

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN**

**MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT AND
FRENCH CAMP MCKINLEY RURAL COUNTY FIRE PROTECTION DISTRICT**

THIS FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the Mountain House Community Services District, a California Community Services District (hereinafter "MHCS D") and the French Camp McKinley Rural Fire Protection District, a California Rural Fire Protection District (hereinafter "FCFD"). MHCS D and FCFD may be collectively referred to as "Parties."

RECITALS

- A. The Mountain House Community Services District issued a Request For Proposals ("RFP") issued May 6, 2014 and thereafter revised, seeking fire protection and emergency medical services effective September 15, 2015.
- B. On October 29, 2014, the French Camp McKinley Rural Fire Protection District submitted a proposal ("Proposal") in response to the RFP.
- C. On February 18, 2015, the MHCS D Board of Directors selected the FCFD Proposal and authorized staff to enter into contract negotiations.
- D. As a result of the contract negotiations, the Parties desire to enter into this Agreement and abide by its terms.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Recitals.

The Recitals are true and correct.

Section 2. Definitions.

The following terms as used in this Agreement are defined as follows:

- a. "Annual Fee" means the total fee for services paid by MHCS D to FCFD for performing the terms of this Agreement for each Contract Year, prorated for the initial year for the period September 15, 2015 through June 30, 2016.
- b. "Contract Year" means the period of July 1 each year through June 30 of the following year.
- c. "FCFD" means the French Camp McKinley Rural Fire Protection District.

- d. "Fire Chief" means the chief executive officer of FCFD.
- e. "Fire Station" means the Fire Station located at 911 Tradition at the corner of Tradition and Mustang Way in Mountain House.
- f. "General Manager" means the general manager of MHCSO.
- g. "MHCSO" means the Mountain House Community Services District.
- h. "Service Level Criteria" means the criteria set forth in Attachment A.

Section 3. Term.

The term of this agreement shall begin on September 15, 2015 through September 14, 2020, unless terminated on an earlier date in accordance with this Agreement.

Section 4. Compensation

a. Annual Fee. MHCSO shall pay FCFD an Annual Fee for the services provided pursuant to this Agreement each Contract Year.

b. Initial Annual Fee. The Annual Fee for the initial Contract Year shall be One Million, Eight Hundred Forty Two Thousand Dollars (\$1,842,000.00) ("Contract Fee"), which shall be prorated for the 289 days of the first year to One Million, Four Hundred Forty Four Thousand One Hundred Twenty Eight Dollars (\$1,444,128.00) ("Initial Prorated Fee"). For all purposes in computing Subsequent Annual Fees, only the Contract Fee for the initial Contract Year shall be used, not the Initial Prorated Fee.

c. Subsequent Annual Fees. Each Annual Fee following the initial Contract Year shall be determined as follows:

1. FCMF shall submit a proposed budget ("Budget") to provide services under the Agreement setting forth the total Annual Fee requested for the next Contract Year. FCFD shall submit its proposed Budget to the General Manager by no later than March 31. The General Manager and Fire Chief shall meet to review and approve a final Budget and negotiate the Annual Fee for the upcoming Contract Year prior to April 30.

2. In the event the Parties are unable to negotiate an annual fee for the upcoming Contract Year by April 30 ("Fee Deadline"), then the Parties agree that the Annual Fee for the upcoming Contract Year shall be equal to the current Contract Year Annual Fee increased by three percent (3%) and any other costs authorized by this Agreement.

3. The portion of an Annual Fee that is not expended in a Contract Year for approved budgeted items, offset for financial demands resulting from bona fide emergencies or insurance or pension benefit liabilities, shall carry over as a credit to the following Contract Year Annual Fee, and any deficit incurred by FCFD in any Contract Year for for financial demands resulting from bona fide emergencies or insurance or pension benefit liabilities, shall be reimbursed by MHCSO within thirty days of billing by FCFD.

d. Transition Costs. The parties agree that FCFD will incur expenses in the transition leading up to the September 15, 2015. Therefore, MHCS D agrees to pay FCFD a Transition Fee for all expenses of any kind for equipment, including safety gear, and training and personnel costs necessary to hire and train personnel for FCFD in preparing to commence fire protection and emergency medical services under this Agreement on September 15, 2015. The Transition Fee shall be determined by the Fire Chief and General Manager within sixty (60) days of the execution of this Agreement and payable to FCFD within thirty (30) days of receipt of an invoice. FCFD shall not be responsible for any existing liabilities for fire protection and emergency medical services performed in or on behalf of MHCS D, including, but not limited to, any retirement system, vacation leave, sick leave, injury, workers compensation claims, and other forms of accrued benefits where applicable, and any pending or existing litigation of any type, whether incurred by itself or other parties, incurred prior to the later to occur of FCFD's commencement of provision of services under this Agreement or September 15, 2015.

e. Payment requirements. MHCS D shall pay FCFD the Annual Fee in monthly installments equal to one-twelfth of the Annual Fee by the fifteenth (15) of each month ("Due Date") during the term of this Agreement. However, for the initial Contract Year, the payment of the Initial Prorated Fee shall be paid to FCFD in monthly installments equal to one-tenth of the Initial Prorated Fee by the fifteenth (15) of each month commencing October 15, 2015. Payments received sixty (60) days after the Due Date shall include interest on the outstanding balance calculated at three (3) percent simple interest accruing as of the 60th day.

Section 5. Scope of Services

a. Transition of Services. FCFD and MHCS D shall collaborate in the transition period preparing for performance of this Agreement. MHCS D shall make its facilities and equipment available for assessment by FCFD upon reasonable request. FCFD shall provide a comprehensive Transition of Services Plan to the MHCS D General Manager within sixty (60) days of the execution of this Agreement for accomplishing the following tasks, including, but not limited to, time lines for progress and completion of said tasks:

1. Recruitment and staffing of personnel to provide services;
2. Training of personnel;
3. **Obtaining necessary certifications;**
4. A list of equipment and supplies FCFD will provide, pending MHCS D's acquisition of its own, which acquisition will occur on or before September 15, 2015;
5. A list of existing equipment and supplies MHCS D will provide;
6. A list of equipment and supplies that MHCS D will acquire on or before September 15, 2015;
7. A list of any facilities modifications and repairs required, which MHCS D shall accomplish on or before September 15, 2015; and

8. Participating in bi-weekly status meetings, either in person or by telephone, with the MHCS D General Manager on Tuesdays at 10:00 a.m., subject to availability of either participant, up to September 8, 2015.

b. Incident Response Area. FCFD shall provide all services identified below to all areas within the jurisdictional boundaries of MHCS D.

7. Planning, Coordination, Service Agreement, and Boundary Change.

A. The Parties agree to cooperate in good faith and participate in all planning as it relates to the provision of fire and emergency medical services which affect MHCS D, including meeting and conferring in the planning and pre-application phases.

B. MHCS D shall notify FCFD of all MHCS D ordinance changes concerning, related to, or affecting FCFD's provision of services under this Agreement.

c. Station location/staffing. The response configuration for MHCS D is based on one (1) station with two (2) engines, each with 2 personnel. FCFD shall use the Fire Station, as set forth in this Agreement, as the primary location for all staff and equipment during FCFD's performance of fire services as set forth in the Agreement. FCFD shall provide fire protection and emergency medical services in a manner consistent with the Agreement and within the staffing response guidelines established in the jointly adopted Service Level Criteria as set for in Attachment A including the use of both Parties vehicles, equipment, apparatus, and sufficient personnel to operate the vehicles, equipment, and apparatus, subject to the dual conditions that reasonably sufficient vehicles, equipment, apparatus, and personnel shall remain within MHCS D to assure adequate fire protection and emergency medical services to MHCS D, subject to the response configuration and minimum staffing levels specified in this agreement. In the event the demands of the MHCS D exceed the response configuration and minimum staffing resources upon which this Agreement is structured, FCFD agrees to use mutual and automatic aid agreements as may be necessary to supplement fire protection and emergency medical services. FCFD shall maintain a continuous twenty-four (24) hours per day, seven (7) days per week uninterrupted fire protection and emergency medical services consistent with the Service Level Criteria but subject to the response configuration and minimum staffing specified in this Agreement.

Within MHCS D boundaries, FCFD shall maintain a minimum staffing level of 4 personnel (2-2 person companies and 1 Duty Officer) per shift. Each company shall consist of a Company Officer and 1 Firefighter. In the absence of ranked positions, personnel working "out-of-class" (acting) will be used.

In the event that engine companies stationed in MHCS D leave the Mountain House for any reason, FCFD will arrange for appropriate back-up coverage to ensure that MHCS D has adequate response capability in the event of an incident.

The response configuration or minimum staffing specified in this Agreement shall only be changed upon mutual agreement of the Parties.

d. Equipment Requirements. During its performance of this Agreement, FCFD shall maintain the equipment levels set forth in Policy F216, a copy of which is contained in

Attachment B. In the event that an emergency extends beyond the mutually agreed extended commitment time, the FCFD shall obtain approval from the General Manager or his/her designee beyond the two-hour (2-hour) period in those instances outside of pre-existing agreements (pre-existing agreements include Master Mutual Aid, California Fire Assistance Agreement, Assistance for Hire (California Department of Forestry, and the Bureau of Land Management)).

e. Response levels. FCFD shall respond to incidents consistent with a Response Plan agreed to by the Fire Chief and General Manager. The Response Plan shall be established within sixty (60) days of the execution of this Agreement.

f. Mutual and Automatic Aid. FCFD shall participate in mutual and automatic aid agreements with fire protection providers that are contiguous with MHCS D and establish and maintain automatic aid agreements in areas in which service might be improved by such agreements so long as it is in the best interests of all parties to do so. FCFD may enter into such agreements on behalf of MHCS D only with the consent of the General Manager, which consent shall be timely and not unreasonably withheld.

g. BLS/ALS Requirements. FCFD will maintain, at a minimum, the level of Basic Life Support (BLS) response and apply to the appropriate County agency for Advanced Life Support (ALS) during the initial Contract Year.

h. Hazardous Materials Response. FCFD will provide First Response Operational Level (FRO) trained staff available to respond to Hazmat incidents, but as MHCS D is contracted with San Joaquin County Environmental Health Department for Hazmat services, FCFD will support EHD on all incidents within the MHCS D boundaries.

i. Rescue Services. FCFD will provide technical rescue services such as technical rope rescue, vehicle extrication, low angle rescue and will support the San Joaquin County Joint Urban Search and Rescue (USAR) Team in any required team response within MHCS D.

j. Community education. FCFD shall develop, implement and maintain fire prevention and public education programs within MHCS D including materials for use and dissemination of this information.

k. Fire Prevention/Inspections/Investigations. FCFD shall develop and submit for approval a fire prevention plan for MHCS D to the General Manager. FCFD shall also be responsible for the investigation of all fires, including cause and origin, within the MHCS D, and, upon request of MHCS D, review and propose fire codes, cost recovery, and ordinances for adoption by the MHCS D. FCFD shall administer and enforce all adopted fire codes and MHCS D ordinances and other applicable State and Federal Codes and regulations.

l. Other Fire Services. FCFD shall provide the following services during the term of this Agreement:

1. Maintain adequate records of activities as may be required by the Insurance Services Office and the California Office of the State Fire Marshal and develop a plan to obtain an ISO rating lower than the current rating.

2. The Parties shall take all reasonable steps, consistent with the obligations of each under this Agreement, to maintain all of MHCS D's facilities, apparatus, equipment, and its entire system in a good state of repair, and each at all times shall conduct its operations and perform its obligations under this Agreement in a safe and professional manner. Any changes or upgrade in equipment, apparatus or facilities shall be subject to the mutual approval of the Parties.

3. Participate in MHCS D's emergency management planning through the Fire Chief or designee and commit command staff (Lieutenant level and above) to the emergency operations center when activated. Such participation shall include cooperation in emergency preparedness exercises at least annually to exercise MHCS D's emergency management plan. In addition FCFD shall provide training as needed to support the emergency operations plan and the mission of the EOP.

4. The Fire Chief or designee shall attend meetings of the MHCS D Board of Directors, not exceeding six (6) per Contract Year.

5. FCFD agrees to provide MHCS D with regular reports and evaluations of the fire protection and emergency medical response services on a monthly basis and in a format agreed upon by both entities. This report shall be completed before the 15th day of the following month.

6. FCFD shall provide MHCS D financial reports on at least an quarterly basis. The financial reports will detail expenses for the MHCS D fire station and grouped by: personnel services, materials and services, and capital expenses.

7. The Parties shall keep each other informed of all new developments, issues, or concerns related to the efficient delivery of services provided pursuant to the Agreement.

8. FCFD shall treat service demands within MHCS D with the same priority and equality to ensure a consistent standard of performance and equal service level.

9. The Parties shall participate and coordinate efforts to obtain all available grants, reimbursements and related programs to enhance funding for MHCS D.

Section 6. Administration

a. Fire Chief Designation. The Fire Chief of FCFD is hereby designated as the Fire Chief of MHCS D and shall have and possess such authority as MHCS D' Ordinances and State/Federal law provide for the Fire Chief.

b. Liaison to MHCS D. FCFD designates the Fire Chief or his/her designee (at no time below the rank of Captain) as the direct liaison to the General Manager.

1. Liaison responsibilities shall include but are not limited to:

i. Attendance by the Fire Chief or his designee at Staff or MHCS D Board meetings, not exceeding six (6) per Contract Year; and

ii. Meetings as arranged between the Fire Chief and General Manager to discuss budget, operational or other issues which may arise.

2. The Liaison shall promptly notify the General Manager of the following events occurring within MHCSO:

i. Any fire in excess of two alarms;

ii. Any fire fatality;

iii. Major hazardous materials response;

iv. Serious response-related injury to any firefighter responding to service within MHCSO; and,

v. Any incident resulting in the closure of a business, evacuation of large numbers of citizens, or the displacement of any persons from their home for more than 24 hours.

3. The Fire Chief shall designate a person (at no time below the rank of Captain) who shall be responsible for on-site management of the day-to-day operation of the MHCSO fire station, including personnel scheduling, and maintain regular office hours at the station or other location.

c. Fire System Planning.

1. The Parties shall plan and coordinate the provision of fire protection and emergency medical services within MHCSO. The Parties will jointly coordinate with other fire and emergency medical service providers.

2. The Parties shall manage and administer fire protection and emergency medical services, current and future facility's needs, and any changes to boundary or service area. Both Parties mutually agree to meet and confer on all future expansion and changes in fire protection services (i.e. based on population/density, life safety, and calls for service, future development, and especially fiscal ability to pay for these services by the MHCSO.)

3. If MHCSO requires additional contract services to provide fire and emergency services to areas not currently served by MHCSO through its contract with FCFD, the Fire Chief and General Manager will negotiate a mutually acceptable amendment to this Agreement to provide such services which shall become effective upon approval by the governing bodies of FCFD and MHCSO and the expenses for which will augment the annual fee in the Contract Year in which the amendment is approved.

4. This sub-section shall not apply to those services provided under mutual aid, automatic and/or other interagency response agreements.

d. Fees/Revenues collection.

1. FCFD will assist MHCSO in the development of an appropriate fee schedule for fire services rendered in MHCSO by FCFD. FCFD will provide all documentation necessary to support the imposition of fees by MHCSO.

2. All fees and other revenues attributable to the provision of services rendered by resources funded by this Agreement shall be the property of MHCS D.

3. All fees and other revenues described in paragraph d above shall be collected by MHCS D with the assistance of FCFD when necessary.

e. Local Identity. Facilities owned and located inside the MHCS D shall have signage that includes the MHCS D marking and corporate seal. Vehicles owned by the MHCS D shall display a MHCS D seal, as approved by the General Manager in consultation with the Fire Chief. FCFD shall identify it serves MHCS D in all promotional and educational materials concerning MHCS D.

f. Reports and Records.

1. Records related to providing services to MHCS D under the terms of this Agreement shall be the property of both FCFD and MHCS D, except such records privileged or confidential by law.

2. FCFD will maintain sufficient records to enable MHCS D to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement and as such services relate to performance obligations which are provided for in other agreements which MHCS D has or may enter into (e.g., EMS First Responder Agreement). FCFD will submit, on MHCS D's behalf, all information required by requesting authorities (such as NFIRS, OSHA Industrial Injuries, etc.).

3. FCFD will maintain sufficient financial records related to the performance of services under this contract to enable MHCS D to seek financial reimbursement for disaster response, hazardous material and other incident response for which MHCS D may be eligible for reimbursement.

4. The Parties will provide to each other all financial and other reports reasonably related to the performance of their obligations under this Agreement as requested by the other Party.

5. Upon reasonable request by the General Manager, FCFD will make available its records for audit and inspection by the General Manager, or his or her designated representative.

6. MHCS D or its agent, at its sole expense, shall have access to any books, documents, and records of FCFD which are pertinent to its performance of this Agreement for the purposes of making an audit or examination. All books, records and supporting detail shall be retained for a period of five (5) years after the term of this contract. The Parties agree that in the event audit exceptions are determined by appropriate audit agencies, compliance shall be the responsibility of the Party responsible for the exception.

g. Fire Complaints and Requests for Service.

1. FCFD shall inform the General Manager of any and all complaints regarding the provision of services to MHCS D by FCFD.

2. FCFD shall reasonably endeavor to accommodate requests for service from the community, if available to do so consistent with the provision of fire protection and emergency medical services and maintenance obligations pursuant to this Agreement.

Section 7. Facilities

a. Buildings/real property.

1. Use of MHCS D Fire Station. MHCS D will provide FCFD use of the Fire Station located at 911 Tradition at the corner of Tradition and Mustang Way in Mountain House for performance of services to MHCS D under the terms of this Agreement. MHCS D will be provided use of these facilities at no cost to FCFD. Responsibility for maintenance of the building and grounds are as set forth below. None of the provisions of this Agreement shall be construed to create in FCFD any right, interest or ownership in any real property of MHCS D during this Agreement.

2. MHCS D Responsibility. MHCS D will be responsible for all structural, roof, electrical, plumbing, HVAC and other major building equipment, fenestration, landscape maintenance and other capital and facility maintenance, except as specified for accomplishment by FCFD below. The General Manager shall coordinate with the Fire Chief any MHCS D maintenance and repairs. The level of maintenance of the Fire Station will be consistent with the level of maintenance provided by MHCS D to other MHCS D owned facilities.

3. FCFD Responsibility. During the term of this Agreement, FCFD shall maintain the MHCS D facilities in a state of good repair, reasonable wear and tear excepted. FCFD shall be responsible for the routine maintenance including, but not limited to, day-to-day cleaning (e.g., vacuuming, trash pickup, mopping, etc.) and light maintenance and repairs (e.g., light bulb replacement, leaky faucet repair, routine landscaping, etc.) of the facilities utilized by FCFD in the execution of this agreement at no additional cost to MHCS D. The Parties shall establish a fixed maintenance schedule and related budgetary line item account for fire facilities and apparatus maintenance in the annual Budget. Additionally, the Parties shall keep track of all maintenance and repairs and make this information available to each other upon request. Damage caused by the negligent or intentional conduct of either Party or its employees shall be the responsibility of such Party at no additional cost to the other Party. The cost for operating and maintaining utilities in the Fire Station and any other MHCS D facilities used by FCFD will be the responsibility of FCFD, including charges for electricity, gas, telephone, water, refuse disposal, janitorial, and any related expenses provided to the facilities. FCFD will include these costs as an element of the annual proposed Budget it provides to the General Manager set forth in Section 4.c.1 of this Agreement.

4. Return upon termination. Upon termination of this Agreement, FCFD will vacate the Fire Station and any other MHCS D facility used by FCFD and shall remove all FCFD materials and equipment. Damage caused by the use of the facilities by FCFD or the removal of materials, equipment, or improvements will be repaired by FCFD. Reasonable wear and tear and any improvements previously approved by the General Manager will be excluded from this requirement.

b. Apparatus/Equipment/personal property.

1. Use of Equipment. MHCSD will provide FCFD use of MHCSD-owned apparatus and equipment identified in Attachment C and acquired by MHCSD during the term of this Agreement (MHCSD Equipment) for performance of services to MHCSD under the terms of this Agreement. MHCSD may purchase new equipment and apparatus, as necessary in order to maintain adequate service levels and to ensure safe working conditions. MHCSD Equipment owned by MHCSD and used by FCFD during the term of this Agreement shall be used for the sole benefit of and housed within MHCSD absent agreement by the General Manager. MHCSD Equipment may be used by FCFD outside of MHCSD in accordance with mutual and automatic aid agreements. Nothing in this Agreement shall be construed to create in FCFD any right, interest or ownership in any MHCSD Equipment during this Agreement. However, in the event MHCSD elects to sell any MHCSD Equipment during the term of this Agreement, subject to any applicable MHCSD Ordinances and State or Federal laws, including, but not limited, surplus property liquidation requirements, FCFD shall have a right of first refusal of said equipment.

2. MHCSD's Responsibility. MHCSD agrees to be responsible for all major apparatus and equipment repairs and/or replacements of MHCSD Equipment. In order to achieve economies of scale, MHCSD may authorize the FCFD to purchase equipment, apparatus and supplies on behalf of MHCSD at the exclusive expense of MHCSD. Recognizing that fire and emergency medical equipment, apparatus and supplies are specialized for these functions, MHCSD agrees to co-ordinate with FCFD specifications when MHCSD Equipment is purchased.

3. FCFD's Responsibility. During the term of this Agreement, FCFD shall maintain the MHCSD Equipment in a state of good repair and perform, reasonable wear and tear excepted, all routine maintenance and repairs, not exceeding an annual expense of Five Thousand Dollars (\$5,000.00). With prior approval of the General Manager, MHCSD will pay for all other equipment maintenance and repairs, including equipment replacement. The Parties shall establish a fixed maintenance schedule and related budgetary line item account for fire equipment maintenance in the annual proposed Budget set forth in Section 4.1.c of this Agreement. Subject to the limitations above, FCFD agrees to regularly maintain in accordance with routine and manufacture's recommendations all MHCSD fire station apparatus and equipment.

FCFD shall pay for subscription and dispatch costs related to fire and emergency medical service communications. FCFD will include these costs as an element of the compensation paid by MHCSD.

4. Return upon termination. Upon termination of this Agreement, FCFD will deliver to MHCSD all MHCSD owned equipment and apparatus forthwith in good and serviceable condition, reasonable wear and tear excepted.

5. Capital Replacement Program. MHCSD, in consultation with FCFD, shall develop a long-term capital and fixed asset replacement schedule/program for facilities, apparatus, and equipment owned by MHCSD.

c. Personnel.

All employees providing services on behalf of FCFD will be employees of FCFD. MHCSO is not liable for compensating FCFD employees. MHCSO shall not be liable for the direct payment of any salary, wages, or other compensation to FCFD personnel performing services hereunder for MHCSO, or any liability other than that provided in this Agreement. MHCSO shall not be directly liable for compensation or indemnity to any FCFD employee for injury or sickness arising out of his/her employment.

Section 8. Indemnification

a. MHCSO Indemnification, Hold Harmless and Defense. To the fullest extent permitted by law, FCFD shall indemnify, hold harmless and defend MHCSO, its directors, officers, employees, agents and authorized volunteers, and each of them (collectively referred to as "MHCSO Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSO's property, arising out of FCFD's alleged negligence, or wrongful acts related to or in connection with FCFD's performance of duties under the terms and conditions of this Agreement.

b. FCFD Indemnification, Hold Harmless and Defense. To the fullest extent permitted by law, MHCSO shall indemnify, hold harmless and defend FCFD, its directors, officers, employees, agents and each of them (collectively referred to as "FCFD Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to FCFD's property, arising out of MHCSO's alleged negligence, or wrongful acts related to or in connection with MHCSO's performance of duties under the terms and conditions of this Agreement.

c. Force Majeure. It is agreed that neither Party shall be responsible for delays in or failure to perform this Agreement when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either Party.

d. Indemnification Obligations Survive Termination. The obligations created by Section 8.a and 8.b shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 9. Insurance

a. General and Auto Liability. FCFD shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) in the aggregate, insuring all liability of FCFD, including its authorized representatives arising out of and in connection with the provision of service by FCFD under this

Agreement, including the use and/or occupancy of MHCSO owned equipment, apparatus, real property and premises.

MHCSO, its officers, agents and employees shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that FCFD coverage is the primary insurance and that no other insurance affected by MHCSO will be called upon to contribute to a loss under this coverage. FCFD shall furnish MHCSO with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by MHCSO or on other forms provided those endorsements conform to MHCSO requirements. All certificates and endorsements are to be received and approved by the General Manager. MHCSO reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time. All policies shall not be canceled except after thirty (30) days written notice to the MHCSO, ten (10) days-notice if cancellation is due to nonpayment of premium.

b. Property Liability. FCFD shall maintain property insurance at replacement value of MHCSO owned licensed and non-licensed vehicles, equipment, and apparatus FCFD uses for property damage arising out of and in connection with the provision of service by FCFD under this Agreement. FCFD shall not be responsible or liable for MHCSO owned licensed and non-license vehicles, equipment, and apparatus damages attributable to, "acts of nature", manufacturer's defective design and/or construction, general wear and tear, or inadequate maintenance by MHCSO in accordance to the manufacturer's specifications.

FCFD will not maintain any insurance for MHCSO owned real property and buildings, or the contents of MHCSO owned buildings (unless otherwise specified in this Agreement), including but not limited to, MHCSO owned fire stations.

FCFD shall furnish MHCSO with original certificates effecting coverage required by this Agreement. Any irregularity regarding such certificates shall be resolved by the General Manager, Fire Chief and FCFD's insurance broker or company. MHCSO reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

c. Worker's Compensation. FCFD shall maintain Workers Compensation Insurance as required by the State of California and Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than Five Million Dollars (\$5,000,000.00) per accident for bodily injury or disease. FCFD shall provide MHCSO with an endorsement that its Workers Compensation insurer waives the right of subrogation against MHCSO, its officers, officials, employees and volunteers for all claims on or after the effective start date of FCFD's performance of this Agreement.

Section 10. Miscellaneous.

a. Termination

1. Termination without Cause. Either Party may termination this Agreement without cause by providing Three Hundred and Sixty Five Days (365) written notice.

2. Transition of Service upon Termination. Within 180 days of a notice of termination by either party, a transition plan shall be developed and agreed to between MHCS D and FCFD. The transition plan shall be initiated within three (3) months of its approval.

b. Notices. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

For MHCS D

President, Board of Directors
230 S. Sterling Drive, Suite #100
Mountain House, CA 95391

For FCFD

Chairman, Board of Directors
310 E. French Camp Road
French Camp, CA 95231

Either party upon written notice may change such addresses to the other party given as provided in this section.

c. Interpretation. All Parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. Dispute Resolution by Mediation and Arbitration. Except as otherwise provided in this Agreement or as otherwise agreed, any dispute arising out, related to or concerning this Agreement or its breach, misinterpretation or misapplication in any respect, the parties agree to resolve exclusively through binding arbitration under the rules of the American Arbitration Association for Real Estate and Construction, and the parties consent to waive and waive the right to seek adjudication of any and all disputes arising out, related to or concerning this Agreement or its breach, misinterpretation or misapplication in any respect, in the courts of this State, except as to provisional remedies below in connection with pending arbitration, and waive any and all claims to lost profits, incidental or consequential damages. The judgment or award rendered in any such arbitration may be entered in any court having jurisdiction and shall be final and binding upon the parties. The arbitration shall be conducted and determined in accordance with the provisions of Title 9 of the California Code of Civil Procedure (Code Civ. Proc. §§ 1280 et seq.), except to the extent that the procedures mandated by said rules, statutes and laws are modified as provided in this Section.

(1) Mediation. The parties shall, before the commencement of arbitration proceedings, attempt in good faith to settle their dispute by mediation.

(2) **Provisional Remedy.** Each of the parties reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.

(3) **Discovery.** The parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure, section 1283.05. All discovery disputes shall be resolved by the arbitrator.

(4) **Consolidation.** Any arbitration hereunder may be consolidated by the American Arbitration Association with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one (1) arbitrator. Any disputes over which arbitrator shall hear any consolidated matter shall be resolved by the American Arbitration Association.

(5) **Power and Authority of Arbitrator.** The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement or to grant any remedy which is prohibited by the terms of this Agreement.

(6) **Costs.** The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, costs for the use of facilities during hearings, shall be borne equally by the parties. In all disputes of any kind, the Parties shall otherwise bear their own attorneys' fees, expert fees and costs incurred in prosecution or defense.

e. **Forum Law.** The Laws of the State of California shall govern this Agreement. Venue shall be in San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

f. **Amendments of Agreement.** This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the Parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties approved by the respective Parties legislative bodies.

g. **Counterpart Execution.** This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

h. **Severability.** If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then such remaining provision of this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties.


i. **Further Assurances.** Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may

be reasonably necessary to carry out the Agreement and to provide and secure to the other party or parties, the full and complete enjoyment of its rights and privileges hereunder.


j. Time. Time is of the essence of each and every provision hereof.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by authorized representatives of the respective parties.

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT,
a California Community Services District

By: 
Name: Edwin Pattison
Title: General Manager
Date: May 22, 2015

FRENCH CAMP MCKINLEY RURAL COUNTY FIRE PROTECTION DISTRICT
a California Rural Fire Protection District

By: 
Name: Paul Tualla
Title: Fire Chief/CEO
Date: May 22, 2015

LIST OF ATTACHMENTS

- Attachment A: Service Level Criteria
- Attachment B: Policy F216
- Attachment C: Apparatus and Equipment Inventory

ATTACHMENT A

ATTACHMENT "A"

SERVICE LEVEL CRITERIA

Response Time.

On a single unit incident, FCFD shall arrive at the scene of an emergency incident within eight minutes (8:00) minutes or less from the time that the Company is first dispatched for 90% of all incidents. This is based upon a high suburban population in a career agency set forth in recommended standards from the San Joaquin County Chief's Association. In multiple unit incidents, the first due company shall arrive at the scene of an emergency incident within eight (8:00) minutes or less from the time that the company is first dispatched for 90% of all such incidents. The remaining units in the first alarm assignment shall arrive at the scene of the incident within fifteen (15) minutes or less from the time that the first due company is dispatched for 90% of all such incidents. This is in accordance to the SJCO Fire Chiefs Association matrix and NFPA 1710.

Data on response times will be provided to the Mountain House General Manager within 30 days of the calendar quarter in which the responses occur.

In the event that the FCFD is unable to meet the established response time standards, the Fire Chief and the General Manager shall confer regarding FCFD ability to meet the above stated performance standards and to ensure such performance standards are met in the future at their regularly scheduled meeting.

Emergency Medical Services Response

Emergency Medical Response Service shall be provided in accordance with the contract. In responding to Emergency Medical incidents, each engine company will be staffed with (2) EMT trained personnel. In the event that Reserve Firefighter Staffing is used, the engine will be staffed with (1) EMT and (1) EMR trained personnel meeting the requirements for a Basic Life Support (BLS) response.

Chief Officer Coverage.

FCFD will provide a Chief Officer response for all first alarm fire and multiple apparatus incidents. For extended attack incidents, FCFD will also provide an additional Chief response, as well as sufficient management staff to fill all necessary Incident Command System positions as requested by the Incident Commander.

Automatic and Mutual Aid

FCFD shall provide necessary services to meet the MHCSD's obligations with respect to mutual aid in accordance with but not limited to the San Joaquin County Fire Mutual Aid Plan, and all appropriate state of California interagency service agreements. FCFD shall work to develop expanded mutual aid, automatic aid and mutual response areas with other fire departments adjacent to MHCSD boundaries. FCFD may enter into such agreements on behalf of the MHCSD only with the consent of the MHCSD.

ATTACHMENT B

French Camp McKinley Fire District Policy F 216

DRAFT COPY

F 216- Minimum Staffing and Equipment Levels

216.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for minimum staffing levels on emergency vehicles, available apparatus and to ensure proper supervision is available for all shifts.

216.2 POLICY

Day to Day staffing the Fire District will maintain two (2) on-duty personnel to be available to respond on apparatus at the French Camp Fire Station. Adequate reserve apparatus will be available for callback and Reserve personnel to staff.

Day to Day staffing for Mountain House will be based upon contractual agreements. The current staffing required are two (2) apparatus be staffed with a minimum of two (2) personnel. Each apparatus staffed shall have a Company officer and a Firefighter available for responses.

There will be one (1) Chief Officer / Duty Officer available for emergency responses for both French Camp Fire and Mountain House CSD response areas.

Additional available apparatus will be moved to facilitate adequate coverage for the respective stations.

Should staffing Levels drop below these levels, a mandatory call to the Duty Officer be made to arrange for minimum staffing and equipment levels to ensure Firefighter and Public Safety.

ATTACHMENT C

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
2	7/26/2005	2801 Router w/inline Power	1	\$ 1,659.88	1	IS
3	7/26/2005	Cisco 3600 1PT RJ-48 Multiflex	1	\$ 910.49	1	IS
4	7/26/2005	9Port ENET Switch-HWIC w/Poe	1	\$ 756.41	1	IS
5	10/18/2005	HP LaserJet 1320 Printer	1	\$ 435.40	1	IS
6	1/19/2006	Table and chair set	1	\$ 1,222.98	1	RD
7	9/26/2005	Preacher curl w/adjustable seat	1	\$ 242.44	1	DR
8	9/26/2005	Adjustable decline to incline work bench	1	\$ 317.87	1	DR
9	9/26/2005	3-Tier Pro Style Dumbbell Rack	1	\$ 296.31	1	DR
10	9/26/2005	4-Way Combo Bench	1	\$ 484.88	1	DR
11	9/26/2005	Olympic Plate Holder	1	\$ 80.81	1	DR
12	9/26/2005	Leg Curl / Leg Extension w/Adjustable Roller Pads	1	\$ 360.96	1	DR
13	9/26/2005	Olympic EZ Curl Bar no Collars Included	1	\$ 32.33	1	DR
14	9/26/2005	#500 Olympic Set w/#1500 Test	1	\$ 322.17	1	DR
15	9/26/2005	Olympic plate - 45 lbs	4	\$ 85.32	4	DR
16	9/26/2005	#5 to #50 Set / #5 increments Dumbbells	1	\$ 325.94	1	DR
17	9/26/2005	VTX Solid Dumbbell 60 lb	2	\$ 71.12	2	DR
18	10/20/2005	91Ti Treadmill - 3HP DC & Life pulse	1	\$ 3,770.17	1	DR
19	12/16/2005	Toshiba 20" TV	1	\$ 223.49	1	RD
20	10/14/2005	Speakers, GE	5	\$ 204.73	?	EO
21	10/7/2005	Laz-Boy Rediners	4	\$ 1,718.03	4	RD
22	9/27/2005	Twin Mattresses	6	\$ 1,260.67	5&1 SSF	RD
23	11/2/2005	Wood Beds	6	\$ 5,172.00	5&1 SSF	RD
24	11/2/2005	Night Stands	4	\$ 1,077.50	4	RD
25	10/21/2005	283 Piece tool set	1	\$ 344.79	1	TB
26	10/21/2005	Drill 14.4V	1	\$ 64.64	0	TB
27	10/21/2005	Liner roll	1	\$ 23.69	1	TB
28	10/21/2005	9" Level	1	\$ 10.76	1	TB
29	10/21/2005	18 Piece screw driver set	1	\$ 32.31	1	TB
30	10/21/2005	6 Piece pliers set	1	\$ 53.86	1	TB
31	10/21/2005	Utility knife	1	\$ 5.38	1	TB
32	10/21/2005	12" square, combination	1	\$ 12.92	0	TB
33	10/21/2005	2 Piece adjustable wrench set 10" & 12"	1	\$ 34.47	1	TB
34	10/21/2005	2 Piece adjustable wrench set 6" & 8"	1	\$ 23.69	Missing 8"	TB
35	10/21/2005	6 Piece punch/chisel set	1	\$ 16.15	1	TB
36	10/21/2005	Ball hammer 16 oz	1	\$ 17.23	1	TB
37	10/21/2005	Hammer	1	\$ 5.38	1	TB
38	10/21/2005	Measuring tape	1	\$ 16.15	0	TB
39	10/21/2005	Wire Brush, with curved handle	1	\$ 3.22	1	TB
40	9/21/2005	13 Piece Bit set	1	\$ 21.54	1	TB
41	9/21/2005	14 Piece screw guide set	1	\$ 8.61	?	TB
42	9/21/2005	5-Drawer Tool Chest	1	\$ 193.95	1	TB
43	9/16/2005	Bunn VPR Pour over Coffee Brewer	1	\$ 231.66	1	RD
44	9/16/2005	3 Coffee Pot Set w/Stainless Steel Base	2	\$ 64.65	1	RD
45	9/18/2005	Stainless Steel Flatware set	1	\$ 56.89	1	RD
46	9/20/2005	Vise 5"	1	\$ 48.48	1	RD
47	11/7/2005	9" soup bowl set	1	\$ 27.21	2	RD
48	11/7/2005	Eureka Commercial Vacuum	1	\$ 168.98	1	RD
49	1/7/2005	Presto Ironing Board	1	\$ 23.80	1	RD
50	1/7/2005	Conair Steam & Dry Iron	1	\$ 20.22	0	RD
51	1/7/2005	Mixing bowl set	1	\$ 33.33	1	RD
52	1/7/2005	Aluminum 16 quart stock pot	1	\$ 25.59	1	RD
53	11/9/2005	12 gal Shop Vacuum	1	\$ 64.64	1	RD
54	11/9/2005	50" garden hose	2	\$ 53.85	2	RD
55	11/9/2005	100" garden hose	1	\$ 48.48	1	RD
56	11/9/2005	Pistol grip sprayer	3	\$ 25.83	3	RD

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
57	11/11/2005	Sink set	1	\$ 7.53	1	RD
58	11/11/2005	Drawer Organizer	1	\$ 10.76	1	RD
59	11/11/2005	Wall Clock	3	\$ 64.62	1	RD
60	11/11/2005	Wall Clock	1	\$ 26.93	1	RD
61	11/11/2005	5 Piece tray set	1	\$ 30.17	1	RD
62						
63	5/16/2003	Pierce Dash Pumper, VIN 4P1CT02H83A003192	1	\$ 359,146.31	1	TB
64	6/11/2003	Partner 700-A saw, gas circular saw	1	\$ 860.92	1	JL
65	6/11/2003	Blades, abrasive 14" X1 / 8"X1 Metal	2	\$ 12.91	1	JL
66	6/11/2003	Black & Decker reciprocal saw, 24V cordless	1	\$ 429.92	OOS	JL
67	6/11/2003	AC/DC converter Black & Decker	1	\$ 134.69	OOS	JL
68	6/11/2003	Blades, abrasive 14" X1 / 8"X1 Concrete	2	\$ 12.91	1	JL
69	5/25/2004	UltraLite SCBA Air masks	5	\$ 17,679.51	2	SB
70	4/26/2004	Face piece assembly	5	\$ 1,372.20	2	SB
71	10/18/2003	Nightmare Rescue Strut w/combo strap	1	\$ 761.43	REMOVED	
72	7/25/2003	SCBA Cylinder Bottles	10	\$ 5,387.50	8&2 SSF	SB
73	7/25/2003	Bottle carrier	4	\$ 349.11	2&2 SSF	SB
74	9/4/2003	Kit amplifier w/bracket & voicemeter - SCBA	9	\$ 2,527.36	2&7 SSF	SB
75	9/4/2003	Face piece assembly	10	\$ 2,744.39	2&8 SSF	SB
76	8/7/2003	Swiftwater "Cow Tail" tether	3	97.7	3	LV
77	6/28/2003	U3800 Master Station	1	\$ 517.20	1	EO
78	6/28/2003	DC Cord	3	\$ 290.93	3	EO
79	6/28/2003	Power Cord	1	\$ 74.35	1	EO
80	6/28/2003	Jump Cord	2	\$ 204.73	2	EO
81	6/28/2003	5 Pin connection	4	\$ 129.30	4	EO
82	6/28/2003	PTT Switch	2	\$ 38.77	2	EO
83	6/28/2003	SW Guard	2	\$ 15.09	2	EO
84	6/28/2003	Headset	4	\$ 1,163.70	4	EO
85	6/28/2003	Gel Ear protection	4	\$ 73.27	4	EO
86	6/28/2003	Mic Sock	4	\$ 12.93	4	EO
87	6/28/2003	MCS VHF Type 1 Mobile Dash Mount Radio	1	\$ 1,616.25	1	EO
88	6/28/2003	Motorola HT1000 VHF 16 Channel Radio	4	\$ 3,534.20	4	EO
89	6/28/2003	Radio Charger	3	\$ 808.13	3	EO
90	6/28/2003	Radio Headset	1	\$ 317.86	1	EO
91	6/28/2003	Radio cable 1000	1	\$ 178.87	1	EO
92	6/28/2003	DC Inter Mod	2	\$ 883.55	2	EO
93	6/5/2003	Hose Clamp 1.5	4	\$ 181.02	2	JL
94	6/5/2003	McLeod Tool	4	\$ 254.29	2	JL
95	6/5/2003	Pulaski tool	2	\$ 64.65	2	JL
96	6/5/2003	Forestry shovel	2	\$ 64.65	2	JL
97	6/5/2003	Forestry 1.5 coupled hose	16	\$ 2,292.92	10	JL
98	6/5/2003	Dura-Built 1.75 hose	32	\$ 3,062.51	32	JL
99	6/5/2003	Dura-Built 2.5 hose	20	\$ 2,693.75	20	JL
100	6/5/2003	4" coupled hose	12	\$ 5,559.90	10	JL
101	7/3/2003	Sihl Chainsaw	1	\$ 618.01	1	JL
102	7/3/2003	Carbide Chain	2	\$ 213.35	2	JL
103	7/3/2003	Chain	2	\$ 21.55	1	JL
104	8/4/2003	Miscellaneous EMS supplies (BLS Equipment)		\$ 1,816.04	6 Replaced with ALS	BA
105	9/26/2003	PMS Forerunner I/ECG Refurbished SN 200037109	1	\$ 1,616.25	6 Replaced with ALS	BA
106	8/19/2003	15 Piece drill bit set	1	\$ 64.64	0	TB
107	8/19/2003	Drill Bit, 1/8" x 1/2"	1	\$ 26.93	0	TB
108	8/7/2003	Wrench combination 1/4"	1	\$ 4.84	1	TB
109	8/7/2003	Wrench combination 11/32"	1	\$ 5.92	1	TB
110	8/7/2003	Wrench combination 5/16"	1	\$ 5.38	1	TB

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
111	8/7/2003	SD Set, 30 piece	1	\$ 53.86	1	TB
112	8/7/2003	Pipe wrench 18"	1	\$ 32.31	1	TB
113	8/7/2003	Heavy duty magnet	1	\$ 10.76	1	TB
114	8/7/2003	2 Piece 6" pliers	1	\$ 21.54	1	TB
115	8/7/2003	Knife	1	\$ 5.38	1	TB
116	8/7/2003	Ratchet 3/8"	1	\$ 16.15	1	TB
117	8/7/2003	Hex Ket Set	1	\$ 10.76	1	TB
118	8/7/2003	Measuring tape, lock bottom	1	\$ 15.07	1	TB
119	8/7/2003	Wire brush	1	\$ 2.47	1	TB
120	8/7/2003	Hacksaw	1	\$ 26.93	1	TB
121	8/7/2003	20" steel tool box	1	\$ 26.93	1	TB
122	8/7/2003	Utility case	1	\$ 5.38	1	TB
123	8/7/2003	Socket 13/16" 6PT 1/2"	1	\$ 4.30	1	TB
124	8/7/2003	Pipe Wrench, 14"	1	\$ 23.69	1	TB
125	8/7/2003	9 Piece socket set	1	\$ 17.23	1	TB
126	8/7/2003	Socket 5/8"	1	\$ 4.30	1	TB
127	8/7/2003	2 Piece wrench set	1	\$ 26.93	1	TB
128	8/7/2003	12" Mill Bastard	1	\$ 8.61	1	TB
129	8/7/2003	Battery Brush	1	\$ 5.38	1	TB
130	8/7/2003	Extension bar 3/8"	1	\$ 5.38	0	TB
131	8/7/2003	Hammer	1	\$ 23.69	1	TB
132	8/7/2003	6 Piece pliers set	1	\$ 64.64	1	TB
133	8/25/2003	Urban rescue backpack	1	\$ 231.11	REPLACED	TB
134	10/23/2003	Traffic cone 12"	4	\$ 25.86	4	SA
135	10/23/2003	Rope Bag	1	37.71	0	LV
136	8/27/2003	Throwline bag	1	38.47	0	LV
137	10/23/2003	Rocker Combination wrench	8	\$ 163.35	8	SA
138	10/28/2003	Streamlight Battery stick (replacement)	6	\$ 193.95	REPLACED	SA
139	10/28/2003	Rocker Combination wrench	9	\$ 183.77	8	SA
140	6/10/2003	Bullard Thermal Imager	1	\$ 13,175.00	1	SA
141	6/10/2003	Truck mount	1	\$ 409.45	1	SA
142	5/29/2003	Step Chock	4	\$ 387.90	2	DR
143	5/29/2003	Hurst Mighty-lite 32"	1	\$ 7,247.27	1	DR
144	5/29/2003	Hurst X-tractor cutter	1	\$ 4,258.28	1	DR
145	5/29/2003	Hurst 30' extension hose	4	\$ 1,784.34	1	DR
146	5/29/2003	Hurst Power unit	1	\$ 4,363.88	1	DR
147	5/29/2003	Hurst chain & shackle package	1	\$ 689.60	1	DR
148	5/29/2003	Hurst Ram	1	\$ 2,421.14	1	DR
149	5/29/2003	Heavy rescue plates	1	\$ 585.08	1	DR
150	5/29/2003	Hurst attachment set	1	\$ 869.54	1	DR
151	5/29/2003	Hurst manifold block	1	\$ 540.91	1	DR
152	5/29/2003	Hurst Manual rewind reel	1	\$ 2,536.44	1	DR
153	5/29/2003	Strut truck kit	1	1826.36	1	DR
154	5/29/2003	Air Chisel kit	1	\$ 509.66	1	DR
155	5/29/2003	Honda gas blower 18"	1	\$ 1,993.38	1	JL
156	5/29/2003	TFT Nozzle 1NH	1	\$ 617.41	1	SA
157	5/29/2003	TFT Midmatic nozzle 1.5NH	4	\$ 2,892.01	REPLACED	SA

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
158	5/29/2003	TFT Mid-force nozzle w/shutoff 1.5NH	2	\$ 1,583.93	5	SA
159	5/29/2003	TFT Ball valve	2	\$ 3,047.17	1	SA
160	5/29/2003	TFT Nozzle 2.5NH (Metro II)	1	\$ 621.72	1	SA
161	5/29/2003	TFT Crossfire Safe-Tak 1250 monitor	1	\$ 3,353.18	1	SA
162	5/29/2003	TFT Truck mount adapter	1	\$ 254.29	1	SA
163	5/29/2003	TFT PG Ball valve 1.5NH	1	\$ 270.45	1	SA
164	5/29/2003	TFT smooth bore tip 1/2 1.5NH	1	\$ 48.49	1	SA
165	5/29/2003	PVC draft hose coupled	20'	\$ 488.11	2 x 10'	JL
166	5/29/2003	LTWT RL cap w/chain	1	\$ 42.02	1	SA
167	5/29/2003	LTWT 30 DEG Elbow (3" to 4.5")	1	\$ 247.83	1	SA
168	5/29/2003	Firefighter escape line	4	297.39	4	SA
169	5/29/2003	5STZX4.5 NHF swivel adapter	1	\$ 134.69	1	SA
170	5/29/2003	5STZX4.5 NHM rigid adapter	1	\$ 116.37	1	SA
171	5/29/2003	LTWT RL REDCR adapter	6	\$ 77.58	4	SA
172	5/29/2003	LTWT RL double female swivel adapter, 2.5NHFX2.5	3	\$ 64.65	3	SA
173	5/29/2003	LTWT RL double female swivel adapter, 1.5NHFX1.5	3	\$ 45.26	2	SA
174	5/29/2003	LTWT RL double female swivel adapter, 6NHFX4.5	1	\$ 183.18	1	SA
175	5/29/2003	LTWT RL Double male coupler, 2.5NHMX2.5	3	\$ 38.79	3	SA
176	5/29/2003	LTWT RL Double male coupler, 1.5NHMX1.5	3	\$ 29.09	2	SA
177	5/29/2003	LTWT RL Double female swivel adapter, 5NHFX4.5	1	\$ 113.14	1	SSF SA
178	5/29/2003	LTWT RL Double male coupler 6NHMX4.5	1	\$ 96.98	1	SA
179	5/29/2003	LTWT RL REDCR Adapter 5NHFX4.5	1	\$ 107.75	1	SSF SA
180	5/29/2003	LTWT RL double female swivel 4.5NHFX4.5	1	\$ 73.27	1	SA
181	5/29/2003	LTWT RL double male coupler 4.5NHMX4.5	2	\$ 125.00	2	SA
182	5/29/2003	LTWT RL double female swivel 4.5NHFX2.5	2	\$ 140.08	1	SA
183	5/29/2003	LTWT LH Swivel adapter 2.5NHFX4.5	1	\$ 99.13	1	SA
184	5/29/2003	2.5 NHMX2-2.5NHFX	1	\$ 377.13	1	SA
185	5/29/2003	Gated Wye	2	\$ 282.84	2	SA
186	5/29/2003	Foam eductor	1	\$ 390.06	1	SA
187	5/29/2003	Gated Wye 4.5	1	\$ 741.32	1	SSF SA
188	5/29/2003	Kbrite barrel strainer	2	\$ 224.12	1	SA
189	5/29/2003	5" hose clamp	1	\$ 326.48	1	SA
190	5/29/2003	STZ Wrench	8	112.06	REMOVED	SA
191	5/29/2003	STZ Wrench holder	2	90.51	REMOVED	SA
192	5/29/2003	Wrench Holder	3	303.86	REMOVED	SA
193	5/29/2003	Hay hook	4	\$ 24.78	4	SA
194	5/29/2003	Lock out kit	1	\$ 106.13	1	SA
195	5/29/2003	Rescue knife	1	\$ 40.95	1	SA
196	5/29/2003	Quick-Loc mounting plate 2.5	6	\$ 181.02		SA
197	5/29/2003	Quick-Loc mounting plate 1.5	4	\$ 125.00		SA
198	5/29/2003	LTWT Mounting plate 2.5 male	4	\$ 43.10	4	SA
199	5/29/2003	LTWT Mounting plate 1.5 male	4	\$ 38.79	4	SA
200	5/29/2003	Canvass salvage cover	2	\$ 198.26	1	SA
201	5/29/2003	Canvass hall runner	2	\$ 62.50	1	SA
202	5/29/2003	Canvass debris	1	\$ 68.96	1	SA
203	5/29/2003	Scoop shovel	1	\$ 34.48	1	SA
204	5/29/2003	Sledgehammer	1	\$ 18.32	1	SA

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
205	5/29/2003	K-tool w/pouch and key tools	1	\$ 130.37	1	SA
206	5/29/2003	36" curved squeegee	1	\$ 87.28	1	SA
207	5/29/2003	60" handle	1	\$ 23.71	1	SA
208	5/29/2003	Broom head 30"	1	\$ 23.71	1	SA
209	5/29/2003	Sprinkler stop valve	2	\$ 89.43	REMOVED	SA
210	5/29/2003	Wrench for A-2	1	\$ 19.40	REMOVED	SA
211	5/29/2003	Sprinkler head cabinet	1	\$ 23.71	REMOVED	SA
212	5/29/2003	30" hooligan tool	1	\$ 132.53	REMOVED	SA
213	5/29/2003	36" hooligan tool	1	\$ 140.08	1	SA
214	5/29/2003	Mounting brackets	2	\$ 96.98	REMOVED	SA
215	5/29/2003	TNT tool 6.5 lb, 30"	2	\$ 409.45	1	SA
216	5/29/2003	Pry axe w/std claw	1	\$ 164.86	1	SA
217	5/29/2003	Power drive	2	\$ 53.88		TB
218	5/29/2003	Flathead axe 36"	2	\$ 112.06	2	SA
219	5/29/2003	Pick head axe 36"	1	\$ 59.26	1	SA
220	5/29/2003	Featherlight pike pole	1	\$ 57.11	1	SA
221	5/29/2003	Featherlight pike pole	1	\$ 66.81	1	SA
222	5/29/2003	Roof vent hook	1	\$ 71.11	1	SA
223	5/29/2003	Ceiling wall hook	1	\$ 102.36	1	SA
224	5/29/2003	2.5 gallon water bracket	1	\$ 60.34	1	SA
225	5/29/2003	Vehicle Bracket	1	\$ 28.02	1	SA
226	5/29/2003	Dual mount nozzle	1	\$ 53.88	1	SA
227	5/29/2003	Bolt cutter 36"	1	\$ 199.34	1	SA
228	5/29/2003	Binoculars, Bushnell	1	\$ 70.04	1	SA
229	5/29/2003	Streamlight SL20X flashlights	4	\$ 387.90	REPLACED	SA
230	5/29/2003	Litebox fire system Streamlight	2	\$ 96.98	1	SA
231	5/29/2003	Justrite 1-gallon Red Type 1	3	\$ 103.44	3	SA
232	5/29/2003	Round gas can 9"	3	\$ 158.40	REMOVED	SA
233	5/29/2003	Barricade tape	4	\$ 43.10	1	SA
234	5/29/2003	Traffic cone 18"	4	\$ 34.48	4	SA
235	5/29/2003	Safet T Triangle Kit	1	\$ 29.09	1	SA
236	5/29/2003	1000w Generator w/500w flood light kit	1	\$ 1,039.79	1	JL
237	5/29/2003	100' black electrical cable kit	2	\$ 344.80	1	JL
238	5/29/2003	Rope bag blue	3	61.42	1	LV
239	5/29/2003	Flood port light	1	\$ 296.31	1	SA
240	5/29/2003	GFI junction box	1	\$ 296.31	REMOVED	SA
241	5/29/2003	KMI II rope blue	300	255.37	1	LV
242	5/29/2003	Rope bag orange	1	25.86	1	LV
243	5/29/2003	Throwline bag	2	62.5	3	LV
244	5/29/2003	Firewater (NO LONGER USED)	4	\$ 90.51		SA
245	5/29/2003	Turtle tile	108	\$ 872.05	108	TB
246	5/29/2003	Come-A-long	1	\$ 269.38	REMOVED	
247	5/29/2003	Extinguisher ABC 20#	1	\$ 303.86	1	SA
248	5/29/2003	Vehicle Bracket 20#	1	\$ 53.88	1	SA
249	5/29/2003	1/2" Gibbs ascender	2	116.37	2	LV
250	5/29/2003	Single rescue pulley	5	339.41	4	LV
251	5/29/2003	Hose pack	2	\$ 183.18	2	JL

**TRACY FIRE STATION 98
MOUNTAIN HOUSE INVENTORY**

	A	B	C	D	E	F
1	DATE ACQUIRED	ITEM/DESCRIPTION	QUANTITY	TOTAL COST	Actual #	Coordinator
252	5/29/2003	Descender	5	\$ 237.05	0	LV
253	5/29/2003	Tubular webbing green	50	\$ 16.16	50	LV
254	5/29/2003	Tubular webbing yellow	120	\$ 38.79	120	LV
255	5/29/2003	Tubular webbing blue	150	\$ 48.49	150	LV
256	5/29/2003	Tubular webbing orange	200	\$ 64.65	200	LV
257	5/29/2003	Heavy rescue organizer	1	\$ 77.58	1	LV
258	5/29/2003	Rescue Source PFD "Fury" (extrasport)	3	\$ 517.20	3	LV
259	5/29/2003	Gerber rescue knife	3	\$ 84.05	3	LV
260	5/29/2003	Whistle orange	3	\$ 19.40	3	LV
261	5/29/2003	Load release strap	3	\$ 64.65	1	LV
262	5/29/2003	Steel LAR lock	20	\$ 344.80	12	LV
263	5/29/2003	Heavy duty jumper cables	1	\$ 62.50	1	LV
264	5/29/2003	Male edge	48	\$ 111.20	0	LV
265	5/29/2003	Web gear no pack	4	\$ 215.50	0	JL
266	5/29/2003	Canteen flask, 1 quart	4	\$ 33.40	0	JL
267	5/29/2003	Pelican case for Air Bag System	1	\$ 118.53	1	DR
268	5/29/2003	50-ton Kevlar air bag set	1	\$ 1,502.04	1	DR
269	5/29/2003	Titan split-apart	1	\$ 641.11	1	LV
270	5/29/2003	Brake bar	2	\$ 184.83	1	LV
271	5/29/2003	NFPA anchor plate	4	\$ 162.92	1	LV
272	5/29/2003	NE KMI II Rope	150	\$ 135.77	150'	LV
273	5/29/2003	Rope bag orange	1	\$ 44.87	0	LV
274	5/29/2003	Edge roller	2	\$ 252.14	0	LV
275	5/29/2003	Rope bag yellow	1	\$ 19.40	1	LV
276	5/29/2003	Prusik cord	1	\$ 87.28	1	LV
277	5/29/2003	Prusik cord	1	\$ 87.28	1	LV
278	5/29/2003	LTWT RL double male coupler	1	\$ 97.30	1	SA
279	5/29/2003	Smooth bore tip 7/8	2	\$ 392.21	1	SA
280	5/29/2003	Foamjet	2	\$ 177.25	1	SA
281	5/29/2003	Gate valve key	1	\$ 53.88	1	SA
282	5/29/2003	Premix plug N Dike	1	\$ 75.43	1	MR
283	5/29/2003	15" black electrical pigtail	1	\$ 51.72	1	SA
284	5/29/2003	Regulator for Air Bag System	1	\$ 1,502.04	1	DR
285	5/29/2003	TFT PG ball valve 1.5NH	1	\$ 241.36	1	SA
286				\$ 522,283.51		
287		DR/Dennis Robison				
288		SA/Scott Arganbright				
289		RD/Rick Doyle				
290		LV/Larry Vickers				
291		JL/John LeBlanc				
292		EO/Eric Oliveri				
293		MR/Mark Richardson				
294		Green - Replaced/upgraded				
295		Red - No longer or reduced inventory				
296		SSF - Support Services (Storage and Supply Facility)				
297						