Admin Costs	\$6,684

Services & Supplies Subtotal		\$6,149,084
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OTHER CHARGES		\$75,123
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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	\$0
	South San Francisco	\$20,404
	Fire Net 6	\$37,469
	Paramedic Applications	\$1,000

6711 Radio Charges	\$1,848
6712 ISD Telephone Charges (pagers)	\$8,850
6713 ISD Charges	\$285
6714 Facility Service Charges	\$21,392
6717 Motor Vehicle Services	\$15,500
6724 Auto Liability	\$24,302
Volunteer Owned Vehicles	
County Owned Vehicles	
6725 General Liability (Volunteers)	\$38,975
6728 Property Insurance	\$14,276

Other Charges Subtotal	\$200,551
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FIXED ASSETS

7211 Fixed Assets-Structural improvements

7311 Fixed Assets-Equipment	
2 LifePaks	\$27,500

Fixed Assets Subtotal	\$55,000
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GRAND TOTAL	\$6,404,635
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Schedule "C" Total Only	\$671,749
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San Mateo County Fire Department
Fiscal Year 2006 - 2007
County Service Area # 1
Org. Number 35600

Services and Supplies

5121	Clothing Supplies	\$5,000
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.	\$32,000
5641	Telephone Belmont Telephone	\$12,000
5733	Training Supplies	\$4,725
5815	Contract/Fire Prot.** (See Schedule A Detail)	\$1,424,028
5872	In House Admin Charges	\$32,481
5969	Other Special Dept. Expense	\$1,575
	Station 17 Furniture	\$1,000
	Reserve	\$5,000
	Fire Hose	\$5,000
	Explorer Post #955	\$500
	Highlands Emergency Action Team	\$10,000
	ESA Admin Costs	\$3,500
6712	Telephone Service Charges	\$100
6713	ISD	\$53
	Subtotal Operating	\$1,548,162

FIXED ASSETS

7311	Fixed Assets - Subtotal Equipment	\$0
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	Total Operating and Personnel	\$1,548,162
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EXHIBIT D, SCHEDULE D (page one)

**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**

NAME OF LOCAL AGENCY _____

This is Schedule D of Cooperative Agreement originally dated July 1, 20____, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

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.

EXHIBIT D, SCHEDULE D (page two)

**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**

- (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>	<u>Type</u>	<u>License Number</u>
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See Attached List – All Vehicles are at Actual Cost

SAN MATEO VEHICLE LIST

CO #	LIC #	RADIO	YEARMAKE	MODEL	VIN #	LOCATION	Mileage
COX4R	101591	E-117	1988 BECK	FTH-1500		Belmont	59,884
COX06	369523	R-117	1992 KME	FTH-1250	1K9AF4280PN058773	Cordilleras S18	97,365
COX07	1109074	ME-59	2001 HME	FTH-1250	44KFT4289WZ19502	Pescadero S 59	27,424
COX10	462502	E-53	1984 INT/BK	FTH-1250	1HTLDTVN3EHA34858	Training	72,500
COX13	492790	BS-58	1988 DODGE	D-350	1B6MD3419JS665855	Skylonda S58	33,422
COX15	652589	WT-56	1975 INTNL	WT-2500	42740YB14510	Kings Mtn C56	22,342
COX16	1157587	T-1751	2003 FORD	4X4 WGN	1SMZU72K732B4436	Norton	43,186
COX17	O18002	E-17	1995 SPARTN	FTH-1500	4S7AT9D05SC016110	Belmont S 17	112,393
COX18	1179159	D-1703	2002 FORD	SEDAN	2FAFP71W73X115644	Sims	33,929
COX19	1133344	T-1753	2001 CHEVY	4X4 PU	2GCEK19V011346866	Jalbert	
COX20R	293138	RES-17	1993 GMC	RESCUE	1GDKC34N2PJ502189	Half Moon Bay	
COX21	293139	MED-59	1993 GMC	RESCUE	1GDKC34N7PJ502334	Pescadero S 59	68,974
COX22	O17268	P11B	1995 GMC	4X4 PU	1GTEK19H2SE535836	Swancey S17	98,058
COX24	O43238	B-1711	1996 FORD	4X4 WGN	1FMEU15H3TLB85626	Landuyt S17	151,238
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
COX31	492717	WT-58	1979 FORD	WT-3000	W90AVFE7996	Skylonda S58	578,701
COX36	293137	RES-57	1994 GMC	RESCUE	1GDKC34N7RJ501560	La Honda C57	22,968
COX37	107162	BR-317	1990 INTNL	FTH-500	1HTSDZ3R8LH237744	Belmont S 17	19,356
COX40	202782	E-57	1988 INTNL	FTH-500	1HTLDZ3NXKH601680	La Honda C57	21,075
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-2821	1990 FORD	FTH-1000	1FDYD80U5LVA23432	Saratoga S-21	24,437
COX55	755024	E-357	2004 INTNL	FTH-1250		La Honda C57	2,575
COX56	988747	R-1731	1997 FORD	REPAIR	1FDKF37C5YEB5791	Belmont S 17	56,032
COX57	1010109	ME-58	1997 PIERCE	FTH-1250	1FV6HLCB9WH915009	Skylonda S58	78,161
COX58	1010179	E-56	1997 PIERCE	FTH-1250	1FV6HLCB7WH919008	Kings Mtn C56	6,095
COX60	1013889	ME-18	1998 PIERCE	FTH-1500	4P1CT02S6WA000825	Cordilleras S 18	99,172

CO #	LIC#	RADIO	YR	MAKE	MODEL	VIN#	LOCATION	MILEAGE
COX61	915168	NONE	1999	CARSON	TRAILER	4HXLS0810XC014090	Honor Camp	N/A
COX62	1057894	B-1715	2001	DODGE	4X4 PU	3B7HF12Z71G189147	So	40,753
COX63	1107709	P-57	2001	FORD	PU	1FTNX21L31ED80087	La Honda C57	3,756
COX65	1113241	P-1722	2003	FORD	PU		Colbert	
COX68	E959545	WT-57	2003	kenworth	WT-3000	1NKDLBOX33R393511	La Honda	1,872
COX69	1196119	E-217	2004	Hi-Tech	FTH-1500	457AT2F924C046879	Belmont	22,500
COX70	1196077	E-356	2003	FRTLNR		1FVDBN13574DM96727	Kings Mt	
OES	E959456	262	1998	FRTLNR	FTH-	1FV6HLCB6XHA02968	Cordilleras S18	5,645

REVISED

10/18/2006

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2006 by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY
Fiscal Year 06-07

The Department of Forestry and Fire Protection, State of California and its officers, agents, 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, Page 2.

NAME OF LOCAL AGENCY San Mateo County

**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 C, Section 13.

By: Jamini Kellan
Signature

Jamini Kellan
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 C, Section 14.

By: Jamini Kellan
Signature

Jamini Kellan
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 C, Section 15.

By: Jamini Kellan
Signature

Jamini Kellan
Printed Name

Risk Manager



State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES
Management Services Division
Office of Risk & Insurance Management

November 17, 2006

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
FISCAL YEAR 2006/07

To whom it may concern:

The State of California has elected to be insured for its motor vehicle, aircraft liability, watercraft liability and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, PO Box 944255, Sacramento, CA 94244-2550.

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,


MARIBETH ENNIS-LEU
Associate Risk Analyst

MEL

The Ziggurat • 707 Third Street, First Floor • West Sacramento, California 95798-9052 • (916) 376-5300

Communication aids or services will be provided to individuals with disabilities upon request. The California Relay Service telephone numbers are (voice) 1-800-735-2922 and (TTY) 1-800-735-2929.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2006

PRODUCER BROOKE AGENCY SERVICES CO., LLC P O BOX 980008 W SACRAMENTO, CA 95798-0008		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.	
INSURED SAN MATEO COUNTY 455 COUNTY CENTER, 5TH FL. REDWOOD CITY, CA 94063-1664		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: INS CO OF THE STATE OF PENNSYLVANIA	
		INSURER B: LEXINGTON INSURANCE COMPANY	
		INSURER C: CONTINENTAL CASUALTY COMPANY	
		INSURER D:	
		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.

INSR LTR	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PUBLIC ENTITY <input checked="" type="checkbox"/> ERRORS/OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	8766707 EXCESS OF \$300,000/600,000 SIR	5/22/06	5/22/07	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
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8766707 EXCESS OF \$300,000/600,000 SIR	5/22/06	5/22/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,750,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	6501740	5/22/06	5/22/07	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W128585717E EXCESS OF \$1,000,000 SIR	5/22/06	5/22/07	<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
		OTHER					

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

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED (ATTACHED) WITH RESPECT TO 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 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
CECIL JACK

IMPORTANT

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.

Endorsement #

This endorsement, effective: MAY 22, 2006

Forms a part of policy no: 8766707

Issued to: COUNTY OF SAN MATEO

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

ADDITIONAL INSURED ENDORSMENT

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 Division of Forestry	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 notice.

All other terms and conditions of this Policy remain unchanged.

CECIL JACK
Authorized Signature
Or countersignature (where applicable by law)