

## **Memorandum of Understanding**

**Between**

**County of San Mateo**

**and**

**La Honda Fire Brigade, Inc.  
and Kings Mountain Volunteer Fire Brigade, Inc.  
(Volunteer Fire Departments)**

This is a MEMORANDUM OF UNDERSTANDING, entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF SAN MATEO ("County"), and the LA HONDA FIRE BRIGADE, INC. and KINGS MOUNTAIN VOLUNTEER FIRE BRIGADE, INC. ("Volunteer Fire Department"):

### **1. SAN MATEO COUNTY FIRE DEPARTMENT**

County Ordinance § 3.84.050 established the San Mateo County Fire Department ("COUNTY"). The COUNTY provides services to the unincorporated areas of San Mateo County, not served by a fire protection district, through a contract with the California Department of Forestry and Fire Protection ("CAL FIRE") whereby CAL FIRE provides and serves as the San Mateo County Fire Department and the CAL FIRE Unit Chief serves as the "County Fire Chief".

The La Honda Fire Brigade, Inc. and Kings Mountain Volunteer Fire Brigade, Inc. ("VOLUNTEER FIRE DEPARTMENT" or "VFD") are Volunteer Fire Departments organized in accordance with section 14825 of the California Health and Safety Code, and are non-profit corporations, each with elected boards of directors that oversee the financial interests of the corporation, approve business transactions and provide support to the Volunteer Fire Department's mission. VFD's Volunteer Firefighters, work cooperatively with, and receive training from the COUNTY. The COUNTY and the County Fire Chief will continue to work cooperatively with the VFD and the VFD Chiefs in their efforts to protect the public through the economic delivery of comprehensive fire protection services within available County resources.

The terms and conditions of this MOU reflect current (i.e., Fiscal Year 2007-08) understandings, arrangements, and funding arrangements by and between the COUNTY and CAL FIRE. Accordingly, the terms of this MOU are subject to changes should those understandings, arrangements, or funding arrangements change, or should the funding requirements or mechanisms for the COUNTY change.

### **2. APPARATUS AND EQUIPMENT**

The COUNTY has provided emergency response apparatus, equipment and personal protective equipment ("Apparatus and Equipment") as it has deemed appropriate for

attainment of Department objectives. Apparatus and Equipment provided by the COUNTY shall remain the property of the COUNTY. The VFD may augment the Apparatus and Equipment supplied by the COUNTY, either on its own, or jointly with the COUNTY. Apparatus and Equipment provided by the VFD shall remain property of the VFD and shall meet the National Fire Protection Association (NFPA) standards for fire apparatus capability, useable life and safety. Such NFPA standards shall serve as the basis for evaluating the suitability of VFD owned Apparatus and Equipment.

The County Fire Chief may designate color and marking of Apparatus and Equipment provided solely by the COUNTY. The VFD Chief after consultation with the County Fire Chief may designate color and marking of Apparatus and Equipment provided by the VFD. The COUNTY shall maintain and repair the Apparatus and Equipment used by the COUNTY and by the VFD as authorized by the COUNTY, without regard to ownership.

## 2.1 COUNTY APPARATUS AND EQUIPMENT ASSIGNED TO VFD

COUNTY has determined the fire Apparatus and Equipment needs for the area covered by the VFD and shall endeavor to meet those needs. It is the COUNTY's desire to see to it that the VFD continues to be properly equipped. Apparatus and Equipment provided by the COUNTY shall meet the NFPA standards for fire apparatus capability, useable life and safety. Such NFPA standards shall serve as the basis for evaluating the suitability of COUNTY owned Apparatus and Equipment assigned for use by the VFD.

## 2.2 SCHEDULES OF APPARATUS OWNED

Exhibit A of this memorandum sets forth the COUNTY owned fire apparatus assigned to the VFD as of the date of this memorandum. Exhibit B sets forth the VFD owned apparatus that is available to the COUNTY. This schedule shall be updated by the VFD and filed with the COUNTY bi-annually.

## 3. INSURANCE

The COUNTY shall pay for, or reimburse the VFD for, insurance premiums in connection with insurance coverage, including liability and errors and omissions, for the operations, emergency responses and fire protection-related services provided to the COUNTY by the VFD. Such insurance shall meet the requirements of law and shall be no less than the minimum levels of the COUNTY's own insurance.

### 3.1 WORKERS COMPENSATION

The COUNTY maintains workers compensation coverage to the statutory limit. The COUNTY has historically covered the VFD's firefighters under the COUNTY'S workers compensation plan and will continue to do so to the extent they are engaged in authorized activities such as, but not limited to fire suppression, rescue operations,

hazardous materials response, equipment maintenance, fire prevention education, emergency medical response and related training. The VFD must annually provide the COUNTY's Risk Manager with a roster of volunteers. Any changes to the volunteer roster must be reported to the COUNTY Risk Manager prior to individuals performing authorized activities.

### 3.2 ADDITIONAL INSUREDS

Both the COUNTY and the VFD shall cause the other to be listed as "Additional Insured" on their respective insurance policies.

### 4. UTILITIES

The VFD shall be responsible for the purchase of any utility services required for the operation of its fire station or facilities. COUNTY shall be responsible for the payment of any special signaling or communication circuits required by COUNTY for emergency dispatch, data or other operational purposes. The COUNTY shall also be responsible for all utility costs associated with COUNTY owned facilities such as radio sites etc. located on VFD property.

### 5. FINANCES

Both the COUNTY and the VFD shall share in the cost of providing fire services in and around the VFD'S RESPONSE AREA. The parties shall discuss, and meet as necessary to determine, the VFD'S needs for financial assistance.

### 6. MISCELLANEOUS SUPPORT

In addition to any other direct and indirect financial support the COUNTY agrees that COUNTY shall provide to the VFD the same level and types of miscellaneous support services as it does to its own forces.

Miscellaneous support shall include, but not be limited to, access to the COUNTY's Vehicle Fueling Systems, delivery of supplies from the COUNTY FIRE Warehouse, pre-employment physicals, physicals required by any regulatory agency, administration and delivery of a Respiratory Protection Plan that meets the requirements of Cal-OSHA, annual miscellaneous tool acquisition and repair fund (currently set at \$3,000.00 per year). The County Fire Chief shall work with the VFD Chief to ensure that all programs required by Cal-OSHA are in place. The County Fire Chief shall provide the VFD Chief with copies of all required documentation and provide the support and staff time to develop an Injury and Illness Prevention Program (IIPP) and to maintain the VFD's compliance with Cal-OSHA's regulations.

### 7. TRAINING

COUNTY shall provide the basic level training required for VFD firefighters that meets or exceeds accepted fire service standards or standards required by statute or regulation.

Efforts will be made to provide these classes in San Mateo County.

Training requirements and reimbursement procedures shall be included in a San Mateo County Volunteer Fire Department Policies and Procedures Manual, which is to be developed as described in paragraph 21, below. For reference purposes only, said manual shall hereinafter be referred to as the "VFD Manual".

The VFD Chief shall consult with and obtain approval from the County Fire Chief for additional training above the basic level training requirements specified in the VFD Manual. COUNTY will reimburse the VFD for approved training that is provided by outside contractors.

## 8. FACILITIES

Structural maintenance of buildings owned by the VFD for use by VFD and the COUNTY will be the responsibility of the VFD. The VFD shall be responsible for keeping the building clean, neat, orderly, and shall secure assigned COUNTY property from theft or weather. Use of buildings owned by the COUNTY will conform to rules, regulations and policies established by the COUNTY. The COUNTY shall be responsible for the maintenance and repair of its facilities relating to fire protection services.

## 9. FIRE CODE ENFORCEMENT AND INVESTIGATIONS

The COUNTY shall have the exclusive responsibility for the enforcement of all codes and to conduct any investigations as to the cause of any fire or criminal acts as they may pertain to the fire service. The VFD shall assist COUNTY where appropriate with such investigations and the delivery of public safety messages. The VFD will also assist with the advising the public of the existence of general fire safety codes and regulations and at certain times of the year the areas wildfire hazard level.

## 10. VOLUNTEER INCENTIVE PROGRAMS

Both the VFD and COUNTY agree that the best interest of the public is served through the VFD having a strong volunteer firefighting staff. To assist with this goal the COUNTY will continue to participate in the CalPERS managed Volunteer Firefighters Length of Service Award Program.

## 11. VOLUNTEER STIPEND REIMBURSEMENT

There are many incidental costs that VFD firefighters must pay to participate in the Fire Service. To offset these costs and as an incentive to VFD firefighters to continue as members of the VFD, the COUNTY will work with the VFD to establish a Volunteer

Firefighter Stipend Program by July 1, 2009, and no later than the fiscal year after the County identifies ongoing funding to eliminate the operational deficit in the Structural Fire Fund. Such a program would be intended to reimburse VFD firefighters for their miscellaneous out of pocket expenses in responding to calls and participating in approved trainings.

## 12. OPERATIONAL CURRENCY AND REPRESENTATION

The COUNTY agrees to assist the VFD in maintaining its operations current with the then prevailing industry standards. The County Fire Chief shall promptly communicate to the VFD Chief proposed changes in standards, levels of service and other matters that could materially impact the VFD'S service or negatively impact its Firefighters.

## 13. PERSONNEL

The VFD shall make its best effort to maintain adequate membership to attain the objectives of the VFD and the COUNTY. Volunteer Firefighters are expected to know and abide by the COUNTY policies, rules and regulations, when working in the capacity of a Volunteer Firefighter and while responding with or working in conjunction with the COUNTY.

## 14. VOLUNTEER FIRE FIGHTER BACKGROUND STANDARDS

Prior to accepting any new prospective volunteer into the VFD as a Volunteer Firefighter, the VFD shall cause a background check, meeting COUNTY's requirements, to be completed. The background check shall include vehicle and criminal records. The VFD Manual shall contain specific criteria to be considered for accepting and rejecting volunteer applicants based on the results of background checks. The COUNTY shall pay costs for the background check either by direct payment or by reimbursement to the VFD.

## 15. LEGAL STANDING

The VFD shall maintain current incorporation or charitable trust and tax-exempt status with the California Secretary of State and shall provide such documentation to the COUNTY when asked. The VFD shall comply with all applicable statutory and regulatory requirements.

## 16. PURCHASING OF FIRE EQUIPMENT BY VFD

All items purchased for operational support to the VFD, whether purchased by the COUNTY, or the VFD, or any other entity, shall meet or exceed specifications established by the COUNTY.

17. VFD RESPONSE AREA

A map of the VFD'S RESPONSE AREA is attached as Exhibit C. The VFD RESPONSE AREA is within the jurisdiction of the COUNTY in which the VFD provides emergency response services.

18. AID TO COUNTY

VFD will make its Firefighters and equipment available to COUNTY for use outside of the VFD'S RESPONSE AREA. The County Fire Chief and the VOLUNTEER FIRE CHIEF shall work cooperatively to determine when such requests for aid are made and where such services are to be delivered.

19. SUPPORT TO COUNTY

The VFD agrees to assist COUNTY in communicating Fire Safety and other fire service messages to the residents and visitors of its response area.

20. VFD CHIEF

The VFD shall have the position of VFD Chief. This position will be responsible for the overall management of the VFD and its volunteer firefighters.

21. VFD POLICIES AND PROCEDURES MANUAL

The County Fire Chief and VFD Chief shall develop a Volunteer Fire Department Policies and Procedures Manual by June 30, 2009, in order to provide a set of guidelines for Volunteer Firefighters and to establish and maintain the necessary uniformity of action within the San Mateo County Fire Department.

The VFD Manual shall include policies and procedures related to:

- Personnel, including procedures for background checks to be performed by Sheriff's Office, and criteria for rejection of volunteer applicants
- Safety
- Accident/injury reporting
- Training requirements and reimbursement
- Records maintenance
- Grievance procedure to provide a mechanism for the VFD to raise and have addressed issues, which adversely affect the VFD's abilities or service, and to resolve any claims of wrongdoing.

## 22. MOU REVIEW

The VFD and the COUNTY shall review the terms of this MOU periodically, and in no event less than once every two (2) years. Said review may consist of any number of meetings or exchanges of correspondence, but shall at a minimum consist of a written communication exchange wherein one party indicates what revisions, if any, it proposes, and the other party responds.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first hereinabove written.

**Attest:**

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

\_\_\_\_\_  
Clerk of Said Board

By: \_\_\_\_\_  
President, Board of Supervisors

**KINGS MOUNTAIN VOLUNTEER  
FIRE BRIGADE, INC.**

**LA HONDA FIRE BRIGADE, INC.**

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
President, Board of Directors