

ATTACHMENT B

**2010 COOPERATIVE AGREEMENT
FOR FIRE PROTECTION, EMERGENCY RESPONSE
AND PARAMEDIC SERVICES**

This 2010 COOPERATIVE AGREEMENT FOR FIRE PROTECTION, EMERGENCY RESPONSE AND PARAMEDIC SERVICES ("Agreement") is entered into and effective as of the date last signed below, by and between the County of Santa Barbara ("County Fire"), and the University of California, Santa Barbara Campus ("UCSB" or "University"),

RECITALS

WHEREAS, the County is a political subdivision of the State of California and University is a corporate body as set forth in California Constitution Article IX, Section 9; and

WHEREAS, both have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, UCSB is proposing a new 2010 Long Range Development Plan ("LRDP") which will accommodate additional on-campus student headcount up to 25,000; and

WHEREAS, County Fire provides fire protection and emergency response services to the UCSB campus through its agencies and officers; and

WHEREAS, 2010 LRPD growth in enrollment and infrastructure is expected to add to the need for fire protection, emergency response and paramedic services at and near the UCSB campus; and

WHEREAS, County operates and maintains Fire Station Number 17, in quarters provided by UCSB, all within the geographical boundaries of the County; and

WHEREAS, County Fire is governed by Occupational Safety and Health Administration [OSHA] standard [CFR 1910.134(g)(4)], regarding staffing for interior structural firefighting, which requires that a minimum of two fire fighters work as a team inside a burning structure, and that a minimum of two firefighters be on standby outside the structure to provide assistance or perform rescue; and

WHEREAS, UCSB is the only property in County Fire's service area with structures that exceed four floors; and

WHEREAS, UCSB currently has approximately six housing buildings and 11 academic buildings over 75-feet tall; and

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WHEREAS, these large buildings located at the UCSB campus present extraordinary challenges to responding firefighters and emergency personnel because of their size and height; and

WHEREAS, the 2010 LRDP would accommodate approximately 25 additional housing buildings and 30 additional academic buildings over 75-feet tall; and

WHEREAS, County Fire response time to UCSB incidents will be optimized by increasing staffing by two (2) firefighters dedicated to Station 17; and

WHEREAS, County Fire and University desire to provide for the cooperative operation of those fire protection, emergency response and paramedic services programs and facilities described herein on the terms and conditions set forth; and

WHEREAS, County Fire and University desire to rescind existing written agreements and replace them with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County Fire, and University agree as follows:

**Article 1 FIRE PROTECTION, EMERGENCY RESPONSE AND PARAMEDIC
SERVICES**

1.1 This Agreement supersedes any prior written or oral agreements between County Fire and the University concerning provision of fire protection and emergency response, including in particular, but without limitation, the 1973 Fire Services Agreement, which is hereby rescinded in its entirety.

1.2 County Fire shall continue to provide UCSB with fire protection and emergency response service through County Fire. In addition, County Fire will provide UCSB with emergency paramedic response. Nothing in this Agreement shall be interpreted as reducing the amount of fire protection service presently provided by County Fire.

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a. County Fire will maintain adequate firefighter staffing consistent with its current fire and emergency response standards as a function of total daytime UCSB population. These standards include provision of 1 firefighter per 4,000 population and five-minute call response time. At minimum, the County will provide full 2-in, 2-out fire response capability in compliance with NFPA and OSHA standards. County Fire will annually review staffing and infrastructure levels to ensure that these service levels are maintained in step with UCSB student enrollment, faculty and staff growth contemplated in the 2010 LRDP.

b. County Fire and UCSB shall meet within six months of the execution of this Agreement to conduct good faith negotiations with the object of establishing a Memorandum of Understanding governing operation and maintenance of the Emergency Medical Technician Internship Program ("EMTIP").

c. In addition to fire and emergency response, County Fire will also provide UCSB with emergency paramedic response and dual firefighter/paramedic capability. A minimum of three firefighters assigned to UCSB response will be trained and qualified as paramedics.

d. In the event that all County Fire firefighter/paramedics are responding to another emergency call and are not available for a subsequent emergency call, backup emergency medical response will be provided by County Fire and AMR.

e. Provision of emergency paramedic response by the County Fire from Fire Station 17 to UCSB will replace UCSB's existing emergency paramedic response program. County Fire base of operations for providing services shall be Fire Station 17, so long as the building in which it is housed remains dedicated to its present function. County Fire will assume full responsibility for emergency paramedic response billing and shall have the right to establish a program to bill students, faculty, staff and available insurance for emergency paramedic response services provided.

f. In order to provide experience for participating UCSB students, and to the extent UCSB provides funding, County Fire, at UCSB's request, will supervise UCSB's

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existing Emergency Medical Technician Internship Program (“EMTIP”) until such time as it is terminated by UCSB. UCSB shall reimburse County Fire for costs of employing interns, not to exceed \$83,500 per year except as provided herein. The University in its sole discretion may increase this amount. Only UCSB students will be recruited and hired for the EMTIP. Students from other institutions are not eligible for this program. The program shall be consistent with the guidelines stated in Attachment “A,” attached hereto and incorporated herein by this reference.

g. County Fire shall offer to paramedics currently employed by UCSB enrollment into the next available County Fire Department Recruit Academy (“Academy”). Prior to enrollment candidates must possess a current Candidate Physical Ability Test (“CPAT”) certificate and pass a pre-employment psychological and medical examination. Permanent employment by County Fire will be offered to candidates upon successful completion of the Academy and probationary period.

1.3 UCSB will make annual payments to County Fire in an amount equal to the sum of:

a. Seventy percent of the cost of firefighter posts required to serve the existing UCSB on-campus student population at a service ratio of one firefighter post for every 4,000 students with two in, two out staffing. For purposes of this Subsection, the existing UCSB on-campus student headcount housed on-campus shall be assumed to be 8,144 students and the all-included average cost of a firefighter post (including three shifts) shall be approximately \$687,000/year, adjusted annually. This equates to 55% of one firefighter post (currently \$379,112) in addition to the credit for the expected billings of \$600,000 annually from the County’s assumption of the paramedic services at the UCSB. In the event that the actual increased costs to the County exceed the 5% cap, the parties will meet and confer in good faith to resolve any such differential.

b. One Hundred percent of the cost of firefighter posts needed to serve additional UCSB on-campus student enrollment growth in excess of 20,000 student

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headcount (whether housed on or off-campus) projected under the 2010 LRDP to be 25,000 at a service ratio of one firefighter post for every 4,000 students. For example, if on-campus student headcount increases by 5,000, then UCSB will fund 1.25 firefighter posts at full LRDP implementation. Payments will be incrementally tied to enrollment growth (i.e., \$687,000 divided by 4,000 students = \$172/student +/- annual adjustment).

c. For purposes of Section 1.3(b), above, "enrollment" shall mean the average of on-campus students registered as of the 15th class day for each Fall, Winter and Spring quarter and does not include students exclusively taking classes at off-campus locations such as participants in the Education Abroad Program (EAP), Ventura Center, or students taking courses at another UC location.

d. All payments made pursuant to this subsection 1.3 shall be used by County Fire exclusively for the provision of fire protection, emergency response and paramedic services. Annual payment under this section shall be due no later than October 1st of each calendar year.

e. In addition to the payments listed above, UCSB shall make annual payments for all new faculty and staff housing units that receive all approvals and entitlements after execution of this Agreement and thereafter only after said units are constructed which are rented or leased in an amount equal to County Fire's portion of property tax that would otherwise be owed for each unit by the property owner to County Fire were these housing units sold by UCSB, rather than rented or leased. County Fire's portion of property tax that would otherwise be owed to County Fire shall be calculated according to County Assessor's appraisal methodology as 10.66% of 1% of the fair market value of all structures or improvements.

1.4 In the event the University determines to demolish Fire Station 17, UCSB shall commit and construct a replacement facility on the main campus prior to demolishing the existing station. UCSB and County Fire agree to cooperate in pursuing state funding, grants and other sources of funds for reconstruction of Fire Station 17.

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1.5 UCSB commits to leasing to County Fire a minimum one-acre parcel on the West Campus, the specific location, term and consideration of which shall be determined by future agreement of the County and UCSB. Lease payments shall be at or below the Fair Market Value of the leasehold interest conveyed.

1.6 Prior to commencement of any project identified or provided for in this Agreement, any necessary environmental review required by CEQA shall be completed.

1.7 In connection with the County Fire's agreement to provide emergency medical response services to UCSB, UCSB shall purchase and transfer to County Fire one new emergency medical response vehicle, per County Fire specifications, in an amount not to exceed \$170,000 and in addition shall transfer the two existing emergency medical response vehicles and other emergency equipment listed in Attachment "B," attached hereto and incorporated herein by this reference, to County Fire.

1.8 There will be no change in space allocations between County Fire and UCSB Police in Building #574 as depicted in Attachment "C," attached hereto and incorporated herein by this reference. Additionally, Building #376 will continue to be designated for use by the UCSB Police Department.

**Article 2 ENFORCEABILITY/EFFECT OF AGREEMENT;
 RENEGOTIATION OF TERMS**

The University and County Fire agree to take all necessary actions to ensure that the Agreement will be fully enforceable. In the event that UCSB's 2010 LRDP does not become effective before June 30, 2014, the parties hereto shall meet in good faith to renegotiate any affected provisions of this agreement.

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Article 3 GOOD-FAITH OBLIGATIONS

County Fire and University agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. County Fire and University also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.

Article 4 COMPREHENSION OF AGREEMENT

County Fire and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 5 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 6 INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party

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under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Article 7 AUTHORIZATION

County Fire and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

Article 8 ENTIRE AGREEMENT

This Agreement, as to the matters set forth herein, constitutes the entire understanding between County Fire and University. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 9 EFFECTIVE DATE

This Agreement shall become effective upon full execution by County Fire, and University, which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 10 AMENDMENT

Neither this Agreement nor any term, provision or condition hereof may be amended, and no obligation, duty or liability of any party hereto may be released, discharged or waived, except in a writing signed by each party hereto.

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Article 11 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 12 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 13 DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 14 REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 15 WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

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Article 16 TERM

The initial term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP or until June 30, 2015, if the 2010 LRDP has not been approved and certified by The Regents and the California Coastal Commission. After the initial term, this Agreement shall remain in effect on a year-to-year basis until such time, if any, as one party serves on the other a 180-day Notice to Terminate this Agreement. 180 days after service of the Notice to Terminate provided for hereunder, this Agreement shall terminate and be of no further force and effect.

Article 17 SURVIVAL OF PROVISIONS

Those obligation of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 18 NOTICE TO PARTIES

Any and all notices required or permitted to be served by one party upon the other shall be directed to the following representatives of the Parties:

UCSB:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
5105 Cheadle Hall, University of California, Santa Barbara
Santa Barbara, CA 93106
Mail Code 2035

COUNTY FIRE:

County Executive Officer	<u>AND</u>	County Fire Department
105 East Anapamu Street, Room 406		4410 Cathedral Oaks Road
Santa Barbara, California 93101-2065		Santa Barbara, California 93110-1042

IN WITNESS WHEREOF, County Fire and University have caused this Agreement to be executed as of the date last written below. *[Signatures on next page]*

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COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Deputy

By: _____
Risk Program Administrator

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Date: _____

Approved as to form:
Counsel to the Regents

By: _____

ATTACHMENT LIST:

- A. EMTIP PROGRAM GUIDELINES
- B. Equipment List
- C. Existing Building Space Allocations

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ATTACHMENT "A"

EMTIP PROGRAM GUIDELINES

The program shall allow each student Emergency Medical Technician (EMT) to work 2-4 shifts (24 hour shifts) each month and all UCSB EMTIP personnel will be assigned to duty at SBCO Fire Station 17. All EMTIP personnel will be under the direct supervision of the Paramedic and under general supervision of a Fire Captain.

Whenever possible, and consistent with the protection of the public health and safety, duties assigned to EMTIP personnel should be meaningful and essential to the efficient operation of the Fire House and maintenance of the equipment and vehicles. In addition, the EMTIP should serve as a precursor and opportunity for interested UCSB students who are interested and desire to become a professional fire fighter, medical physician, nurse, or health care professional to serve in emergency medical services.

EMT Certification must be obtained by the first date of employment; however, candidates do not need to be certified prior to submitting an application or letter of interest. The EMT Certification and related expenses shall be the responsibility of the candidate. Additional training or certifications shall be the responsibility of County Fire.

Personnel hired and employed in this program shall be paid and provided with the necessary equipment by County Fire. Benefits and other allowances may be available and granted at the discretion of County Fire.

ATTACHMENT B

Rescue Inventoried Items over \$5000.00

As of 6/16/2010 the following items appear on the Public Safety inventory for the Rescue unit:

Superior AED, Zoll M Series-ACLS Plus, defibrillator-Monitor, manual /advisory valued at **\$21,999**

Superior AED, Zoll M Series-ACLS Plus, defibrillator-Monitor, manual /advisory valued at **\$21,999**

Lifepak, Lifepak 10C, defibrillator/monitor/pacer, portable valued at **\$6,142**

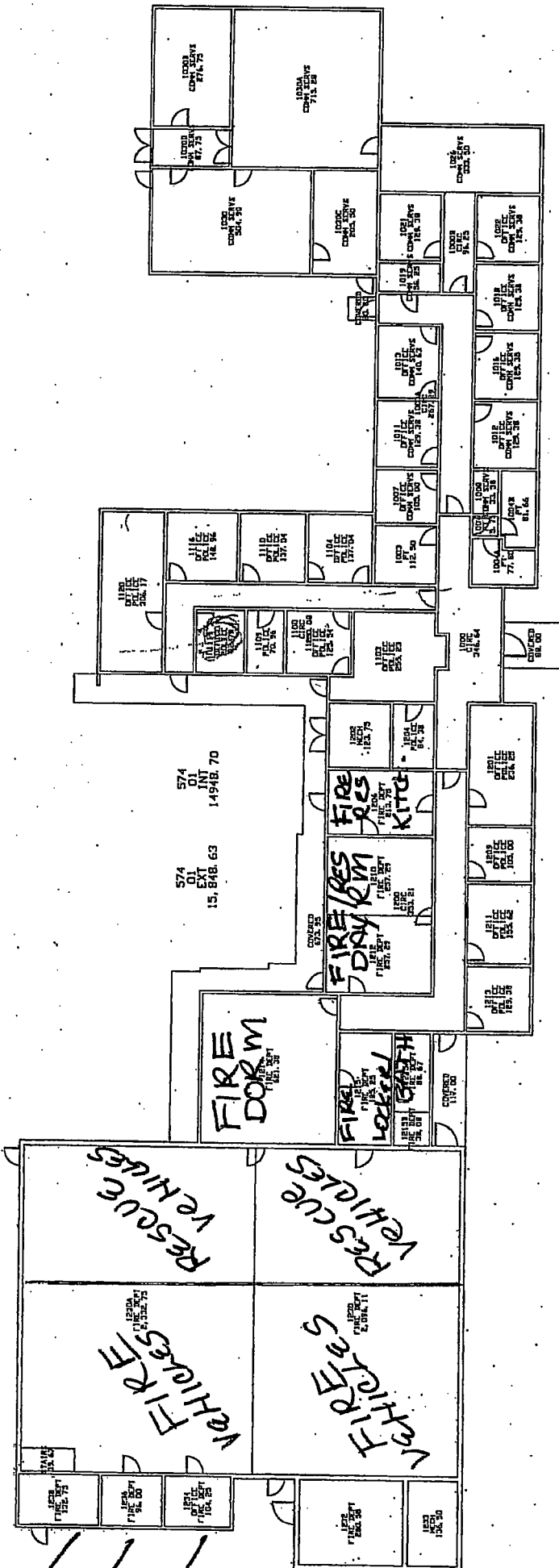
Physio-Control, Lifepak 12, defibrillator/monitor-medical, ECG SYS valued at **\$9,501**

As of 6/16/2010 the following items appear on the Transportation Services inventory assigned to the Rescue unit:

1990 Chevy G30 van conversion ambulance with 80,890 miles estimated value **\$4,000**

1999 Ford E350 Cutaway chassis ambulance with 112,570 miles estimated value **\$7,000**

FIRE VEHICLE
PARKING



PUBLIC SAFETY
FIRST FLOOR PLAN
BUILDING # 574

UNIVERSITY OF CALIFORNIA AT SANTA BARBARA

SCALE: 1/32"=1'-0"

REVISED: 2003

