



# County of Santa Cruz

0187

## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

GERALD L. DUNBAR, DIRECTOR

June 6, 2008

Agenda: June 24, 2008

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### U.S. Fish and Wildlife Service Fire Management Program Wildland-Urban Interface Cooperative Agreement

Dear Members of the Board:

The United States Fish and Wildlife Service (FWS) Fire Management Program has responsibilities under the National Fire Plan's Wildland-Urban Interface (WUI) Initiative to protect communities at risk to wildfire originating on federal lands. This initiative emphasizes projects that provide for community assistance (wildfire education, outreach and prevention) and hazardous fuel treatments.

The Santa Cruz County Fire Department was approached by the FWS to enter into a five-year, cooperative agreement to develop and implement WUI projects and programs associated with the Ellicott Slough National Wildlife Refuge and associated WUI management units in Santa Cruz County. These projects and programs will be collaboratively designed by the FWS and Santa Cruz County Fire to:

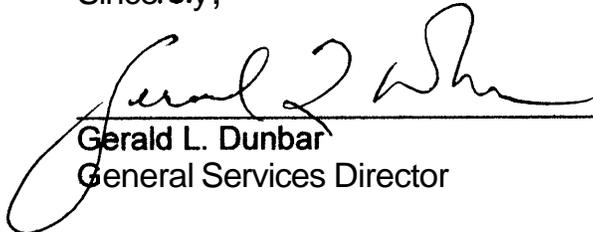
- provide and enhance wildfire protection to homes and community structures (e.g., schools, business offices, etc.) through hazardous fuels reduction and defensible space treatments;
- provide and enhance emergency access and egress through road maintenance, turnarounds and gate accessibility;
- enhance fire prevention efforts through effective placement of fencing or signage;
- reduce potential wildfire or smoke impacts to freeway and road thoroughfares through strategic hazardous fuels reduction treatments;
- protect other community values and assets (e.g., power and water, recreation, watershed, fish and wildlife); and
- increase knowledge, support, and active involvement of adjacent communities and stakeholders in wildfire prevention and pre-fire activities.

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The agreement provides for up to \$50,000 in reimbursements to County Fire for activities associated with the grant. The Santa Cruz County Fire Department would be reimbursed for salaries and wages, equipment operation and rental, supplies and materials, and fair and reasonable indirect (administrative) costs associated with the above projects.

It is therefore RECOMMENDED that your Board adopt the attached resolution approving the U.S. Fish and Wildlife Service Cooperative Agreement 81640830084 and authorizing the County Fire Chief to sign and execute the agreement on behalf of the County Fire Department.

Sincerely,



Gerald L. Dunbar  
General Services Director

GLD/NCG:DM

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

Attachments: Resolution; Cooperative Agreement

cc: Chief John Ferreira, County Fire Department  
Auditor-Controller

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY  
OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Supervisor

Duly seconded by Supervisor

The following resolution is adopted

**RESOLUTION APPROVING U.S. FISH AND WILDLIFE SERVICE  
COOPERATIVE AGREEMENT 816408J0084**

WHEREAS, the County of Santa Cruz has received a proposed Cooperative Agreement from the U.S. Fish and Wildlife Service, National Fire Plan Wildland-Urban Interface Initiative.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Santa Cruz does hereby approve the Agreement with the U.S. Fish and Wildlife Service dated as of the last signatory date on page 11 of the Agreement. This Agreement provides for reimbursement of expenses associated with the Agreement for a period of five years from the last signatory date on page 11 up to and no more than the amount of \$50,000.

BE IT FURTHER RESOLVED that Chief John Ferreira of the Santa Cruz County Fire Department be and hereby is authorized to sign and execute said Agreement on behalf of the Santa Cruz County Fire Department.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the following vote:

AYES: SUPERVISOR

**NOES: SUPERVISOR**

ABSENT: SUPERVISOR

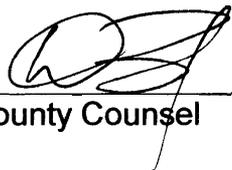
ABSTAIN: SUPERVISOR

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
County Counsel

6.9.08  
\_\_\_\_\_  
Date

Distribution:

County Counsel  
County Fire

**COOPERATIVE AGREEMENT**  
**between the**  
**U.S. FISH AND WILDLIFE SERVICE**  
**and**  
**Santa Cruz County Fire Department**

FWS Agreement No.: 81640850084  
Charge Code: 816409264 PROJ 2B  
Amount Obligated: \$ 50,000  
Recipient Tax Identification No. 94-6000534  
CFDA No. 15.228  
Recipient DUNS#: 938496036

**I. TYPE OF AGREEMENT:**

- Grant
- Cooperative Agreement
- Fire Agreement

**11. TYPE OF ORGANIZATION**

- State, Local or Indian Gov.
- Non-Profit Organization
- Higher Education Inst.
- Private Individual
- Business Organization

**11I. PARTICIPANTS:**

Funding Organization:

U.S. Fish & Wildlife Service  
Ellicott Slough NWR/DE San Francisco Bay NWRC  
9500 Thornton Ave  
Newark, Ca 94560

Recipient Organization:

Santa Cruz County Fire Department  
6059 Highway 9  
Felton, CA 95018

**IV. PROJECT OFFICERS:**

FWS Officer: Refuge Manager  
Name: Diane Kodama  
Phone: 510-792-0222 ext. 30

Recipient Contact: VMP Coordinator  
Name: Angela Petersen  
Phone: 831-335-6794

**V. PURPOSE/OBJECTIVE:**

The U.S. Fish and Wildlife Service (FWS) Fire Management Program has responsibilities under the National Fire Plan's Wildland-Urban Interface (WUI) Initiative to protect communities at risk to wildfires originating on federal lands. This initiative emphasizes projects which provide community assistance (wildfire education, outreach and prevention) and hazardous fuel treatments.

The FWS WUI areas within the California South Central Valley Fire Management Zone (Zone) range in location and complexity with properties in Merced, San Joaquin, Kern, Tulare, Contra Costa, Alameda, Santa Clara, Marin and Santa Cruz counties. The purpose of this agreement is to develop and implement WUI projects and programs associated with the Ellicott Slough National Wildlife Refuge (Refuge) and associated WUI management units in Santa Cruz County. All WUI projects will be collaboratively

designed and prioritized by the following objectives:

- Provides/enhances wildfire protection efforts to primary living or community structures (schools, business offices, etc) through hazardous fuels reduction and defensible space treatments
- Provides/enhances emergency access and egress through road maintenance, turnarounds and gate accessibility
- Enhances fire prevention efforts through effective placement of fencing or signage
- Reduces potential wildfire or smoke impacts to freeway and road thoroughfares through strategic hazardous fuels reduction treatments
- Protects other community values/assets (power and water, recreation, watershed, fish and wildlife). Community values are prioritized within Community Wildfire Protection Plans
- Increases knowledge, support, and active involvement of adjacent communities and stakeholders in wildfire prevention and pre-fire activities

## **VI. AUTHORITY:**

- Section 102 of the General Provisions of the Department of Interior's annual Appropriations Bill provides the authority under which appropriated monies can be expended or transferred to fund expenditures arising from the emergency prevention and suppression of wildland fire.
- P.L. 101-121, Department of the Interior and Related Agencies Appropriation Act of 1990, established the funding mechanism for normal year expenditures of funds for fire management purposes.
- 31 US Code 665(E)(1)(B) provides the authority to exceed appropriations due to wildland fire management activities involving the safety of human life and protection of property.
- Authorities for procurement and administrative activities necessary to support wildland fire suppression missions are contained in the Interagency Fire Business Management Handbook.
- Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C.594): authorizes the Secretary of the Interior to protect from fire, lands under the jurisdiction of the Department directly or in cooperation with other Federal agencies, states, or owners of timber.
- FWS Manual and FWS Fire Management Handbook of 2002: defines U.S. Fish and Wildlife Service Policies.
- U.S. Fish and Wildlife Service Fire Management Handbook.
- National Fire Plan, 2001
- Federal Wildland Fire Management Policy and Program Review (1995 and 2001);
- Managing Impacts of Wildfires on Communities and the Environment, and Protecting People and Sustaining Resources in Fire Adapted Ecosystems – A Cohesive Strategy;
- A Collaborative Approach for Reducing Wildland Fire Risks to Communities and the Environment: 10-Year Comprehensive Strategy Implementation Plan.

**VII. FUNDING INFORMATION:**

- A.** The FWS agrees to pay the Santa Cruz County Fire Department (Recipient) for costs associated with providing fire mitigation (fuel treatments), prevention, and education and outreach activities within the planning and priority areas:
1. Salaries and wages for Recipient personnel used for associated program efforts. Reimbursement for the salary or wage of any employee shall be computed on the direct daily or hourly wage of that employee, including both actual overtime payments and related employee benefit costs.
  2. The actual equipment operation costs expended by the Recipient to provide associated program efforts. These costs shall be calculated using an hourly or mileage based rate for each class of equipment or vehicle.
  3. The total cost to the Recipient for equipment rented to provide associated program efforts.
  4. Costs will include direct expenditures, as well as fair and reasonable indirect or administrative costs not to exceed 20% of direct costs.
  5. Costs for supplies and materials associated with program training efforts.
- B.** Payments will be provided to the Recipient will be in accordance with applicable OMB and Treasury Regulations.
- D.** The Service will make Reimbursement through issuance of a purchase order to the Recipient within 30 days of receiving the Recipient's invoice for associated program costs. Each payment will be made to the Recipient at the address listed above.
- E.** Funds obligated under this agreement that are not expended within the fiscal year (FY) received, can be carried forward and expended in subsequent FYs, not to exceed the 5 years under the agreement.
- F.** All invoices prepared by the Recipient should include the project coordinator name, date, project site name, the hours, equipment and supplies charged to project, acres treated and or activities (i.e., outreach events, associated meetings, products developed/delivered, etc) completed and shall be submitted to the FWS Program Coordinator at the address listed above.
- H.** Recipient members placed under this cooperative agreement are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirements, and leave. The Interior Agency shall have no responsibility for expenses of a recipient member, for which the recipient has full and exclusive responsibility
- I.** Any change in project funding scope is to be approved by the FWS.
- J.** Nothing herein shall be considered as obligating the FWS to expend funds or otherwise obligate the FWS for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

### **VIII. TERM OF AGREEMENT:**

This agreement will become effective upon the date of the last signature and will expire 5 years from the date of last signature unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

### **IX. SPECIFIC OBLIGATIONS OF EACH PARTY:**

#### **A. The FWS agrees to:**

1. Provide funding, technical assistance, oversight and guidance for fire mitigation projects (fuel treatments) and fire prevention, education and outreach efforts associated with this agreement.
  - On-site project review at the beginning and end of fuel treatment projects
  - Provide detailed project descriptions, maps or other needed information
  - Enable crew access to work sites (gate keys or coordination), road and parking sites (mapped or verbal)
  - Coordinate other project logistics, as needed
2. Provide guidance and support for annual program review and program priorities pertinent to scope of this agreement.
3. Coordinate and oversee program funding provided by the FWS to the Recipient:
  - negotiate applicable project workload, performance, and funding scope
  - reviews/responds/approves funding scope changes
  - reviews/approves monitoring and reporting efforts and materials
4. Support Recipient initiatives, programs and projects which provide mutual benefit to the FWS and the Recipient

#### FWS Contacts:

#### **Diane Kodama, Ellicott Slough NWR Refuge Manager**

9500 Thornton Ave

Newark, Ca 94560

Office Phone: (510) 792-0222 ext 30

Cell Phone: (510) 377-5695

Diane\_Kodama@fws.gov

#### **Miriam Morrill, WUI Coordinator/Prevention Program Coordinator**

752 County Road 99W

Willows, CA 95988

Office Phone: (530) 934-2801

Cell Phone: (530) 510-0209

Fax: (530) 934-7814

Miriam\_Morrill@fws.gov

**Peter Kelly, Zone Fire Management Officer**

P.O. Box 2176

Los Banos, CA 93635

Office Phone: (209) 826-3508

Fax: (209) 826-1445

Peter\_Kelly@fws.gov**B. The Santa Cruz County Fire Department agrees to:**

1. Coordinate and implement fire mitigation projects as agreed upon by FWS
  - Provide work crews to complete mechanical thinning projects including the felling of large diameter trees (eucalyptus) on refuge property.
  - Provide equipment need to implement mechanical treatments which may include but are not limited to chainsaws, handsaws, fuel, vehicles, trailers, hand tools (shovels, pick/Pulaski, etc) and personal protective equipment (gloves, chaps, hard hats, etc)
  - Coordinate project logistics with Refuge Manager including toilet facilities, water, etc.
  - Purchase supplies and assemble fencing used as a fire prevention measure between the Ellicott Slough Refuge Unit and KOA Campground.
2. Coordinate with the FWS to develop fire prevention priorities and materials which include, but are not limited to the following objectives:
  - enhance community values associated with wildlife habitat and conservation areas (emphasis on national wildlife refuge properties with priority on Refuge lands)
  - enhance community support for the protection (fire prevention) of fish and wildlife species (emphasis on threatened and endangered species) at risk to wildfire
  - enhance community understanding and involvement in wildland urban interface fire mitigation efforts
3. Provide prevention education and outreach to applicable audiences in the project area
4. Provide electronic and printed copies of all fire prevention related materials associated with this agreement.
4. Ensure that all projects/programs are thoroughly documented to meet funding and reporting requirements.
5. Communicate early with the FWS about relevant project and agency issues and concerns pertinent to this agreement and program implementation
6. Provide recognition to the FWS for projects, activities, and products funded by the FWS. Displays, materials and other project materials should include the statement "Funding provided by the U.S. Fish and Wildlife FWS under the National Fire Plan"

Santa Cruz County Fire Department Contacts:**Angela Petersen, Vegetation Management Program Coordinator**

6059 Highway 9

Felton, CA 95018

Office Phone: (831) 335-6794

Cell Phone: (831) 254-1794

[angela.petersen@fire.ca.gov](mailto:angela.petersen@fire.ca.gov)**Denise Muir, Senior Analyst**

6059 Highway 9

Felton, CA 95018

Office Phone: (831) 335-5355

[denise.muir@fire.ca.gov](mailto:denise.muir@fire.ca.gov)**X. REPORTING REQUIREMENTS:****A. Progress Reports**

The Recipient will provide the FWS quarterly progress reports on program activities and an annual summary report/sheet prior to October 1<sup>st</sup> of each year and a final/closing report at the end of the agreement period.

Quarterly Reports and Annual Project Summary:

1. Submit one copy of quarterly progress report to the FWS Program Coordinator within 30 days after the end of each quarter of the task order cycle.
2. Reports will include the Recipient's name, the project/activity title, date range activities occurred, funding expenditures and education and or outreach materials developed/used.
3. A summary of quarterly activities or statement explaining any problems, delays, or adverse conditions that materially impair the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution, any proposed changes in the statement of work (with justification) or proposed changes in the schedule (with justification).
4. Upon completion, include with each quarterly and final report, one original copy of each educational or outreach product developed with grant dollars. Includes, but not limited to, brochures, newspaper inserts, flyers, posters, handouts, flags, hats, etc.

**B. Final Financial and Performance Report**

1. The Recipient shall submit, within 90 calendar days of completion of the agreement, a final financial and performance report. Report will identify the degree to which tasks in the agreement were accomplished, and any special problems encountered. The Recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government according to requirements of regulations referenced in

“Applicable Regulations” section of this agreement.

2. Reports shall include:
  - a. Introduction.
  - b. Description of study area.
  - c. Methods and materials
  - d. Results and discussion of accomplishments during the project.
  - e. Summary and conclusions.
  - f. Summary of expenditures, including a list of major property purchased during the project (if applicable).

C. All reports shall be submitted to:

**Diane Kodama, Ellicott Slough NWR Refuge Manager**

9500 Thornton Ave

Newark, Ca 94560

Office Phone: (510) 792-0222 ext 30

Cell Phone: (510) 377-5695

[Diane\\_Kodama@fws.gov](mailto:Diane_Kodama@fws.gov)

The Recipient shall immediately notify the Refuge Manager (listed below) or WUI Coordinator of developments that have a significant impact on activities covered by this agreement.

1. **Miriam Morrill, WUI Coordinator/Prevention Program Coordinator**

Office Phone: (530) 934-2801

Cell Phone: (530) 510-0209

2. **Christy Smith, Antioch Dunes NWR Refuge Manager**

Office Phone: (707) 769-4200

Cell Phone: (707) 975-5521

## **XI. INVOICING/ACCEPTANCE PROCEDURES:**

If the Recipient does not currently receive funds electronically from the Department of the Interior or Fish and Wildlife Service, they are responsible for completing a Standard Form 3881 (ACH) and forwarding it to the Service Project Officer. The form is available from the Project Officer.

The FWS will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperators' actual expenditures to date of the invoice (not just the FWS share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan.

***The invoice should be forwarded as follows:***

**Diane Kodama, Ellicott Slough NWR Refuge Manager**

9500 Thornton Ave

Newark, Ca 94560  
 Office Phone: (510) 792-0222 ext 30  
 Cell Phone: (510) 377-5695  
[Diane Kodama@fws.gov](mailto:Diane_Kodama@fws.gov)

## **XII. APPLICABLE REGULATIONS:**

The following OMB Circulars do not apply to individuals.

A. The Recipient must submit with this agreement Standard Form 424B – Assurances Non-Construction Programs. In addition to the assurances listed on Standard Form 424B, the recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or [www.doi.gov/pam/pamfaeg.html](http://www.doi.gov/pam/pamfaeg.html)

B. Small Business Policy (Reference 505 DM 3.5 C(1)(a)):

It is a National policy to award a fair share of contracts to small and minority business firms. The Recipient of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the FWSs and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

### **XIII. TERMINATION**

This agreement may be terminated by either party following 30 days written notification to other party.

### **XIV. MODIFICATION PROCEDURES:**

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the individual parties' risk, without expectation of reimbursement.

### **XV. SPECIAL PROVISIONS:**

- A. Recipient employees or subcontractors placed under this cooperative agreement are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirements, and leave. The Interior Agency shall have no responsibility for expenses of a recipient member, for which the recipient has full and exclusive responsibility.

- B.** Insofar as the United States is legally authorized to do so, it shall hold the recipient harmless from any damages or injury resulting from the work designated under the agreement. In so doing, the United States does not intend to, nor does it hold said recipient harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any employee, nor is this article intended to confer any liability upon the United States Government not presently existing under Federal Law. The United States Government is self insured under the Tort Claims Act, 28 U.S.C. 2671-2680.
- C. Seat Belt Policies and Programs:** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- D. Greening Policies and Programs:** In accordance with Executive Order 13101 “Greening the Government Through Waste Prevention, Recycling and Federal Acquisition,” Recipient is encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to bio-based products, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

By: Signature: Margaret J. Kolar Date: 5/02/08  
Margaret Kolar

Title: ARD, Refuges, Region 8

**FOR THE RECIPIENT:**

By: Signature: John Ferreira Date: 6/9/08'

Title: County Fire Chief

**FWS CONTRACT SUFFICIENCY REVIEW:**

By: Signature: Jacey Thomas Date: 4/12/08  
Contracting Officer FWS #1-T224

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

By: Signature: Margaret J. Kolar Date: 5/02/08  
Margaret Kolar

Title: ARD, Refuges, Region 8

**FOR THE RECIPIENT:**

By: Signature: John Ferrera Date: 6/9/08

Title: County Fire Chief

**FWS CONTRACT SUFFICIENCY REVIEW:**

By: Signature: Janey Thomas Date: 4/18/08  
Contracting Officer FWS # 1-T 224