



CAL FIRE
San Luis Obispo
County Fire Department

635 N. Santa Rosa • San Luis Obispo, CA 93405
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www.calfireslo.org

Scott M. Jalbert, Unit Chief

July 2, 2020

TO: LOCSO Board of Directors

FROM: Scott M. Jalbert, Unit Chief
CAL FIRE / San Luis Obispo County Fire Department

SUBJECT: Agenda Item 6I – 07/02/2020 Board Meeting
Reaffirm CAL FIRE/SLO County Fire Department and LOCSO Cooperative Fire Protection Agreement and Update Schedules “A” through “E” to Reflect Changes in Services and Costs for Fiscal Year 2020-2021.

DESCRIPTION:

This Staff Note provides the Los Osos Community Services District (District) Board of Directors the ability to reaffirm the CAL FIRE/San Luis Obispo County Fire Department and LOCSO Cooperative Fire Protection Agreement and update the Agreement’s Schedules “A” through “E” to reflect changes in services and costs for Fiscal Year 2020/2021 as provided in paragraph five of the Cooperative Fire Agreement Amendment One. A letter stating this reaffirmation and the updated schedules is attached for the signature of the General Manager to send to CAL FIRE/SLO County Fire Department.

STAFF RECOMMENDATION:

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

Motion: I move that the Board reaffirm the CAL FIRE/SLO County Fire Department and Los Osos CSD Cooperative Fire Agreement, approve annual adjustments to the Agreement’s Schedules “A” through “E”, and authorize the LOCSO General Manager to send the attached Letter including Schedules to advise CAL FIRE/SLO County Fire Department.

DISCUSSION:

The District and CAL FIRE/San Luis Obispo County Fire entered into a Cooperative Fire Protection Agreement effective October 1, 2004, for emergency services in Los Osos using Station 15 - South Bay. This Cooperative Fire Protection Agreement is a perpetual agreement and has become known as the “Original Agreement”. This Original Agreement contains five “Schedules” within its contents and they are required to be reviewed annually and updated to reflect District budgetary constraints, changes in service, and costs of service. In November 2004, an “Interim Agreement” was signed that updated the “Original Agreement”.

Staff has prepared a short narrative of the Schedules, as well as attached the Schedules for District Board approval.

Schedule A – Staff updated the dates & cost in this Schedule.

Schedule B – Staff updated the dates & facilities in this Schedule.

Schedule C – Staff updated the dates in this Schedule.

Schedule D – Staff updated the dates & vehicle inventory in due to the sale and purchase of a vehicle.

Schedule E – Staff updated the dates in this Schedule. The Schedule E will need to be signed by the General Manager prior to submission of the attached letter to Chief Jalbert reaffirming the Cooperative Fire Protection Agreement if the District elects to be self-insured or the District should submit the current Certificates of Insurance verifying coverage as per the Original Cooperative Agreement, Section 11 Insurance (E) Proof of Insurance Coverage and Coverage Verification.

FINANCIAL IMPACT:

The Cooperative Fire Protection Agreement contains Schedules A and D, which detail costs for services and products contracted or supplied by CAL FIRE/SLO County Fire Department for fire and emergency services provided from Station 15 - South Bay as part of the South Bay Fire Department. The cost of these services is \$2,437,726 an increase from last year's costs of \$2,294,039. This is an increase of about 7%.

The Cooperative Fire Protection Agreement also contains Schedule C and E, which detail items and insurance provided by the District for the operation of Station 15 - South Bay.

Respectfully Submitted,

Scott M. Jalbert, Unit Chief
CAL FIRE / San Luis Obispo County Fire Department

Paul Provence

Paul Provence, North Coast Battalion Chief
CAL FIRE / San Luis Obispo County Fire Department

Attachments:

1. 2020 Letter to Reaffirm Cooperative Agreement and Update Schedules "A" through "E" from the District General Manager Ron Munds
2. Schedule A, B, C, D, E



July 02, 2020

Scott M. Jalbert, Chief
CAL FIRE/SLO County Fire Department
635 North Santa Rosa
San Luis Obispo, CA 93405

SUBJECT: Reaffirm Cooperative Fire Protection Agreement and Update Schedules "A" through "E"

President
Charles L. Cesena

Vice President
Christine M. Womack

Directors
Matthew D. Fourcroy
Vicki L. Milledge
Marshall E. Ochylski

General Manager
Ron Munds

District Accountant
Robert Stilts, CPA

Unit Chief
Scott M. Jalbert

Battalion Chief
Paul Provence

Dear Chief Jalbert,

The Los Osos Community Services District (District) Board of Directors, on July 02, 2020 reaffirmed the Cooperative Fire Protection Agreement and current Level of Service contained within the Agreement between CAL FIRE/SLO County Fire Department and the District. The District Board of Directors does not request any changes to the Level of Service your department provides to the Community of Los Osos in Fiscal Year 2020/2021.

The District Board of Directors also reviewed Schedules A, B, C, D, and E contained within the Agreement, as required annually, and have accepted several minor changes suggested by Station 15 - South Bay staff. These changes include updating the documents for dates.

This letter is the District's formal request that CAL FIRE/SLO County Fire secure SLO County Board of Supervisor approval for the update of Schedules "A" through "E" of the Cooperative Fire Protection Agreement.

If you have any questions or comments, please contact me at (805) 528-9370.

Sincerely,

Ron Munds
General Manager

Mailing Address:
P.O. Box 6064
Los Osos, CA 93412

Offices:
2122 9th Street, Suite 110
Los Osos, CA 93402

Phone: 805/528-9370
FAX: 805/528-9377

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Cc: Jefferey A. Minnery, District Counsel
Suzi Cain, CAL FIRE/SLO County Fire Department
Paul Provence, CAL FIRE Battalion Chief Station 15 – South Bay Fire

SCHEDULE A

CAL FIRE/SLO COUNTY FIRE SHALL PROVIDE FIRE PROTECTION FROM THE SOUTH BAY FIRE STATION – UPDATED FOR FISCAL YEAR 2020-2021

Management and Administration:

The Chief of CAL FIRE/SLO County Fire Department is appointed as the Fire Chief of the Los Osos Community Services District South Bay Fire Department and represents the CSD Board in that capacity and represents the County Board of Supervisors in the capacity of County Fire Chief for the purposes of providing fire protection services pursuant to this agreement.

Attendance by either the County Fire Chief or other CAL FIRE/SLO County Fire representative shall occur at CSD Board Meetings, as appropriate.

CAL FIRE/SLO County Fire Battalion Chief shall serve as the day-to-day contact for operational and tactical issues. CAL FIRE/SLO County Fire Division Chief or Duty Chief shall serve as the day-to-day management and administrative contact.

Cooperative Operations:

All fire protection, rescue, and medical aid work contemplated under this agreement shall be done by both parties to this agreement working as one unit in a "Regional Fire Protection" delivery model; therefore, equipment and personnel, may be temporarily dispatched outside the boundaries of the Los Osos CSD from time to time for delivery of first responder emergency incidents.

Personnel:

Los Osos CSD shall reimburse CAL FIRE/SLO County Fire for 100% (one hundred percent) of the agreed to staff complement assigned to the South Bay Fire Station.

The normal daily on duty staffing level for fire station emergency response personnel will be a combination of the following: Fire Captains, Fire Apparatus Engineers, Firefighter IIs, and Reserve Firefighters. At least two of the on duty staff shall be paramedics at all times. At least (4) personnel will be scheduled on duty every day. Variations to this scheduled staffing level may occur as circumstances dictate, however, there will always be a minimum two qualified CAL FIRE officers of FAE rank or higher on duty.

CAL FIRE/SLO County Fire will be allowed the flexibility in the assignment of available personnel and equipment in order to provide the fire protection services, rescue, and medical aid services as agreed upon in this schedule.

CAL FIRE/SLO County Fire shall manage the South Bay Fire Department Reserve Firefighter program. The Reserve Firefighters are contract employees of the Los Osos CSD for compensation, workers compensation, recruitment and retention, and general employer related matters. CAL FIRE/SLO County Fire will provide day-to-day supervision, training, operational control, and act as the Los Osos CSD's agent for management of these employees. South Bay Fire Station will maintain a Reserve Company of adequate numbers to meet the operational needs described in Schedule A.

Facilities:

The Los Osos CSD shall make the existing South Bay Fire Station at 2315 Bayview Heights Drive, Los Osos, available to CAL FIRE/SLO County Fire to provide fire protection, rescue, and medical aid services under this agreement.

The existing South Bay Fire Station shall be staffed by the CAL FIRE/SLO County Fire personnel described above for delivery of fire protection, rescue, and medical aid services under this agreement. Additional fire apparatus or personnel may be assigned or staged at the station under the direction of the Fire Chief when circumstances warrant at no additional cost to the CSD.

The Los Osos CSD shall maintain ownership, title, control, and responsibility for major maintenance, all repairs, and building modifications subject to the terms of this agreement.

CAL FIRE/SLO County Fire shall perform routine maintenance, housekeeping, and minor repairs to the facility as a portion of this agreement. Repairs, modifications, or maintenance that exceeds routine will be provided by the Los Osos CSD and is included in Schedule C of this agreement.

Fire Apparatus:

The Los Osos CSD will provide the South Bay Fire Department portable equipment, radios, and fire apparatus listed in the Schedule D for use by CAL FIRE/SLO County Fire for the purpose of providing fire protection, rescue, and medical aid services under this agreement. The equipment and apparatus will be utilized to provide Regional Fire Protection services from the South Bay Fire Station.

CAL FIRE/SLO County Fire will place a LOGO decal on the apparatus signifying the partnership between the Los Osos CSD and CAL FIRE/SLO County Fire.

The Los Osos CSD shall maintain title to all existing apparatus.

CAL FIRE/SLO County Fire shall provide qualified and licensed operators, and maintain the above fire apparatus and equipment based on standard contractual monthly rate schedule set forth in the attached Schedule D.

Los Osos CSD shall be responsible for replacement of the existing South Bay Fire Department apparatus upon retirement (at end of useful life expectancy). NO ALLOCATION IS MADE TO CAL FIRE/SLO County Fire FOR REPLACEMENT in this Schedule A because replacement costs are the responsibility of Los Osos CSD as described in Schedule C of this Agreement.

Emergency Response:

CAL FIRE/SLO County Fire shall respond to fire department emergencies in the Los Osos CSD and the area immediately adjacent, CSA 9 Zone I, and Montana de Oro with apparatus, equipment, and personnel from the South Bay Fire Station. This response shall be provided by fire engines and rescue vehicles assigned to this station. Secondary response to either augment the first response (greater alarm) or respond to a simultaneous emergency shall be provided by a combination of call back personnel, reserves, and/or response from adjoining CAL FIRE/SLO County Fire stations or mutual aid.

CAL FIRE/SLO County Fire shall maintain and operate at least two (2) fire engines, a rescue squad, a utility vehicle, and a command vehicle (see Schedule D), which will be provided by the Los Osos CSD, at this fire station. A trench rescue/technical rescue trailer purchased and maintained by the Los Osos CSD, and operated by CAL FIRE/SLO County Fire and Station 15 –South Bay personnel.

CAL FIRE/SLO County Fire may maintain an additional CAL FIRE/SLO County Fire owned fire engine, water tender, or rescue water craft at South Bay Fire Station for cover or response as necessary.

CAL FIRE/SLO County Fire shall dispatch Reserve Firefighters as needed with first or second out engines.

CAL FIRE/SLO County Fire shall designate South Bay Fire Station as a "Must Cover" station. This designation provides the greatest assurance that additional fire department resources are available for a simultaneous emergency. Station coverage may be obtained utilizing callback personnel, reserves, and/or a move up and cover fire apparatus from another CAL FIRE/SLO County Fire station to provide this "Cover".

CAL FIRE/SLO County Fire shall provide dispatch services from the CAL FIRE/SLO County Fire Emergency Command Center in San Luis Obispo as a portion of this agreement.

CAL FIRE/SLO County Fire shall provide Chief Officer response to all emergencies as appropriate. CAL FIRE/SLO County Fire Duty Chief is available 24/7 for extraordinary emergencies or administrative matters requiring immediate attention.

Support Services:

An Executive Assistant will be provided at the South Bay Fire Station during normal business hours (Monday-Friday 8am-5pm). This position will provide clerical and administrative support to the fire station and Battalion Chief. Excused absences may result in short periods of time of no reception coverage.

Additional services provided by CAL FIRE/SLO County Fire include: personnel management, budget and accounting services, grant application and management, communications system coordination, training officers, fire prevention and pre-fire planning staff, automotive maintenance personnel, reserve fire apparatus, and supplemental fire apparatus and personnel at emergency incidents as needed.

**Services to be provided are further detailed in the following matrix prepared by the
Los Osos CSD Emergency Services Advisory Committee**

Local Emergency Responses-Single Incident	Performance Criteria
1. Provide response of the first appropriate resource to all initial incidents in the District upon receiving dispatch.	Arrive at scene within five (5) minutes 90% of the time. Time starts upon dispatch and ends at arrival at incidents within the District boundary
2. Initial Crew response shall provide two licensed and accredited paramedics.	On 80% of all initial single incidents
3. At least two licensed and accredited paramedics shall be scheduled on duty for immediate response. It is the intent and expectation that two (2) paramedics will be on duty daily but unforeseen circumstances such as sick leave, paramedics going to hospital with the ambulance, or other conflicts may cause a short period of coverage with an EMT until either another paramedic is called back to work or the paramedic returns.	100% of the time
4. The scheduled and normal crew response shall be at least three full-time personnel supplemented by a Reserve Firefighter or other qualified firefighter for initial fire and medical response.	100% of the time
5. Provide initial high angle and rope rescue response to the first in district from the South Bay Fire Station.	Intent is to achieve 100% service
6. Provide storm response for arcing power lines, lines down, flooding, trees endangering life safety or improved property, roads blocked, sandbagging, and similar events including services on private property.	Arrive at scene within ten (10) minutes of receiving dispatch 80% of the time
7. Establish the District Operating Center (DOC) at SBFD and participate on the District's Emergency Management Team when directed or required.	On 100% of incidents that require setting up the DOC
8. Provide an adequate number of appropriately trained personnel for response to Diablo Canyon Power Plant (DCPP) events/emergencies in the District and participate in DCPP drills and exercises in the District as scheduled.	100% of the time
9. Provide Chief Officer response for significant incidents as per the standard response plan including greater alarms, fire casualties or deaths, Firefighter injuries requiring transport to a medical facility, or upon request of engine company officer.	Within 15 minutes at least 80% of the time.
10. Provide the equivalent of a layered or greater alarm response based on the type and severity of the reported incident.	100% of the time
11. Provide personnel callbacks as necessary to fulfill the above response performance criteria.	As required, 100% of the time
12. Provide initial confined space and trench rescue response to the District from the South Bay Fire Station.	100% of the time

Local Emergency Responses-Concurrent Incidents	Performance Criteria
1. Crew resources, which may include call back or move up and cover crews, shall provide basic fire response and medical aid/rescue response to two (2) concurrent or simultaneous calls in the District upon receiving dispatch.	Arrive at second call within 5 minutes 85% of the time. Time starts upon dispatch and ends at arrival at incidents within the District boundary

Extended Emergency Responses	Performance Criteria
1. Provide initial emergency response in accordance with the contract for services to the area known as County Service Area 9, Zone I.	Routinely
2. Provide initial emergency response to Montana de Oro State Park in accordance with the regional fire protection concept.	Routinely
3. Provide emergency response in accordance with the automatic aid agreement between the District and the City of Morro Bay.	Routinely, but only when resources are available
4. Provide emergency response in accordance with the county mutual aid agreement.	Routinely, but only when resources are available
5. Provide coverage of the District at the specified levels when SBFD resources are not available or otherwise committed by the above contracts or agreements. Station 15 – South Bay shall be designated as a “must cover” station.	With at least one engine company. CAL FIRE will provide Paramedic coverage ASAP for this engine company

Other Responses	Performance Criteria
1. Crew resources shall be adequate to respond to non-emergency public service assist (PSA) incidents upon receiving dispatch. PSA incidents include but are not limited to utilities problems, non-injury falls, investigation of odors, response to alarms, water salvage, assisting with moving persons, assists to the elderly, etc.	Arrive at scene within ten (10) minutes 80% of the time and within twenty (20) minutes 100% of the time.
2. Coordinate and organize responses with other agencies (i.e. water utilities, law enforcement, State Parks, County Public Works, and local, county, state, and federal agencies) with reporting to and oversight by the District.	100% of the time when resources are available
3. Provide non-emergency public telephone assistance 24 hours per day from the SBFD station for benefit of the community (time demanded for incidents is accepted).	Routinely

Other Community Services	Performance Criteria
1. Provide public education programs regarding fire and life safety for the community.	As resources permit
2. Continue the Knox Box Program for new commercial occupancies, and existing commercial occupancies.	100% for commercial, recommended
3. Provide station tours and participate in special school events as requested.	As resources permit

Training Services	Performance Criteria
1. Provide legally mandated or regulated training of all personnel to minimize liability to the District.	100% annually and upon hiring
2. All Fire Captains and Engineers shall satisfy the minimum qualifications required for a Company Officer for San Luis Obispo County and for Strike Team Assignments on Wildland Incidents.	In compliance with Appendix B.3 & B.3.1 of the County Mutual Aid Operational Plan within 3 years of assignment
3. Personnel routinely assigned to SBFD shall be trained and responsible for detailed knowledge of local conditions including roads, water systems, target hazards, occupancy pre-plans, special emergency access methods, etc. A cover crew guide and station familiarization guide will be prepared to orient employees.	100% of the time upon assignment to the South Bay Fire Station
4. All personnel shall be trained to the standards and assignments required for their position per Cal-OSHA.	100% of the time
5. All personnel shall be afforded career development training annually.	100% of personnel on annual basis
6. Training delivery shall be by a qualified Training Officer or subject matter expert providing training that meets or exceeds regulatory or industry standards. The majority of Reserve Firefighter training will be on site.	Training shall be conducted on site and at off site facilities, as appropriate
7. Provide an annual training plan and costs to assure continued training for all personnel (including Reserve Firefighters).	Annual Plan submitted with budget

Fire Prevention Services	Performance Criteria
1. Conduct annual engine company fire and life safety inspections of all occupancies except for single-family residences and mobile homes as appropriate. This shall include all Group A, B, E, F, H, I, M, S, and U occupancies as defined in the Uniform Building Code. Maintain records and report on all work done.	Intent is to achieve 100% of jurisdictionally required occupancies annually
2. Conduct fire and life safety inspections by a fire marshal or fire inspector of all state licensed or permitted occupancies such as care homes, etc. This shall include all Group R Division 2.1, 2.1.1, 2.2, 2.2.1, 2.3, 2.3.1, 3, 6, 6.1, 6.1.1, 6.2, and 6.2.1 occupancies. Maintain records and report on all work done.	Intent is to achieve 100% of jurisdictionally required occupancies annually
3. Conduct the Fire Hazard Reduction Program in accordance with the District ordinance, and maintain records of all parcels inspected.	Intent is to achieve compliance on 100% of parcels in the District
4. Perform fire hazard mitigation on District-owned fire department property. Maintain records and report on all work done.	Intent is to achieve 100% of the district owned property annually
5. Perform operational inspection and painting of fire hydrants, as requested, in the District as necessary and coordinate efforts to repair and eliminate deficiencies with water purveyors. Maintain records and report on all work done.	Intent is achieve 100% compliance with ISO and Industry standards
6. Perform plan checks for all new occupancies, occupancies being remodeled or expanded, and for all fire protection systems within 10 working days. Maintain records and report on all work done.	Intent is to achieve 100% within 10 days and 100% within 20 days for fire systems

7. Respond, investigate, and take action on all fire hazard complaints. Maintain records and report on all work done.	Inspect 100% within 5 days and take action within 30 days
8. Conduct fire code appeal hearings in accordance with District policy. Maintain records of all work done.	As requested per District ordinance
9. Conduct cause and origin investigation on all fires within the District and take action on both criminal and non-criminal fires. Prosecute and/or do cost recovery as indicated.	100% of all fires to be investigated by trained personnel
10. Verify that training and certification standards for Fire Marshal and Fire Inspector meet or exceed State certification as Fire Prevention Officer 1 and Fire Investigator 1.	100% or equivalent
11. Provide telephone consultation for fire prevention and fire safety plan check purposes	100% of the time 8am-5pm Monday - Friday
12. Provide on-site Fire Marshal or Fire Inspector services for meetings, plan reviews, local inspections, etc.	As scheduled or necessary

Maintenance Services	Performance Criteria
1. Provide vehicle maintenance in accordance with industry practices, California Vehicle Code, Department of Transportation regulations, Cal-OSHA, and all applicable laws and regulations. Maintain records and report on all vehicle maintenance activities (As per attached Schedule D).	Intent is to provide for 100% legal compliance and preventative maintenance-
2. Provide facilities maintenance in accordance with industry practices, Cal-OSHA, and other applicable laws and regulations within CSD budgetary allowances, skills of CAL FIRE station personnel, and district policies. Maintain records on all facilities maintenance activities.	Intent is for 100% legal compliance and immediate mitigation of health or safety issues
3. Provide equipment (non-vehicular) maintenance in accordance with industry practices, NFPA standards, Cal-OSHA regulations, and other applicable laws and regulations. Maintain records and report on all equipment maintenance activities.	Intent is for 100% legal and operational compliance and to mitigate any health or safety issues. Protect District investment, and to minimize CAL FIRE and District liability.
4. Perform all scheduled maintenance and repairs in a timely manner to protect the District's investment in facilities, vehicles, and equipment and to ensure optimum resources to accomplish the Department's mission.	Any facility or vehicle "down-time" more than 10 days shall be reported to the District
5. Consult with District and make recommendations regarding all major repairs, repair costs, and repair methods for approval.	100% reporting for repairs lasting over 10 days or costs over \$1000
6. Develop a detailed maintenance schedule for vehicles, facilities, and equipment.	Consistent with CAL FIRE vehicle and facility maintenance standards
7. Agree that the District shall approve all facilities use other than normal fire department.	100% of the time

Administrative Services	Performance Criteria
1. CAL FIRE will complete a menu of reports that will be provided including but not limited to annual analysis and quarterly or monthly reports.	As mutually agreed upon by CAL FIRE and the District
2. Provide an annual budget, and a mid-year budget adjustment, and quarterly contract status reports to the District, and provide management of the budget adopted and tracked by the District.	Comply with the budget timelines as scheduled by District
3. Provide all full-time personnel and accept responsibility for all CAL FIRE personnel matters.	100% of the time
4. Attend regular Board of Directors meetings, attend weekly meetings with General Manager as schedule allows, coordinate and attend Emergency Services Advisory Committee meetings, accept assignments and complete assigned work from these meetings.	As defined or as requested by District. Assignments as mutually agreed upon by CAL FIRE and District
5. Maintain, monitor, and make recommendations to improve all existing automatic aid and mutual aid agreements.	Annually for all contracts/agreements
6. Prepare, propose, and perform the Strategic Plan Outline approved by the District Board of Directors.	Annually as required by the District
7. Continue the Community Outreach Program including but not limited to producing fire safety newspaper articles, participation in Oktoberfest and the Los Osos Christmas Parade, by having open houses and public displays.	As requested by the District and as resources permit
8. Continue an "Open Door" involvement with the community.	100% of the time
9. Provide general office management including typing, filing, ESAC agenda/minutes preparation, invoice processing, mail, petty cash accounting, collecting and depositing fees, copying, errands, and staff support.	8am-5pm Monday – Friday except for approved leave absences
10. Provide administrative services at SBFD for public information, community requests, referral of inquiries, etc.	8am-5pm Monday – Friday except for approved leave absences
11. The District prepared a detailed inventory of all SBFD assets provided by the District to CAL FIRE as per this agreement. Both CAL FIRE and the District will be accountable for inventory assets over term of contract.	Determined by both the District and CAL FIRE
12. CAL FIRE will provide a single point of contact responsible for contract performance to work with District General Manager as contract manager.	During entire term of contract

Reserve Firefighter Program	Performance Criteria
1. Manage, supervise, and maintain a Reserve Firefighter program that includes compliance with all applicable regulations, training, safety, supervision, recruiting, testing, and personnel management.	Maintain roster of approximately 25 qualified and active Reserve Firefighters
2. Utilize the Reserve Firefighters to fulfill the contract requirements herein for service to the community to augment on-duty staffing and other response as needed. Reserves will be scheduled to cover daily, either in 12-hour shifts or 24-hour shifts as appropriate and available.	Consistent with Reserve Firefighter Contract
3. Consult with the District regarding improvements and/or changes to the Reserve Firefighter Program.	As needed for District approval

Communications Services	Performance Criteria
1. Provide full 9-1-1 Dispatch services to meet response requirements herein. Provided by CAL FIRE Emergency Command Center as a Secondary 9-1-1 Public Safety Answering Point (PSAP).	100% of the time
2. Provide software and network support for Station 15-South Bay computers that will be linked with CAL FIRE's system for interoperability. The District will support computers not linked with CAL FIRE.	Intent is to achieve 100% of the time except for short outages
3. Provide and/or utilize a link to the Station 15-South Bay system for a complete computer-based record keeping system to include a SFM and NFIRS approved incident reporting program. Perform the required quarterly incident reporting.	Intent is to achieve 100% of the time except for short outages
4. Continue to support all personnel having portable radios with paging capability for safety and operational capability.	Intent is to achieve 100% of the time
5. Continue alpha paging capability for personnel as appropriate based on assignment.	Intent is to achieve 100% of the time
6. Continue cell phone capability for personnel as appropriate based on assignment.	Intent is to achieve 100% of the time
7. Continue repair and maintenance contract with SLO County Communications for all radios unless a better contract can be provided at a lower cost.	District must approve any change of contract
8. Contractor shall monitor and maintain all FCC communications licenses under the name of South Bay Fire Department.	100% of the time

**SCHEDULE B
CAL FIRE/ SLO COUNTY FIRE FUNDED RESOURCES**

This Schedule B is made part of the Agreement originally dated October 1, 2004 between CAL FIRE/SLO County Fire and Los Osos CSD. It has been updated for **Fiscal Year 2020-2021**.

ADMINISTRATIVE PERSONNEL

		1	Battalion Chief, Training
		1	Battalion Chief, Dispatch
1	Unit Chief	1	Unit Forestry Assistant II
1	Deputy Chief	1	Unit Forester II
1	Division Chief, Administration	4	Fire Captain, Fire Prevention
1	Battalion Chiefs, Field Battalions	2	Law Enforcement
1	Battalion Chief, Air Attack	2	Fire Prevention
1	Battalion Chief, Fire Prevention	1	Fire Captain, Pre-Suppression
1	Battalion Chief, Law Enforcement	1	Fleet Manager

FIRE SEASON STAFFING

50	Fire Captains	12	Fire Captain Bs (Cuesta Camp)
52	Fire Apparatus Engineers/Paramedic	79	Firefighters I (Seasonal)
12	Fire Captain Bs (Ventura Camp)	1	Firefighter II / Paramedics
6	Heavy Fire Equipment Operators	2	Firefighter II

SUPPORT PERSONNEL

6	Fire Captains (ECC)	1	OT Tech (LOCSD)
3	Fire Captains (Training)	1	Part-Time OT (County)
4	Heavy Equipment Mechanics	2	Personnel Specialist (Clerical)
8	Communications Operators	4	Office Technicians
2	Fire Prevention Specialists	1	Office Assistant
2	Forestry Logistics Officer	2	Staff Services Analysts
1	Associate Governmental Program Analyst	1	Administrative Officer II

FACILITIES

Sta. 10 Cambria	Sta. 34 Oak Shores
Sta. 11 Cayucos	Sta. 35 Las Tablas
Sta. 14 Morro-Toro	Sta. 40 Parkhill
Sta. 15 Los Osos	Sta. 41 La Panza
Sta. 16 Estero Bay	Sta. 42 Carrizo Plains
Sta. 20 Nipomo	Sta. 50 Creston
Sta. 21 Airport	Sta. 51 Shandon
Sta. 22 Mesa	Sta. 52 Meridian
Sta. 23 San Luis Obispo	Sta. 62 Avila Valley
Sta. 30 Paso Robles	Sta. 63 Shell Beach
Sta. 33 Heritage Ranch	Sta. 64 Pismo Beach
CAL FIRE/SLO County Fire Headquarters	Ventura Conservation Camp
Emergency Command Center	Cuesta Conservation Camp
CAL FIRE/SLO County Fire South Bay Training Center	Paso Robles Air Attack Base
South County Auto Shop	CAL FIRE / SLO County Fire Drill Grounds
North County Auto Shop	

VEHICLES

50	Fire Missions	29	Specialties
3	Bulldozers	2	Air Tankers
9	Rescues	62	Supports
10	Utilities	3	Boats
1	Air Attack		

SCHEDULE C

LOCAL FUNDED RESOURCES

This Schedule C is made part of the Agreement originally dated October 1, 2004 between CAL FIRE/SLO County Fire and Los Osos CSD. It has been updated for **Fiscal Year 2020-2021**.

NAME OF LOCAL AGENCY: Los Osos Community Services District

Budgetary Allocations:

The Los Osos Community Services District (District) will budget for and allocate adequate funding and resources for operation of the fire department consistent with the defined level of service and California Department of Forestry and Fire Protection/San Luis Obispo County Fire Department (CAL FIRE/SLO County Fire) Agreement. The approved budget will reflect a specific line item that is the allocation to fund the CAL FIRE/SLO County Fire Agreement annual costs.

Sufficient resources shall be allocated to fund the operational and capital expenses necessary to achieve the level of service, programs, and projects approved by the District Board of Directors.

The District shall budget for and authorize the CAL FIRE/SLO County Fire Chief to administer ongoing operational expenses and services for fire department operations at the South Bay Fire station not covered in the Schedule A. These services and expenses will be paid directly by the District utilizing the District purchasing and payment rules and protocols.

Operational Expenses:

The type of services and material covered by this Section include grounds and structure maintenance, fire station utilities, general office supplies, medical supplies, personal protective equipment, and uniforms for reserve firefighters, fire hazard mitigation expenses, travel for official District business, District owned computer and communications equipment, and other operating expenses approved and budgeted for by the District for fire department purposes.

Facility:

The District will provide use of the existing South Bay Fire Station, located at 2315 Bayview Heights Drive, Los Osos for use as a CAL FIRE/SLO County Fire Station at no cost. The delivery of services through this Agreement will constitute consideration.

This fire station will serve as the primary source of emergency response equipment and personnel to service this Agreement. CAL FIRE/SLO County Fire will use the facility for the primary purpose of a CAL FIRE/SLO County Fire Station and other related official business, but may be used for other official business of the District, County or CAL FIRE when first approved by the CAL FIRE/SLO County Fire Chief, or designee, and the District General Manager, or designee.

Title to the site, buildings and structures shall remain with the District, subject to the terms and conditions of this Agreement.

The District will provide for the station to be maintained in good working order, safe and healthy conditions consistent with applicable codes, regulations, and accepted standards for use suitable for the purposes contemplated herein.

The District shall be responsible for ongoing costs to maintain and operate the existing South Bay Fire Station, including direct payment of utilities (sewer, water, gas, electric power, basic Cable TV, and internet access) telephone, maintenance, and repairs.

The District shall retain responsibility for maintenance, repairs, use, and any building modifications. Requests for other than minor repair, maintenance, or upgrades shall be processed through the District General Manager.

Minor and Major Capital improvement projects and costs will be the responsibility of the District. Project management may be shared by CAL FIRE/SLO County Fire as appropriate.

The District shall maintain ownership and be responsible for ongoing costs to replace the existing South Bay Fire Station fire apparatus at the end of their useful life.

Daily operational costs and minor repairs will be provided by CAL FIRE/SLO County Fire through the Agreement. The District may be responsible for repairs in excess of \$10,000. (See Attached Schedule D)

Apparatus and Vehicle Costs:

The District shall provide portable equipment and fire apparatus listed in Schedule D for use by CAL FIRE/SLO County Fire for the purpose of providing fire protection, rescue, and medical aid services under this Agreement. The equipment and apparatus will be utilized to provide Regional Fire Protection services from the South Bay Fire Station.

Reserve Firefighter Program:

The District will provide resources necessary for the continuation of the Reserve Firefighter Program. The Reserve Firefighters will remain employees of the District and their compensation will be provided by the District directly. As noted in the Schedule A, the goal is to "Maintain roster of approximately 25 qualified and active Reserve Firefighters".

The District will assist CAL FIRE/SLO County Fire in the recruitment and retention of Reserve Firefighters.

CAL FIRE/SLO County Fire will provide day to day supervision and management of the Reserve Firefighters.

SCHEDULE D

LOS OSOS CSD OWNED & CAL FIRE/SLO COUNTY FIRE MAINTAINED VEHICLES

This Schedule D is made part of the Agreement originally dated October 1, 2004 between CAL FIRE/SLO County Fire and the Los Osos CSD. It has been amended for **Fiscal Year 2020/2021**.

Section 12, VEHICLES, is expanded to include the following description of maintenance responsibility and procedures for Los Osos CSD owned vehicles which are listed in Schedule A. Categories are “Flat Rate”, “Mileage Rate”, and “Actual Cost”.

CAL FIRE/SLO County Fire shall:

- (1) For all vehicles for which a monthly “Flat Rate” is shown, (this category excludes, all surveyed California 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 based on chassis production year.)
 - 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 CAL FIRE/SLO County Fire for operation under Schedule A, excepting equipment or accessories not common to the use of the CAL FIRE/SLO County Fire and radio installations originally provided by the District. All such equipment provided and installed by CAL FIRE/SLO County Fire shall become the property of the District and replaced equipment removed shall become the property of CAL FIRE/SLO County Fire.
 - 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 CAL FIRE/SLO County Fire may cease to make further repairs on any vehicles when CAL FIRE/SLO County Fire 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 CAL FIRE/SLO County Fire determines that a vehicle is not fit for further use, because of obsolescence, deterioration or damage, CAL FIRE/SLO County Fire shall not be required to repair the vehicle or maintain it in use. Upon such determination, CAL FIRE/SLO County Fire shall immediately advise the District, and the District shall have the option of replacing said vehicle or CAL FIRE/SLO County Fire shall discontinue the particular service.

- (2) For all passenger and service vehicles for which a “Mileage Rate” is shown, CAL FIRE/SLO County Fire shall:
 - a. Provide fuel, oil, lubrication, batteries and tire.
 - b. Make such reasonable repairs to said vehicles as may be necessary to keep vehicles in operating condition provided, however, that CAL FIRE/SLO County Fire 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, CAL FIRE/SLO County Fire shall immediately notify the District and the District shall have the option of replacing said vehicle or CAL FIRE/SLO County Fire shall discontinue the particular service.

- (3) For all vehicles listed under the heading “Flat Rate” or “Mileage Rate”. The District shall assume accident repairs in excess of \$2,000 per occurrence.

- (4) For all vehicles listed under the heading “Actual Cost”. CAL FIRE/SLO County Fire shall operate, maintain, and repair said vehicles at CAL FIRE/SLO County Fire’s actual cost.

- (5) District owned vehicles to be maintained pursuant to this section are listed below by category and are described by year of model, “Rate Letter” type and license number.

I.D.	YEAR	CATEGORY	LICENSE	VIN #	TYPE	RATE
E 215	1997	Pierce Fire Engine	021650	4P1CT02S7VA000217	3-B-2	Flat
U 15	2003	Ford F250 4x4	1148299	1FTNW21P43EC36119	1 (B)	Mileage
MR 15	2004	Ford F550 Rescue 4x4	1148866	1FDAF5734EA49815	1-B-2	Flat
B3411	2018	Ford F250 4x4	1424055	1FT7W2B66KED14526	1 (B)	Mileage
ME 15	2012	Spartan Fire Engine	1409738	4S7CU2DC076352	3-B-2	Flat
MS 15	2017	Ford F550	1520017	1FD0W5HT3HEB94494	3-B-2	Flat

SCHEDULE E

INSURANCE CERTIFICATIONS

This Schedule E is made part of the Agreement originally dated October 1, 2004 between CAL FIRE/SLO County Fire and Los Osos CSD. It has been amended for Fiscal Year **2020-2021**

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

This is to certify that Los Osos CSD has elected to be self-insured under the self-insurance provision provided in Section 11.

By:

Signature

Printed Name

Title

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that Los Osos CSD has elected to be self-insured for Worker's Compensation benefits which comply with Labor Code Section 3700.

Signature

Printed Name

Title

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

This is to certify that Los Osos CSD has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Section 11.

Signature

Printed Name

Title