

File No. 100965

Committee Item No. 9

Board Item No. 13

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub-Committee: BUDGET AND FINANCE

Date: August 4, 2010

BOARD OF SUPERVISORS MEETING

Date: 8/10/10

Cmte Board

☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☒	Budget Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☒	☒	Contract/Agreement
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Andrea S. Ausberry

Date Thursday, July 29, 2010

Completed by: yg

Date 8/5/10

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Approval of Contract and Accept and Expend Grant - Fire and Emergency Medical Services
2 to National Park Service Managed Areas]

3 **Resolution authorizing the San Francisco Fire Department to enter into a ten year**
4 **agreement with the National Park Service to provide fire and emergency medical**
5 **services to National Park Service managed areas within San Francisco, with National**
6 **Park Service reimbursing the Fire Department for those services, and to accept and**
7 **expend funds provided to the Fire Department by the National Park Service as**
8 **reimbursement for services provided under that agreement.**

9
10 WHEREAS, The NPS assumed responsibility for the Presidio of San Francisco
11 (the "Presidio") from the Department of the Army on October 1, 1994, and subsequently
12 retained firefighting and emergency medical response personnel and responsibilities for the
13 Presidio. Subsequently, Congress established the Presidio Trust ("Trust"), a wholly-owned
14 federal government corporation, to manage the central interior and developed space of the
15 Presidio. After a ten-year agreement with the Trust for NPS to provide firefighting and
16 emergency medical services, the Trust decided to pursue alternative options other than
17 having NPS operate it's structural fire and emergency medical service. And the NPS
18 determined that operating its own stand-alone fire department for those services was no
19 longer viable; and

20 WHEREAS, NPS and the San Francisco Fire Department ("SFFD") have negotiated an
21 agreement under which the SFFD will provide firefighting, emergency medical services and
22 other services to the NPS-managed portion of the Presidio ("Area A") and for other NPS-
23 managed lands within the geographic boundaries of San Francisco (collectively, "NPS
24 Areas"); and

1 WHEREAS, The principal objective of the agreement with NPS is to benefit the public
2 by implementing a long-term plan for providing fire and emergency medical response and
3 services to NPS Areas. The agreement provides for a smooth transition between NPS and
4 SFFD for the provision of those services to NPS Areas; a safe environment and experience
5 within NPS Areas for the public; and fire detection, protection and suppression responses for
6 NPS structures and lands in a manner that protects the health and safety of NPS visitors, as
7 well as the natural and cultural resources therein; and

8 WHEREAS, The agreement has an initial term of ten years, from October 1, 2010 to
9 September 30, 2020, and includes three options to extend the agreement for five years each
10 extension; and

11 WHEREAS, Under the agreement, NPS will reimburse the SFFD for the costs of
12 providing the services. NPS will reimburse the SFFD the amount of Seven Hundred Fifty Six
13 Thousand, Eight Hundred and Seventy Five Dollars (\$756,875) for services provided in the
14 first year of the agreement. The parties will adjust that amount each year of the agreement,
15 using an annual award adjustment calculation and maximum annual award adjustment
16 amounts specified in appendices C and D of the agreement; and

17 WHEREAS, The SFFD has also negotiated an agreement with the Trust, for the same
18 term, for the SFFD to provide firefighting, emergency medical and other services to those
19 portions of the Presidio under the Trust's jurisdiction ("Area B") with the Trust reimbursing
20 SFFD for its costs in providing those services. The Trust will reimburse the SFFD the amount
21 of Three Million Five Hundred Sixty-Eight Thousand One Hundred Twenty-Five Dollars
22 (\$3,568,125) for services provided in the first year of the agreement. The parties will adjust
23 that amount each year, as described in the preceding paragraph; and
24
25

1 WHEREAS, A copy of the proposed agreement with NPS is on file with the Clerk of the
2 Board of Supervisors in File No. 100965, which is hereby declared to be a part of this
3 Resolution as if set forth fully herein; and,

4 WHEREAS, The agreement was prepared by the NPS and therefore includes many
5 required federal provisions, and does not include many of the standard contract provisions
6 required under San Francisco law; and,

7 WHEREAS, Approval of the agreement will provide appropriate fire and emergency
8 medical services to NPS Areas, and together with the agreement with the Trust will ensure
9 appropriate fire and emergency medical services to the entire Presidio; and

10 WHEREAS, Approval of the agreement will ensure that the SFFD is reimbursed for the
11 services it provides. Under both the NPS and Trust agreements, the SFFD will be reimbursed
12 a combined total amount of Four Million Three Hundred Twenty Five Thousand Dollars
13 (\$4,325,000) for its services in the first year of the agreements, from October 1, 2010 through
14 September 30, 2011; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD to accept and
16 enter into the ten-year agreement in the form prepared by the NPS, to comply with applicable
17 federal requirements, and to accept and expend the funds provided by the NPS to reimburse
18 the SFFD for the costs of providing services under the agreement.

**Items 8 and 9 -
Files 10-0964 and 10-
0965**

Departments:
Fire Department (SFFD)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolutions would approve two ten-year agreements between the San Francisco Fire Department (SFFD) and the Presidio Trust (File 10-0964) and the National Park Service (File 10-0965) for the SFFD to provide fire and emergency medical services to the Presidio of San Francisco.

Key Points

- Under the proposed two agreements, the SFFD would (1) operate one Advanced Life Support (ALS) engine, located at Station 51 in the Presidio, and (2) provide emergency medical services to the Presidio as part of the SFFD's Citywide flexibly-deployed ambulance plan, for the ten-year period from October 1, 2010 through September 30, 2020.
- The proposed two agreements provide three 5-year options to extend. Therefore, the proposed agreements could be effective for up to 25 years, from October 1, 2010 through September 30, 2035.

Fiscal Impact

- Under the proposed agreements, the SFFD would be reimbursed by the Presidio Trust and the National Park Service for all fire and emergency medical services costs up to the maximum annual agreement fee, which is \$4,325,000 in FY 2010-11¹, subject to a 3.5 percent per year increase over the next nine years. The maximum annual agreement fee is based on (1) the SFFD's estimated annual costs of \$3,126,106 to operate Station 51, and (2) a negotiated fee of \$1,198,894 to pay for unquantified costs to provide ambulance services and extra fire suppression (or surge) capacity to respond to large fire or other emergencies.
- Under the proposed agreements, if the SFFD costs to operate Station 51 and provide ambulance services and surge capacity exceed the maximum annual agreement fee, the unreimbursed balance can be carried forward and reimbursed in the next agreement year.

Policy Considerations

- Under the two proposed agreements, the SFFD cannot charge the Presidio Trust or the National Park Service for SFFD costs that exceed the maximum annual agreement fee. Therefore, the SFFD could potentially incur costs for providing fire and emergency medical services to the Presidio that exceed the maximum annual agreement fees if the SFFD's costs increase by an amount that is greater than the maximum annual agreement fees to be paid to the SFFD by the National Park Service and the Presidio Trust. Therefore, the Budget and Legislative Analyst considers approval of the proposed resolutions to be a policy matter for the Board of Supervisors.

Recommendation

- Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

¹ Under the proposed agreements, the Presidio Trust would reimburse SFFD \$3,568,125 and the National Park Service would reimburse SFFD \$756,875.

MANDATE STATEMENT & BACKGROUND

Mandate Statement

The Board of Supervisors must approve agreements that have (1) anticipated revenues of \$1,000,000 or more in accordance with Charter Section 9.118 (a); and (2) a term in excess of ten years in accordance with Charter Section 9.118 (b).

Background

The Presidio is a 1,491-acre national park within the Golden Gate National Recreation Area, which is part of the National Park Service. The Presidio was transferred from the U.S. Army to the National Park Service in 1994. The Presidio Trust was created by Congress in 1996 to manage the Presidio's land and buildings.

Management of the Presidio is divided into two areas.

- Area A is under the direct management of the National Park Service and incorporates 323 acres of shoreline and peripheral land out of 1,491 total Presidio acres. Area A includes Baker Beach, Crissy Fields, and land adjacent to the City of San Francisco from 15th Avenue to 25th Avenue.
- Area B is under the direct management of the Presidio Trust and incorporates 1,161 acres of interior land out of 1,491 total Presidio acres. Area B includes the Presidio's infrastructure and buildings, including the former Public Health Service Hospital, the Main Post, Presidio houses, and other buildings.

Currently, the National Park Service provides 24-hour, seven-day per week fire and emergency medical services within the Presidio. Under the proposed resolutions, the National Park Service and the Presidio Trust would enter into two separate agreements with the SFFD for the SFFD to provide fire and emergency medical services in the Presidio.

DETAILS OF PROPOSED LEGISLATION

The proposed two agreements contain the following provisions:

Term of the Agreements

- The term of the proposed two agreements between the SFFD and the Presidio Trust and National Park Service is ten years, from October 1, 2010 through September 30, 2020.
- The two agreements provide for three options to extend the agreements for a period of five years for each option, or 15 years for the three options. The Presidio Trust and the National

Park Service must give the SFFD 365 days notice of their intent to exercise the option to extend the agreements.

- The SFFD, or the Presidio Trust and the National Park Service, may terminate the agreements at any time with 365 days notice.

Scope of Services

- SFFD will provide structure and wildfire fire suppression, emergency medical response, hazardous materials response, rescue, and emergency preparedness to the Presidio. Under the agreement between the SFFD and the Presidio Trust, these services would be provided to Area B of the Presidio (File 10-0964). Under the agreement between the SFFD and the National Park Service, these services would be provided to Area A of the Presidio, Fort Funston, Ocean Beach, Aquatic Park, Fort Mason, China Beach, and Lands End/Cliff House (File 10-0965).
- SFFD will provide one Advanced Life Support (ALS) engine, 24-hours per day, seven days per week.
- SFFD will provide the same level of ambulance service to the Presidio, 24-hours per day, seven days per week that is provided to other areas of the City. According to Mr. Mark Corso, SFFD Financial Officer, under this provision SFFD will assign flexibly-deployed ambulances to the Presidio as part of the SFFD's Citywide flexibly-deployed ambulance plan.
- SFFD will also provide emergency incident command, supervision, and additional fire suppression and emergency medical service resources to the Presidio as needed and consistent with SFFD policies and procedures.

Presidio Fire Station, Engine, and Infrastructure

- Under the agreement between the Presidio Trust and the SFFD (File 10-0964), SFFD will operate out of Station 51, currently located in Building 218, Presidio Area B. The Presidio Trust will be responsible for maintaining the exterior of the building, the building's systems, driveway, and parking area. The SFFD will be responsible for maintaining the interior of the building and paying operating expenses, including utilities.
- Under the agreement between the National Park Service and the SFFD (File 10-0965), the National Park Service will loan the SFFD two engines, one of which will be available at the commencement of the agreement and one of which will be available when the National Park Service fire station located in the Marin Headlands closes. Mr. Corso states that the second engine will be a relief engine for when the first engine is out of service for maintenance and repairs. These two engines will be loaned in "as is" condition and SFFD will be responsible for all engine operating, maintenance, and fuel costs. SFFD will have to return the engines to the National Park Service at the termination of the agreement. If the engines need to be replaced prior to the termination of the agreement, the SFFD will have to replace the engines at their own cost (see "Fiscal Analysis" section below).

- Under the agreement between the Presidio Trust and the SFFD (File 10-0964), the Presidio Trust is responsible for maintenance and repair of the high pressure water system and hydrants.

FISCAL ANALYSIS

Agreement Fee Payable by the National Park Service and the Presidio Trust

Under the proposed agreements, the National Park Service and the Presidio Trust would pay a fee to the SFFD to reimburse the SFFD for the SFFD's costs of fire and emergency medical services. The National Park Service and the Presidio Trust would reimburse the SFFD for actual costs, up to the maximum annual agreement fee specified in the two agreements. This maximum annual agreement fee would increase by 3.5 percent per year, as shown in Table 1.

Table 1
Maximum Annual Agreement Fee Payable to SFFD
by the National Park Service and Presidio Trust
Over the 10-Year Term of the Agreement

Agreement Year	Presidio Trust	National Park Service	Total
1	\$3,568,125	\$756,875	\$4,325,000
2	3,693,009	783,366	4,476,375
3	3,822,265	810,783	4,633,048
4	3,956,044	839,161	4,795,205
5	4,094,506	868,531	4,963,037
6	4,237,813	898,930	5,136,743
7	4,386,137	930,393	5,316,529
8	4,539,651	962,956	5,502,608
9	4,698,539	996,660	5,695,199
10	4,862,988	1,031,543	5,894,531
	\$41,859,077	\$8,879,198	\$50,738,275

Under the proposed agreements, the SFFD would be reimbursed for all fire and emergency medical services costs up to the maximum annual agreement fees, noted in Table 1 above. As shown in Table 2 below, the maximum annual agreement fee in FY 2010-11 is based on (1) the SFFD's estimated annual costs to operate Station 51, and (2) a negotiated amount to pay for unquantified costs to provide ambulance services and extra fire suppression (or surge) capacity to respond to large fire or other emergencies.

Table 2
Annual SFFD Costs to Provide Fire and Emergency Medical Services to the Presidio
October 1, 2010 through September 30, 2010

Fiscal Year	FY 2010-11
Fee for Station 51 operating costs	\$3,126,106
Negotiated fee for ambulance services and surge capacity	<u>1,198,894</u>
Total maximum annual agreement fee	\$4,325,000

Fee for Station 51 Operating Costs

The SFFD would charge the Presidio Trust and the National Park Service a combined fee of \$3,126,106 to pay for the SFFD's new costs in FY 2010-11 to operate Station 51, as shown in Table 3.

Table 3
FY 2010-11 Station 51 Operating Costs

Uniform salaries and benefits	\$2,710,152
Administration and supervision	203,261
Training	39,267
Certification	798
Utilities	44,503
Facilities maintenance	31,708
Engine maintenance	25,716
Engine replacement (amortized)	65,660
Fuel	<u>5,040</u>
Total	\$3,126,106

Negotiated fee for ambulance services and surge capacity

Under the proposed agreements, the Presidio Trust and National Park Service would pay a combined negotiated fee of \$1,198,894 in FY 2010-11 to pay for the unquantified costs of ambulance services and additional fire suppression resources.

According to Mr. Corso, the SFFD would assign existing flexibly-deployed ambulances to the Presidio, and would incorporate the Presidio into the SFFD's Citywide flexibly-deployed ambulance plan. Mr. Corso was not able to provide cost estimates for assigning flexibly-deployed ambulances to the Presidio, although he states that the number of medical calls within the Presidio to which an SFFD ambulance responds is expected to be lower than other areas of the City based on historical data. Additionally, the SFFD bills for and may receive reimbursement from third party insurance providers for ambulance responses.

The SFFD would also provide existing fire suppression and other resources to the Presidio in the event that a fire or other emergency on the Presidio requires additional resources. According to Mr. Corso, the SFFD currently provides services to the Presidio when necessary but does not receive reimbursement from either the National Park Service or the Presidio Trust.

Annual Agreement Fee Increases

Under the two proposed agreements, the SFFD can increase annually the fee charged to the Presidio Trust and the National Park Service equal to the increase in the amount in the SFFD's salary and benefit costs up to the maximum annual agreement fee, shown in Table 1 above. For example, the estimated increase in FY 2011-12 salary and benefit costs is 3.9 percent, as shown in Table 4.

Table 4
Estimated Percent Increase in SFFD Salary and Benefit Costs

	FY 2010-11
FY 2011-12 uniform salary and benefit costs	\$2,816,459
FY 2010-11 uniform salary and benefit costs (Table 3)	<u>2,710,152</u>
Increased FY 2011-12 costs	\$106,307
Percent increase	3.9%

Therefore, the annual fees charged by the SFFD to the Presidio Trust and the National Park Service would be increased by 3.9 percent, or \$169,649, from \$4,235,000 in FY 2010-11 to \$4,494,649 in FY 2011-12.

However, the estimated FY 2011-12 fee of \$4,494,649 is \$18,274 more than the second year of the agreement (FY 2011-12) maximum annual agreement fee amount of \$4,476,375, as shown in Table 1 above.

Under the proposed agreements, if the SFFD fee increase exceeds the maximum annual agreement fees, the unreimbursed balance can be carried forward and reimbursed in the next agreement year, but again subject to the maximum annual agreement fee amount.

Other Costs

Under the proposed agreement with the Presidio Trust (File 10-0964), the Presidio Trust pays for maintenance and capital repairs to the exterior of Station 51. While the proposed agreement requires SFFD to pay for interior maintenance and repairs, Mr. Corso states that the Presidio Trust will complete and pay for interior improvements prior to the SFFD occupying Station 51.

Under the proposed agreement with the National Park Service (File 10-0965), the National Park Service will provide two engines but the SFFD is responsible for engine operating, maintenance, and replacement costs. The estimated Station 51 operating costs of \$3,126,106 in FY 2010-11, as

shown in Table 2 above, to be reimbursed by the maximum annual agreement fee, include engine operating, maintenance, and replacement costs.²

POLICY CONSIDERATIONS

Potential SFFD Costs in Excess of the Maximum Annual Agreement Fee

Under the two proposed agreements, the SFFD cannot charge the Presidio Trust or the National Park Service for SFFD costs that exceed the maximum annual agreement fee. Therefore, the SFFD could potentially incur costs for providing fire and emergency medical services to the Presidio that exceed the maximum annual agreement fees if the SFFD's costs increase by an amount that is greater than the maximum annual agreement fees to be paid to the SFFD by the National Park Service and the Presidio Trust.

Therefore, the Budget and Legislative Analyst considers approval of the proposed resolutions to be a policy matter for the Board of Supervisors.

RECOMMENDATION

Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

² According to Mr. Corso, the SFFD anticipates replacing the Station 51 engine provided by the National Park Service in approximately 7 years. Mr. Corso states that the estimated cost to replace the engine in 7 years is \$459,620. Therefore, the SFFD will include approximately \$65,660 (\$459,620 divided by 7) in the annual agreement fee charged to the National Park Service and the Presidio Trust (see Table 3 above).



Gavin Newsom
Mayor

Edwin M. Lee
City Administrator

GENERAL SERVICES AGENCY RISK MANAGEMENT DIVISION



July 20, 2010

Golden Gate National Recreation Area
Attn: Michael Savidge
Fort Mason, Building 201
San Francisco, CA 94123

RE: Contract with San Francisco Fire Department and National Park Service/Golden Gate National Recreation Area

The undersigned, as a Director of Risk Management for the City and County of San Francisco, hereby certifies that the City's self-insurance program is in full force and effect and in compliance with and subject to all terms, agreements, covenants, conditions and provisions of the above-referenced Agreement.

Sincerely,

Matt Hansen
Director

cc: Joanne Hayes-White, SFFD
Katharine Porter, CAO

Cooperative Agreement
H8141100032

Between
the
National Park Service/
Golden Gate National Recreation Area

and the
City and County of San Francisco/
Fire Department

**Agreement
between
The United States Department of the Interior,
National Park Service,
and
the City and County of San Francisco
for Emergency Services**

This agreement (the "Agreement"), effective as of October 1, 2010, ("Effective Date") is by and between the Golden Gate National Recreation Area ("GGNRA"), a unit of the National Park Service ("NPS"), and the City and County of San Francisco, a municipal corporation, for the provision by the San Francisco Fire Department ("SFFD") of fire and emergency medical services (collectively "Emergency Services") to Area A of the Presidio of San Francisco ("Area A") and other NPS-managed lands within the geographic boundaries of San Francisco (collectively "NPS Areas"), and is made upon the following terms and conditions:

ARTICLE I - BACKGROUND AND OBJECTIVES

The NPS assumed responsibility for the Presidio of San Francisco (the "Presidio") from the Department of the Army on October 1, 1994, and subsequently retained fire fighting and emergency medical response personnel and responsibilities for this new area. The Presidio Trust ("Trust"), a wholly-owned, federal government corporation, was established by Congress thereafter to manage the central interior, and developed space, of the Presidio. After a ten-year agreement with the Presidio Trust for NPS's provision of firefighting and emergency medical services, the Trust decided to pursue alternative options other than having NPS operate it's structural fire and emergency medical service. And the NPS determined that operating its own stand alone fire department for such was no longer viable.

The principal objective of this Agreement is to benefit the public by implementing a long term plan for provision of Emergency Services to NPS Areas. Emergency Services are those services defined in Appendix A, Scope of Services. NPS Areas are the NPS-managed areas within the geographic boundaries of San Francisco, as depicted in the attached maps in Appendix B for Presidio Area A/B Map and other NPS lands in San Francisco. The corollary objectives of this Agreement are to provide for the following:

- (a) A smooth transition between NPS and SFFD for the provision of Emergency Services to NPS Areas;
- (b) A safe environment and experience within NPS Areas for the public; and
- (c) Fire detection, protection and suppression responses for NPS structures and lands in such a manner that protects the health and safety of our visitors, as well as the natural and cultural resources therein.

ARTICLE II - AUTHORITY

Pursuant to 16 U.S.C. §1g, the NPS is authorized to enter into cooperative agreements with state, local and tribal governments to transfer NPS appropriated funds to those entities for the public purpose of carrying out NPS authorized programs, functions and responsibilities.

Pursuant to 16 U.S.C. §460bb-3, Secretary of Interior, through the NPS is authorized to enter into cooperative agreements with local governments for the provision of rescue, fire fighting and fire prevention services on a reimbursable basis.

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Provide for financial assistance in the form of reimbursement to SFFD, as provided for in Article VI, for its services provided under this Agreement.
2. Provide SFFD an NPS Fire/EMS management liaison to facilitate communication and coordination of all services under this Agreement.
3. Prepare or revise pre-fire plans for NPS buildings in Presidio Area A, insuring that all plans are prepared or updated within the first year of this Agreement. GGNRA shall provide SFFD with copies of all existing pre-fire plans for Area A for SFFD's operational use, and shall seek SFFD input in developing pre-fire plans for those buildings without pre-fire plans.
4. Provide SFFD with equipment and property as provided for in Article X, Property Utilization.
5. Provide for fire prevention inspections of all NPS buildings in accordance with NFPA standards and NPS policy and regulation.
6. Provide coordinated emergency response dispatch with SFFD's dispatch operations on all relevant calls coming through the Presidio Communications Center.

B. SFFD agrees to:

1. Provide all labor, supervision, materials, equipment and professional expertise necessary to perform Emergency Services in NPS Areas including but not limited to, Presidio Area A, Fort Funston, Ocean Beach, Aquatic Park, Fort Mason, China Beach and Lands End/Cliff House. A description

of the Scope of Services and the service performance standards is set forth in Appendix A, attached hereto and incorporated or specified herein.

2. Operate a four-person Type 1 Advanced Life Support Engine Company to provide service to Area A within the service parameters established in this Agreement.
3. Provide periodic financial and performance reports to NPS as defined in Article IX of this Agreement.
4. Provide GGNRA a single SFFD Emergency Services management liaison to facilitate communication and coordination of all services under this Agreement.
5. Review pre-fire plans for NPS buildings developed by the GGNRA.
6. Maintain, within the assigned Presidio station, copies of all pre-fire plans for structures in Presidio Area A that GGNRA has provided to SFFD.
7. Participate in any review conducted by NPS of the Emergency Preparedness Plan for Presidio Area A. The SFFD will assist GGNRA staff in monitoring the need and condition of emergency preparedness supplies, and also assist the GGNRA in coordinating its emergency planning efforts with those of the City and County of San Francisco, if GGNRA requests such assistance.
8. Review any informational and educational materials developed by NPS to aid in public information, understanding and knowledge about SFFD's services in Area A, and to improve fire prevention, suppression and emergency service efforts in Area A. Any published materials and information/publicity regarding these services shall acknowledge involvement of both NPS and SFFD.

C. The NPS and the SFFD, jointly, agree to:

1. Meet periodically, and at least quarterly, to review ongoing services under this Agreement and any outstanding issues requiring resolution.
2. Insure that all hydrant adapters and dispatch communications equipment are compatible for effective firefighting and emergency responses within NPS Areas.
3. Work together in a joint effort to insure that SFFD personnel meet Area A building occupant representatives, conduct walk-throughs, understand

building uses, and receive training provided by NPS on historic preservation values and standards as it pertains to firefighting within NPS Areas.

4. Jointly develop Emergency Response Operating plans for NPS areas in San Francisco with relevant parties.

ARTICLE IV-TERM OF AGREEMENT

A. Agreement Term

The initial term of the Agreement is October 1, 2010 through September 30, 2020 ("Agreement Term"), unless otherwise terminated pursuant to the terms herein the Agreement.

B. Extension of Agreement Term

GGNRA shall have the option to extend the Agreement on the same terms and conditions for three (3) consecutive periods of five (5) year extensions, subject to SFFD agreement and approval through the City's contracting procedures. GGNRA and SFFD shall meet no later than three hundred sixty-five (365) days prior to the expiration of the Agreement Term or the extension period then in effect, whichever is applicable, to decide on such an extension of the Agreement Term. If either party does not agree to extend, that party shall notify the other party of its decision not to extend the Agreement in writing within thirty (30) calendar days of the meeting, and shall provide an explanation for the decision.

C. Termination of Agreement

Either party may terminate the Agreement prior to the expiration of the Agreement Term or the extension period then in effect, whichever is applicable, upon not less than 365 days prior written notice to the other party.

ARTICLE V – AGREEMENT ADMINISTRATION

A. NPS's Contracting Officer

NPS's Contracting Officer ("CO") is the individual with the delegated authority to administer this Agreement on behalf of the GGNRA. The CO, who is solely responsible for making any changes to the scope of services, schedule or other Agreement terms and conditions by written Agreement Modification, is:

Name: Leo Guillory
Phone: (415) 561-4791
Fax: (415) 561-4795

E-mail: leo_guillory@nps.gov
Address: Pacific West Region, National Park Service
Attn: Chief, Contracting and Procurement
1111 Jackson St., Suite 700
Oakland, CA 94607

B. GGNRA's Designated Representative

GGNRA's Agreement Technical Representative (ATR) responsible for monitoring technical work accomplished under this Agreement, reviewing invoices and providing input to the CO on performance under the Agreement is:

Name: Mike Savidge
Phone: (415) 561-4725
Fax: (415) 561-4710
E-mail: michael_j_savidge@nps.gov
Address: Golden Gate National Recreation Area
Attn: Superintendent's Office
Fort Mason, Building 201
San Francisco, CA 94123

C. Technical Direction

The ATR will provide Technical Direction on Agreement performance. "Technical Direction" means direction that assists SFFD in accomplishing the services within the scope of this Agreement, including review, comment on and approval / acceptance of reports or other deliverables.

The ATR shall issue Technical Direction in writing, or shall confirm any oral Technical Direction in writing within five (5) calendar days after issuance.

D. Assigned Personnel

SFFD shall assign only competent and qualified personnel to provide services as set forth in this Agreement and shall at all times be solely responsible for their work quality. The primary point of contact for NPS on operational issues with SFFD will be the Deputy Chief of Operations.

E. Communications

SFFD will address any written communication regarding this Agreement to the ATR with a copy to the CO. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the attention line of the ATR. The NPS and GGNRA will address any written

communications regarding this Agreement to the Deputy Chief of Administration for SFFD with a copy to the Chief Financial Officer.

F. Changes in Officials

Either party may change personnel responsible for managing or monitoring this Agreement or for providing services under this Agreement. If either party changes its liaison, or if the NPS changes the CO or the ATR, that party shall provide written notice to the other party within five (5) business days of the change.

ARTICLE VI - FINANCIAL ASSISTANCE

For services as described in the Agreement Documents, GGNRA shall provide financial assistance in the form of reimbursement to SFFD in accordance with both the Scope of Services and Financial Assistance clauses below.

A. Scope of Services: Appendix A, Scope of Services, specifies the service elements, standards, reporting responsibilities, training, community involvement, emergency preparedness and dispatch coordination and responsibilities, and other services to be provided by SFFD during the term of this Agreement.

B. Financial Assistance:

Invoices: The GGNRA shall make awards of all amounts approved by the CO, based upon SFFD's proper quarterly invoice submitted to the CO on or about the following dates each year of the Agreement: December 31, March 31, June 30, and September 30. The GGNRA shall make award within 45 days after GGNRA's receipt of SFFD's proper invoice.

Award: From October 1, 2010 to September 30, 2011, the GGNRA shall pay City the amount of Seven Hundred Fifty Six Thousand, Eight Hundred and Seventy Five Dollars and No/100 Dollars (\$756,875.00) as reimbursement for the performance of its services under the Agreement ("Agreement Award").

Award Adjustment: Commencing on October 1, 2011 and continuing on each October 1 thereafter during the Agreement Term, the Agreement Award shall be adjusted annually based on the calculation shown in Appendix D, **Annual Award Adjustment Based on Staffing Model** (the "Annual Adjustment"), provided that the Agreement Award after the Annual Adjustment shall not exceed the amount for that fiscal year (October 1 to September 30) as shown in Appendix C, **Schedule of Maximum Annual Adjustment**. If application of the entire Annual Adjustment as calculated under Appendix D would cause the Agreement Award to exceed the maximum amount for that year as designated in Appendix C, the Agreement Award for that year shall be capped at the maximum Award amount in Appendix C and SFFD may carry forward any remaining balance between the Annual Adjustment due under Appendix D and the maximum increase permitted under Appendix E. If

in any Award Annual Adjustment review, the increase in costs results in an Agreement Award that is less than the maximum amount for that year as set in Appendix C, the parties shall include any accumulated balances carried forward from prior Award Annual Adjustments in setting the Agreement Award for that year. An example of the carry forward of accumulated balances is set forth in Appendix E, **Example of Carry Forward of Balances**. Once all accumulated balances have been included in the Agreement Award, the Agreement Award shall be calculated based only on the increases in cost to the SFFD as calculated in Appendix D, unless and until additional balances are generated by application of the maximum Agreement Award amount in Appendix C.

The Agreement Award for the first year of each extension period referenced above in Section 3.2 (Extension of Agreement Term) shall be an amount equal to the Agreement Award in effect during the year prior to the commencement of the extension period in question as adjusted in accordance with this Section. The parties shall adjust the Agreement Award in each subsequent year of any extension in accordance with this Section.

Notice of Award Adjustment: On or about June 15 of each year, City shall notify GGNRA of the proposed Agreement Award Annual Adjustment amount and provide supporting documentation. On or about September 1 of each year, City shall confirm and verify the Award Adjustment.

- C. **Award Procedure:** Award to SFFD will be made by the U.S. Government's Accounting Operations Center ("AOC") as an electronic funds transfer within forty-five (45) days after GGNRA's receipt of SFFD's proper invoice.

To ensure timely processing of award, the SFFD is requested to submit SF-270, Request for Reimbursement, including all supporting documentation and submit this electronically via email. The email should include SFFD's tax identification code, agency name, invoice number and invoice amount in the cover message.

If not submitted electronically, the SF-270 shall be submitted via regular or overnight mail to:

Golden Gate National Recreation Area
Attn: Contracting Office/Accounts Payable
Fort Mason, Building 201
San Francisco, CA 94123

An invoice, to be considered proper, must contain and correctly state all of the following elements:

- SFFD name and address;
 - Tax Identification code;
 - Invoice Number;
 - Invoice Date;
 - Agreement Number; and
 - Dates of Performance Period Completion.
- D. **Award by Electronic Funds Transfer:** The GGNRA shall make financial awards to SFFD under this Agreement by Electronic Funds Transfer ("EFT") through the AOC provided SFFD has electronically registered on-line in accordance with requirements for such a transfer set forth herein. Financial award shall be considered made as of the date upon which the AOC performs the EFT transaction. In order to ensure proper award, SFFD must register with the Central Contracting Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact awards under this Agreement and/or any other financial assistance or procurements documents SFFD may have with the federal government. Awards will be made no more frequently than quarterly and will be paid by EFT directly into SFFD's account.
- E. **Appropriations:** Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year per the Anti-Deficiency Act.
- F. **Financial Agent Responsibilities:** SFFD shall designate a single financial agent capable of receiving and processing the EFT using the methods described in this Agreement. SFFD shall pay all fees and charges for receipt and processing of transfers. SFFD and NPS agree that the SFFD's financial agent may notify the GGNRA of a change to the routing transit number, SFFD's account number or account type. SFFD agrees that GGNRA may rely upon the information provided by SFFD's designated financial agent.
- G. **Erroneous Awards:** If an incomplete or erroneous award occurs because the GGNRA failed to use the correct EFT information provided by SFFD in the proper manner, the GGNRA remains responsible for:
- (a) Making a correct award; and
 - (b) Recovering any erroneously directed funds.
- If an incomplete or erroneous award occurs because the SFFD-provided EFT information was incorrect at the time of the AOC's release of the EFT award transaction instruction to the Federal Reserve System, and:
- (a) If the funds are no longer under the control of the award office, the GGNRA is deemed to have made the award and the SFFD is responsible for recovery of any erroneously directed funds; or

- (b) If the award remains under the control of the award office, the GGNRA retains the right to make award by mail.

ARTICLE VII - PRIOR APPROVAL

SFFD will obtain the prior written approval of the NPS for the items specified in 43 CFR §12.70

Article VIII – INSURANCE AND LIABILITY REQUIREMENTS/PROVISIONS

SFFD agrees:

To provide worker's compensation protection to the SFFD officers and employees, to the extent required by California law.

To submit to the NPS a letter of self-insurance signed by a duly authorized representative of City, with such letter evidencing that City's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. The letter of self insurance submitted by SFFD, and approved by NPS, shall be attached to this Agreement as an Appendix G.

Where any of the Emergency Services identified herein are provided by an outside subcontractor to SFFD, NPS must receive certification of their qualifications and receive documentation of the adequacy of their insurance coverage prior to delivery of service. Where any of the Emergency Services identified herein are provided by a private ambulance provider permitted by the City through its Emergency Medical Services Agency (EMSA), that private ambulance provider shall meet all EMSA requirements, including regarding qualifications and insurance.

To indemnify, save, hold harmless, and defend the United States, Department of the Interior (DOI), NPS, GGNRA and its officers, employees and agents against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any intentional misconduct or grossly negligent act or omission of SFFD, its officers, employees, or agents arising out of the activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

To cooperate, to the extent allowed by law, in the submission of claims pursuant to the California Tort Claims Act, California Government Code §905 et seq., against the City by DOI, NPS, GGNRA or third parties for personal injury or property damage resulting from any act or omission of any employee or agent of the City in the course of his/her activities pursuant to the terms of this Agreement.

In the event of damage to, or destruction of, any equipment assigned for the use of SFFD, in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair that equipment or apparatus, nor be liable in any way for the operation of that equipment by SFFD.

To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the SFFD, or its officers, employees, agents and permittees.

The National Park Service agrees:

GGNRA is self-insured as a unit of an agency of the US government, and is prohibited from entering into "hold harmless" or "indemnity" agreements. The United States Government disposes of its liabilities under the provisions of the Federal Tort Claims Act (28 U.S.C. §2671).

To cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States by SFFD or third parties for personal injury or property damage resulting from any act or omission of any employee or agent of the United States Government in the course of his/her activities pursuant to the terms of this Agreement.

NPS and SFFD agree that:

NPS neither keeps nor has any obligation to obtain and keep any insurance of any kind for the purposes of this Agreement.

ARTICLE IX - REPORTS AND /OR DELIVERABLES

- A. **Where to Submit** - In accordance with 43 *CFR Part 12.80 through 12.82*, SFFD will submit the financial and performance reports required under this Agreement to the NPS CO, and GGNRA Superintendent, at the following address:
- Golden Gate National Recreation Area
Attn: General Superintendent
Attn: Chief, Contracting Office
Fort Mason, Building 201
San Francisco, CA 94123
- B. **What and When to Submit** - SFFD will submit to the NPS the following reports at the specified times:
1. Financial Status Report - An SF-424 Financial Assistance Application, annually, prior to each anniversary date of this Agreement.

2. Quarterly and Annual Performance Report - Quarterly and annual performance reports as follows:
 - (a) Within fifteen (15) days after the end of each calendar quarter, the SFFD will provide call response reports to the NPS that include the following data for responses in Presidio Area A: number, category and response times, type of service provided; and number/type of units responding and responding stations. NPS and SFFD shall mutually agree on the content and format of the reports. The reports shall be based on data normally collected by SFFD.
 - (b) SFFD shall use its best efforts to provide NPS with a report that complies with NPS government reporting requirements regarding visitor and NPS employee accidents and fatalities annually no later than October 15 for the fiscal year ending September 30.
 - (c) SFFD and NPS agree to meet periodically (at least quarterly) to review performance under this Agreement. Such meetings may include representatives of other relevant service providers as appropriate.
- C. **Record Keeping** – Only as provided in Article XII, Propriety and Confidential Information, SFFD will keep confidential all information and emergency medical records in accordance with data protected by the Privacy Act of 1974 (PL 93-579) concerning their activities and responses as a result of this Agreement, and in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable OMB Circulars.
- D. **Access to Records** -
 1. SFFD will give the NPS, and the Comptroller General of the United States, or any authorized representative, with five (5) business days advance written notification, access to and the right to examine all records related to services under this Agreement.
 2. The NPS will give SFFD, or any authorized representative, the right to examine any records related to this Agreement that otherwise would be available to SFFD under the *Freedom of Information Act*, 5 U.S.C. §552.

ARTICLE X - PROPERTY UTILIZATION

A. **Equipment/Property Provided:**

1. All equipment or property furnished by the GGNRA to SFFD will be on a loan basis. The GGNRA shall provide one (1) triple combination pumper (engine) for use by SFFD at the time of transfer of services, and one (1) other additional triple combination pumper at such time as the NPS fire department in the Marin Headlands closes, both in "as is" existing condition. The GGNRA will also provide twenty (20) bed frames and lockers for use of SFFD at the time of transfer of service.

SFFD will be wholly responsible for any repairs and maintenance to the above equipment and personal property during the term of SFFD's use without liability to the GGNRA. GGNRA does not warrant the condition of said equipment or property in any manner. At the time the equipment or personal property becomes obsolete, or upon expiration or termination of this Agreement, the SFFD will return the equipment or property to the GGNRA for final disposition; the GGNRA will not be responsible for any replacement of said equipment and personal property. SFFD will also be solely financially responsible, and liable for, the maintenance, repair and readiness of the all NPS-provided equipment and property while in SFFD's custody and control, maintaining such in good working condition until the expiration or termination of this Agreement, and/or for the useful life of such equipment or property, whichever is sooner.

If any equipment or property is still in use at the end of the 10 year Agreement Term, or any extension of the term, whichever is applicable, both GGNRA and SFFD will assess whether the equipment or property is still in usable condition and will determine whether the equipment or property should be excessed according to the Federal Property Disposal Procedures.

2. NPS will inventory all other relevant NPS Emergency Services property and that property will be excessed by NPS as part of federal property disposal procedures unless the parties mutually agree that those items are deemed essential to the services provided under this Agreement. If any items are deemed essential, the parties shall add those items as "property for SFFD use" in an addendum to this Agreement prepared under Article XI, Modification.

- B. **SFFD - Acquired Equipment** - SFFD will utilize and manage property provided by this Agreement as specified in 43 *CFR* §12.71 through 12.73. The specific method for disposition of SFFD-acquired equipment will be agreed to by SFFD and the NPS prior to any disposition. NPS is responsible for the disposal of any federal property utilized by SFFD under federal property regulations..
- C. **Property Records** - SFFD will maintain records of all property acquired under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 *CFR* §12.72 (d)(2).

ARTICLE XI – MODIFICATION

- A. This Agreement may be modified only by a written instrument executed by the parties and approved in the same manner as this Agreement.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."*
- (b) *OMB Circular A-97, "Provisions for Specialized and Technical Services to State and Local Governments."*
- (c) *OMB Circular A-102, as codified by 43 CFR Part 12, Subpart C, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."*
- (d) *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."*
- (e) *31 USC 1352 Prohibition, Limitation on Awards to Influence Certain Federal Transactions."*
- (f) *43 CFR 12 Subpart D, (Reserved).*
- (g) *43 CFR 12 Subpart E, "Buy American Requirements for Assistance Programs." (43 CFR 12.2(b)).*

Non-Discrimination - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

Limitation on Lobbying - The SFFD will not undertake activities, including lobbying, related to this Agreement, that seek to either (1) alter the appropriation of

funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the SFFD from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any SFFD or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the SFFD's ability to interact with elected officials.

Anti-Deficiency Act - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

Minority Business Enterprise Development - Executive Order 12432 - It is national policy to award a fair share of agreements to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* §12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 *CFR* §12.76 for State and Local Governments.

Invalid Sections - Should any section of this Agreement be found to be invalid or unenforceable, all other sections shall remain in full force and effect as though severable from the part found invalid or unenforceable.

Laws and Regulations - All applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders or decrees in effect at the time the work under this Agreement is performed ("Laws and Regulations") shall apply to the SFFD and its employees, representatives and contractors.

If the SFFD discovers any discrepancy or inconsistency between this Agreement and any Laws and Regulations, SFFD shall immediately notify the GGNRA CO and ATR in writing.

Applicable Law - The rights and obligations of the parties to this Agreement shall be governed by, and this Agreement shall be interpreted and enforced in accordance with, all applicable federal laws and regulations.

Independent Contractors - SFFD is a department of the City and County of San Francisco and nothing in this Agreement shall be construed as creating any other relationship between the SFFD, its employees, agents or contractors, and GGNRA, including but not limited to agency or joint venture relationships. Absent express written authorization, the SFFD is not authorized to bind the GGNRA or federal government, by any promise, agreement or obligation.

Notification of Conflict Of Interest Regarding Personnel - SFFD agrees to notify the CO of any actual, apparent, or potential conflict of interest, about which SFFD Command staff become aware, with regard to any individual working on or having access to information regarding this Agreement. "Conflict of interest" means that because of activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial advice or assistance to the GGNRA, or the person's objectivity in performing work under the Agreement is or might be impaired, or the person has an unfair competitive advantage. In the event that a conflict of interest exists, SFFD and GGNRA will consult regarding the appropriate action to be taken regarding the participation by the involved individual's (or individuals') participation in the performance of the work implicated in the conflict of interest scenario.

Proprietary or Confidential Information - Except for medical records covered under the Health Insurance Portability and Accountability Act (HIPAA), GGNRA shall identify and mark "Confidential" any documents to be protected by the Privacy Act of 1974 (PL 93-579) ("Privacy Act"), the Freedom of Information Act (5 USC 552) ("FOIA) or which have not been released or otherwise made available to the public. SFFD agrees that without prior written approval of the GGNRA, it shall not disclose information in documents or release documents so marked "Confidential" unless required under applicable federal, state and local law, or court order. In addition, the SFFD agrees that to the extent it receives or is given access to information or documents marked "Confidential" it shall treat such information in accordance with any Federal restrictions imposed on such information.

The ATR, after a written determination by the Department of Interior's Solicitor, may disclose confidential business information or records marked confidential to the extent necessary for SFFD to perform the services required under this Agreement and under the following conditions:

SFFD shall:

- Use the confidential information only for the purposes of performing the services required by the Agreement;
- Return to the ATR all copies of records marked "Confidential", and any abstracts or excerpts there from, whenever the information is no longer required

by SFFD for the performance of the work required by the Agreement, upon completion of the Agreement, or upon request by the ATR.

The SFFD shall obtain the written consent of the CO after a written determination by the DOI Solicitor, prior to entering into any subagreement that will involve the disclosure of confidential business information or records marked "Confidential" by the SFFD to its subcontractor. The SFFD agrees to include this clause, including this paragraph, in all subcontracts or agreements awarded, pursuant to this Agreement, that require the furnishing of confidential business information to the subcontractor.

All terms in this Agreement relating to SFFD's rights and obligations regarding confidential information shall survive the expiration or other termination of this Agreement.

Records and Audit - The SFFD shall maintain for a period of three (3) years after the expiration of the Agreement Term and any extension thereof, or after the termination date of this Agreement, all records, documents, and accounts in connection with the performance of this Agreement that will accurately document the performance of the work and incurred costs, both direct and indirect, of whatever nature. The GGNRA, or its representatives, shall have the right to examine and copy, at reasonable times and with five (5) business days advance written notification, such records, documents, and accounts. For the same period, SFFD shall also direct its contractors and agents to preserve all records, documents, and accounts in connection with the performance of this Agreement.

All medical records will be protected, maintained and retained in full accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements.

SFFD shall make available to the GGNRA all records and accounts concerning this Agreement upon written request and five (5) business days advance notification by the GGNRA. The GGNRA and other government agencies shall have the right to audit the SFFD's records as relates to performance of the Agreement, and obtain information necessary for internal GGNRA audits.

Notice - All notices, demands, statements, and communications contemplated hereunder shall be in writing and shall be given by personal delivery, or sent by registered or certified regular or express mail (or registered or certified express mail service) of the U.S. Postal Service), postage prepaid, return receipt requested, or sent by a reliable overnight courier service, to the following addresses, or to such other address as shall from time to time have been designated by written notice by either party to the other party as herein provided:

GGNRA: Golden Gate National Recreation Area
Attn: General Superintendent, Contract Officer, or
Agreements Technical Representative
Building 201, Fort Mason
San Francisco, CA 94123
Reference: Agreement No. H8141100032

SFFD: San Francisco Fire Department
698 Second Street
San Francisco, CA 94107
Attn: Deputy Chief of Administration
Attn: Chief Financial Officer
Reference: GGNRA Presidio Contract

Notices, demands, statements and communications contemplated hereunder may be deemed to be invalid by the intended recipient if the same are not sent in accordance with the terms of this section.

Alternative Dispute Resolution – Agreement Claims and Related Disputes - Agreement claims shall be in writing and, at a minimum, shall include a statement of facts, adequate supporting information, and a request for relief. Agreement claims must be signed and certified as accurate by a duly authorized representative of the SFFD. Agreement claims must be filed with the GGNRA CO within six (6) months after the accrual of the claim. Accrual of an Agreement claim or related dispute occurs on the date of the last event tending to establish, in the mind of a reasonable person acting with due diligence, the liability of the other party.

The SFFD is required to continue to fully undertake its tasks set out in this Agreement pending resolution of Agreement claims or related disputes.

Claims and related disputes shall be resolved informally at the GGNRA's CO level whenever possible. Except in matters involving fraud and in matters in which authority to settle Agreement claims has been specifically withheld by federal statute or law, the CO shall have full authority to settle Agreement claims.

Equal Employment Opportunity - The SFFD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SFFD will take affirmative action to ensure that all applicants are considered, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SFFD agrees to post in a conspicuous place at the Presidio Station a notice regarding non-discrimination requirements.

Nondiscrimination Because of Age - The SFFD and its subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, condition, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

The SFFD and its subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on GGNRA agreements, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

Prohibition of Segregated Facilities - "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The SFFD agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments. The SFFD agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement.

Assignment - The GGNRA may assign this Agreement to other United States governmental entities at its discretion. GGNRA shall provide thirty (30) days advance written notice to SFFD in the event of any assignment. SFFD acknowledges that this Agreement is an agreement that requires SFFD to provide services for the public benefit, and that it may not assign its obligations hereunder to another party, provided however, that under the City and County of San Francisco's Emergency Operating Area agreement, the City may assign medical calls to the closest available transport ambulance. Any service by an ambulance provider other than SFFD shall not be deemed a breach or assignment of the Contract.

Printing and Double-Sided Copying on Recycled Paper - The SFFD will make a good faith effort to submit paper documents to the GGNRA (when not using electronic methods) that are printed or copied double-sided on recycled paper that meets minimum content standards specified in Section 505 of Executive Order 13101 (30% post-consumer material).

Use of Logos/Representations - The logo design of the NPS is a registered government agency service mark and may not be used or reproduced without the NPS's express prior written permission. NPS may not utilize the SFFD's logo without express prior written permission from the SFFD.

Neither the NPS or SFFD may represent the other agency in any of its materials, or the media, without express written permission from the other party.

Effect of Agreement - The Parties acknowledge and agree that this Agreement is in lieu of any claim for reimbursement or financial assistance otherwise available to SFFD under the Federal Fire and Prevention and Control Act of 1974 and regulations issued there under for the provision of fire fighting services to NPS Areas, including Presidio Area A.

Agreement Execution - This instrument shall not constitute an agreement until executed in writing by the SFFD, and approved by the San Francisco Board of Supervisors and Mayor, and the GGNRA Superintendent or his designee. The undersigned do hereby state that this Agreement is executed in duplicate, as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

B. Special Provisions

Conformance with Policies, Regulations and Existing Conditions

- a. GGNRA will provide SFFD with copies of NPS and GGNRA's policies, procedures, and regulations regarding fire safety and prevention, including, but not limited to, building codes, building permits, plan review, fire inspections, alarm servicing and testing, and Special Events (including tents) permitting and monitoring. SFFD shall comply with any policies, procedures or regulations provided by GGNRA that are applicable to SFFD's services under this Agreement.
- b. SFFD has been provided the water flows at hydrants and accepts the existing conditions in Presidio Area A regarding hydrant water pressure and coupling. Responsibility for the maintenance and repair of the water system and hydrants in Area A is the subject of a separate agreement between the GGNRA and Presidio Trust, as the Trust is the water utility for the Presidio. GGNRA shall promptly notify SFFD if it is made aware that the water system is experiencing a loss of pressure or a break in service. SFFD shall notify GGNRA and the Trust if it becomes aware that the water system is not operating properly or otherwise is in need of repair. Any inability of SFFD to provide any services under this Contract due to the condition of the water system or hydrants, including but not limited to inadequate water pressure, shall not be a breach of this Agreement.

- c. GGNRA shall be responsible for the preparation or revision of pre-fire plans for NPS buildings in Presidio Area A and shall provide SFFD with copies of all existing pre-fire plans for Area A for SFFD's operational use. GGNRA shall consult with SFFD in the development of pre-fire plans for any buildings without pre-fire plans. SFFD shall maintain copies of pre-fire plans at its assigned Presidio station. GGNRA shall assist SFFD in its efforts to become familiar with Presidio Area A buildings and tenants.
- d. The GGNRA shall identify in writing the historically significant buildings, structures, and lands of the NPS areas. In applying its standard policies and procedures, the SFFD agrees to use all reasonable efforts to respect and preserve the historically significant buildings, structures and lands in the NPS Areas and to utilize the pre-fire plans provided in any response to historic structures.
- e. Certifications – The following certification is required in accordance with the above provisions and made a part of this Agreement: DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII - ENUMERATION OF AGREEMENT DOCUMENTS

This Agreement and its Appendices incorporated hereto represents the entire and integrated agreement between the GGNRA and the City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written modification as set forth in Article XI above.

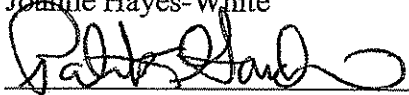
The parts of this Agreement between the GGNRA and the SFFD (collectively referred to herein as the "Agreement Documents") are enumerated as follows:

Agreement for Fire and Emergency Medical Services between the GGNRA and City;
Appendix A, Scope of Services;
Appendix B, Presidio Area A/B Map and Other NPS Areas Map
Appendix C, Schedule of Maximum Annual Adjustment
Appendix D, Annual Award Adjustment Based on Staffing Model
Appendix E, Example of Carry Forward of Balances
Appendix F, Letter of Self-insurance from City
Modifications issued under the Agreement (if any).

This Agreement entered into as of the Effective Date first written above.

SAN FRANCISCO FIRE DEPARTMENT

For By: Joanne Hayes-White

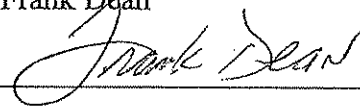
Name: 

Title: Chief of Department

Date: 7-19-2010

GOLDEN GATE NATIONAL RECREATION AREA

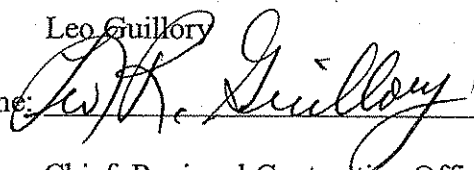
By: Frank Dean

Name: 

Title: General Superintendent, GGNRA

Date: 7/19/2010

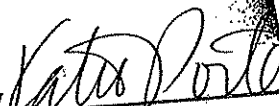
By: Leo Guillory

Name: 

Title: Chief, Regional Contracting Office Pacific West Region, NPS

Date: 7/19/2010

Approved *as to form*
DENNIS J. HERRERA
City Attorney

By 
Deputy City Attorney

APPENDIX A

SCOPE OF SERVICES

1. Description of Services

SFFD will provide firefighting, rescue, hazardous materials responses, and emergency medical services for Area A of the Presidio, and so long as it is providing such services under this Agreement, will occupy and operate a fire station within the Presidio. SFFD will also continue to provide firefighting and emergency medical services at a level as provided historically for all other NPS Areas depicted in Appendix B, including but not limited to, Fort Funston, Ocean Beach, Aquatic Park, Fort Mason, China Beach and Lands End/Cliff House. SFFD will provide these services to NPS Areas at a level and with management oversight consistent with emergency services provided by SFFD throughout San Francisco and the Service Performance Standards identified below in section 1.2 with the exception of Ft. Funston and Alcatraz for which service standards will be identified as part of a separate emergency response operating plan. At a minimum, as part of the extension of provision of it's services to the Presidio, SFFD will also provide the following services to Area A of the Presidio within the following described service performance parameters:

1.1 Service Elements:

Firefighting, emergency medical services, technical rescue, and hazardous material incident response at both the first responder and hazardous materials team levels via:

- A four person Type 1 Advanced Life Support Engine Company, including paramedics, located in Station 51 operating 24 hours per day, 365 days a year, and other SFFD stations located within the City as may be required to meet Service Performance Standards;
- The same level of Paramedic ambulance service in Area A of the Presidio as deployed in San Francisco neighborhoods. Coverage shall be provided 24 hours per day, 365 days a year and the ambulance shall be staffed and operated per San Francisco County EMS system policies;
- As appropriate, additional fire fighting, rescue and emergency medical support dispatched from fire stations and ambulance posts located outside Area A, consistent with SFFD's policies and procedures;
- Emergency incident command and daily supervision of units providing services under this Agreement consistent with the levels provided citywide.

1.2 Service Performance Standards

- 1.2.1 SFFD will use all reasonable efforts to provide first-responder unit response on average at 5 minutes or less from response unit notification (or 4 minutes or less drive time), 90% of the time, for incidents within Area A.

- 1.2.2 SFFD will deploy the personnel, equipment, and resources to incidents in Area A at the same level normally dispatched within the City to similar incident types. When multiple units are needed, SFFD shall use all reasonable efforts to have the additional units on-scene within 9 minutes or less from response unit notification (or 8 minutes or less drive time), 90% of the time, for incidents within Area A.
- 1.2.3 When dispatched by the Department of Emergency Management (DEM) for transport services, SFFD shall respond to incidents within Area A needing patient transport with an ambulance with a licensed paramedic. SFFD shall use all reasonable efforts to meet the response time goals of the San Francisco County EMS System and at a level equivalent to the service received within San Francisco neighborhoods. The DEM Division of Emergency Communications is responsible for emergency dispatch within the City. Under the City's Emergency Operating Area Agreement, to provide the most timely response, DEM dispatches the closest available transport ambulance to calls for medical services. Under that Emergency Operating Area Agreement, during the term of this Agreement, for some medical incidents in NPS Areas, including Presidio Area A, DEM may dispatch an ambulance from a provider other than SFFD if that ambulance is closest to the incident location. NPS agrees that any dispatch of or services by an ambulance provider other than SFFD within NPS Areas, including Presidio Area A, shall not be deemed a breach by City of this Agreement.

1.3 Construction Activities

SFFD acknowledges that during the term of the Agreement, demolition and construction activities associated with the rebuilding of Doyle Drive, by or on behalf of the California Transportation Department, is anticipated to generate significant noise, traffic, traffic disruption and dust that will affect the Presidio Area A. SFFD specifically acknowledges the same and expressly agrees at all times to use all reasonable efforts to meet the Service Performance Standards set forth in this Agreement.

1.4 Reporting

Within fifteen (15) days after the end of each calendar quarter, the SFFD will provide reports to the GGNRA, that include the following data for responses in Presidio Area A, as well as for all call-outs from the Presidio Station, consistent with data entered into the National Fire Incident Reporting System including: response area, number, category and time of responses; type of service provided; and number/type of units responding and responding stations. GGNRA and SFFD shall mutually agree on the content and format of the reports. The reports shall be based on data normally collected by SFFD.

1.5 Equipment/Training

SFFD shall maintain, in safe working condition, all equipment needed to provide services under this Agreement, including but not limited to that equipment

provided by NPS. SFFD shall also insure that all its personnel are adequately trained on all apparatus and appliances to provide services outlined in this Scope of Services.

1.6 Emergency Preparedness

SFFD shall participate in the review of the GGNRA's Emergency Preparedness Plan for Area A. The SFFD will assist in monitoring the need and condition of emergency preparedness supplies with GGNRA staff. SFFD will also assist the GGNRA in coordinating its emergency planning efforts with those of the City and County of San Francisco, as requested by GGNRA.

1.7 Community Involvement

The SFFD shall upon request of the GGNRA participate in up to six (6) community events each year, if operationally possible. The GGNRA shall organize the events, which may include: participation in park tenant meetings on public safety topics, CPR classes for park tenants and employees, employee fire safety programs for employees of non-residential tenants and GGNRA employees, and special event safety checks and programs.

1.8 Emergency Dispatch Coordination

SFFD acknowledges that the NPS operates the Presidio Communications Center (PCC) emergency dispatch center located in the Presidio under the oversight of the United States Park Police (USPP). The PCC shall notify the DEM Division of Emergency Communications of calls received while simultaneously notifying the relevant USPP staff of all calls in the Presidio as an agency whose jurisdictional authority includes requirements for federal incident reporting. Likewise, the DEM Division of Emergency Communications shall notify the PCC of all calls received for NPS areas to insure simultaneous notification of relevant park personnel. The PCC and SFFD shall coordinate timely communications to ensure effective and timely responses to dispatched or emergency calls. NPS shall pay all costs of coordinating/connecting the PCC and USPP with SFFD's dispatch by the effective date of this Agreement.

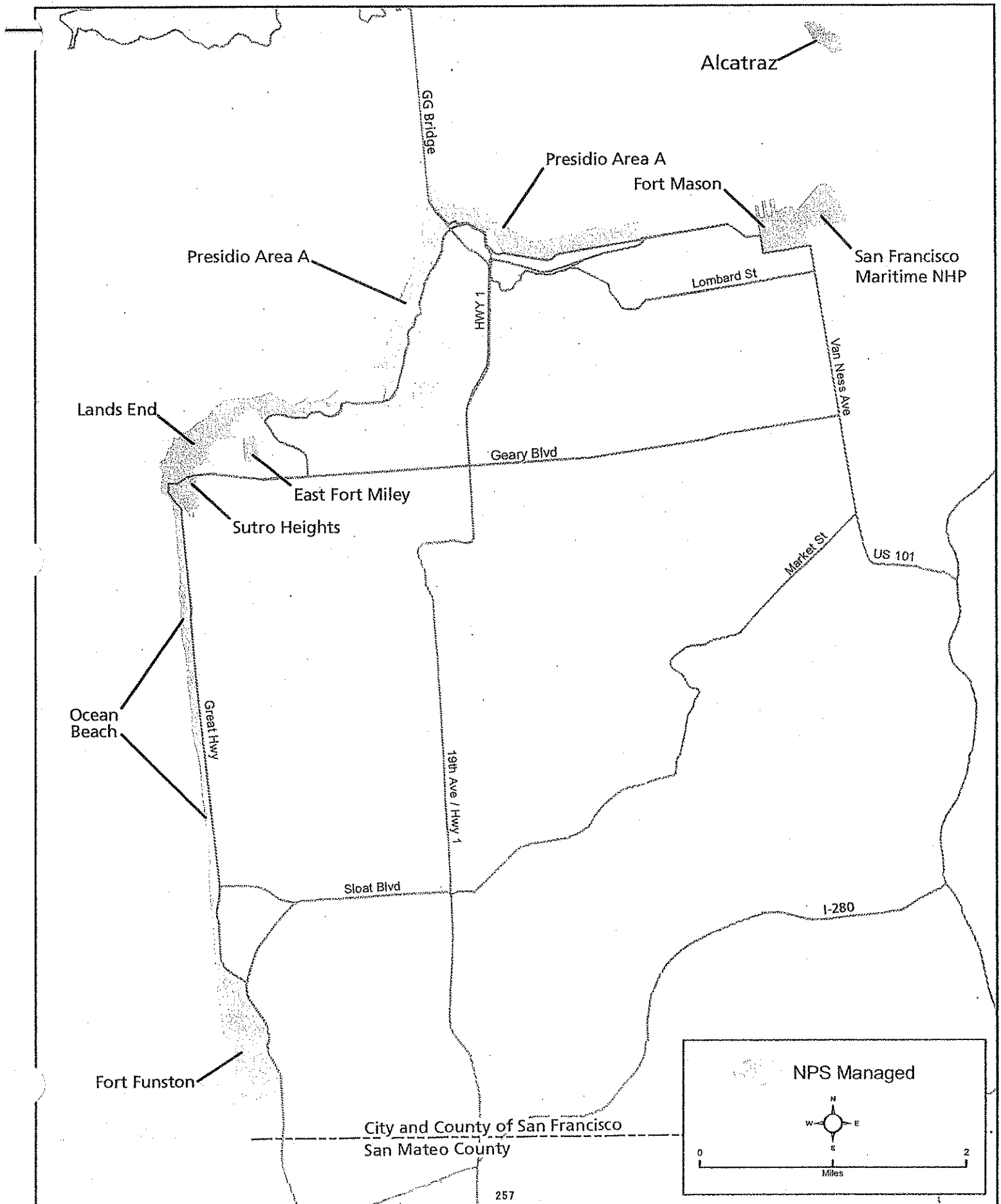
1.9 Fire Prevention:

Fire prevention responsibilities for building inspections, alarm servicing, alarm-testing, plan review, and building permitting will not be the responsibility of SFFD.

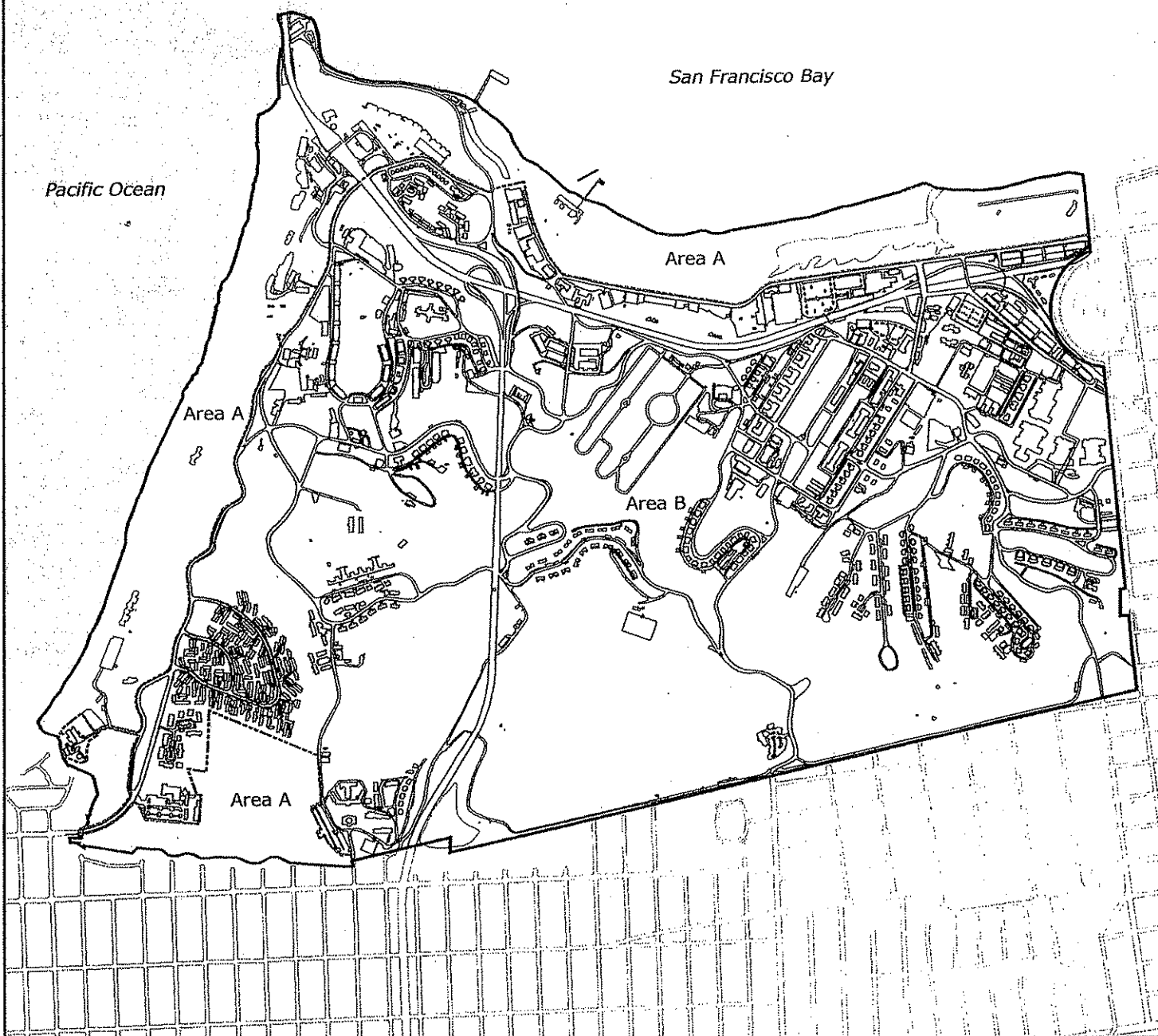
2.0 Special Event Permitting:

The GGNRA Special Event Coordinator will submit relevant special event permits to SFFD for review and input on requirements for such a permit, and for joint pre-planning of any critical emergency service support required.

Appendix B - Map of NPS lands in San Francisco



Presidio of San Francisco Areas A and B Boundary Map



----- Area A / B Boundary Line



Grid System:
California State Plane Zone III -
Datum: North American Datum 1927

Feet
0 250 500 1,000 1,500

Prepared by: _____
Map of: _____
Date: 07/07/10
Scale: 1 Inch = 1500 Feet
By: Hans Barnaal



Appendix C

Schedule of Maximum Annual Award-GGNRA

Fiscal Year Begins Effective October 1 of each year

Not to exceed-NTE

Contract Year	Starts	NTE Amount
1	10/1/2010	\$756,875
2	10/1/2011	\$783,366
3	10/1/2012	\$810,783
4	10/1/2013	\$839,161
5	10/1/2014	\$868,531
6	10/1/2015	\$898,930
7	10/1/2016	\$930,393
8	10/1/2017	\$962,956
9	10/1/2018	\$996,660
10	10/1/2019	\$1,031,543
11	10/1/2020	\$1,067,647
12	10/1/2021	\$1,105,015
13	10/1/2022	\$1,143,690
14	10/1/2023	\$1,183,719
15	10/1/2024	\$1,225,149
16	10/1/2025	\$1,268,030
17	10/1/2026	\$1,312,411
18	10/1/2027	\$1,358,345
19	10/1/2028	\$1,405,887
20	10/1/2029	\$1,455,093
21	10/1/2030	\$1,506,021
22	10/1/2031	\$1,558,732
23	10/1/2032	\$1,613,288
24	10/1/2033	\$1,669,753
25	10/1/2034	\$1,728,194

Appendix D

Annual Award Adjustment Calculation-Based on Presidio Staffing Model

Shift factor of 31/9 = 3.444

All data is valid for SFFD Fiscal Year 2010-11

Rank	Positions	Salary		Training/Education		Holiday Pay		Premium Pay		Driver Premium	Total Premium Costs	Mandatory Fringe Benefits					Total Fringe Costs	Total Personnel Costs
		Salary	Total Salary Costs	6%	6.26%	Retention	4%	5%	Retirement			Social Security	Unemployment	Hltb/Depend/Dent.				
Officer	H-30 Captain	1,000	\$ 137,477	\$ 8,249	\$ 8,606	\$ 5,499	\$ 21,354	\$ 2,318	\$ 320	\$ 13,121.75	\$ 37,432	\$ 197,263						
Officer	H-20 Lieutenant	2,444	\$ 120,417	\$ 17,651	\$ 18,426	\$ 11,774	\$ 47,862	\$ 4,982	\$ 684	\$ 32,075.39	\$ 84,128	\$ 426,941						
Driver	H-2 Firefighter	3,444	\$ 103,519	\$ 21,415	\$ 22,343	\$ 14,276	\$ 63,214	\$ 14,716	\$ 5,181	\$ 45,197.14	\$ 109,098	\$ 559,222						
Paramedic	H-3 Firefighter/Paramedic	3,444	\$ 119,734	\$ 24,745	\$ 25,817	\$ 16,497	\$ 67,059	\$ 65,017	\$ 959	\$ 45,197.14	\$ 118,125	\$ 597,602						
EMT	H-2 Firefighter	3,444	\$ 103,519	\$ 21,415	\$ 22,343	\$ 14,276	\$ 58,034	\$ 56,266	\$ 6,017	\$ 45,197.14	\$ 108,310	\$ 523,253						
Totals:	13,778		\$ 1,558,067				\$ 258,523				\$ 457,092	\$ 2,273,681						

FY11-12 Example

Assumptions: 2% raise 7/1/11, Retirement to 14.5%, Holiday to full 6.5%

Rank	Positions	Salary		Training/Education 6%	Holiday Pay 5.50%	Premium Pay Retention 4%		Driver Premium 5%	Total Premium Costs		Retirement 14.50%	Social Security 1.45%	Mandatory Fringe Benefits			Total Fringe Costs	Total Personnel Costs
		Salary	Total Salary Costs			Unemployment	Hltb/Depend/Deat.										
		1,000	\$ 140,227	\$ 8,414	\$ 8,715	\$ 5,609		\$ 23,137	\$ 23,688	\$ 2,369	\$ 327	\$ 13,122	\$ 39,505	\$ 202,869			
	H-30 Captain	2,444	\$ 122,825	\$ 18,014	\$ 19,516	\$ 12,010		\$ 49,540	\$ 50,718	\$ 5,072	\$ 700	\$ 32,075	\$ 88,565	\$ 438,344			
	H-20 Lieutenant	3,444	\$ 105,691	\$ 21,843	\$ 23,663	\$ 14,562	\$ 5,285	\$ 65,353	\$ 62,263	\$ 6,226	\$ 859	\$ 45,197	\$ 114,545	\$ 543,946			
	H-3 Firefighter	3,444	\$ 122,129	\$ 420,665	\$ 27,343	\$ 16,827		\$ 69,410	\$ 71,061	\$ 7,106	\$ 980	\$ 45,197	\$ 124,344	\$ 614,420			
	Paramedic	3,444	\$ 105,691	\$ 364,048	\$ 25,240	\$ 14,562		\$ 60,068	\$ 61,497	\$ 6,150	\$ 848	\$ 45,197	\$ 113,692	\$ 537,808			
	H-2 Firefighter	3,444	\$ 105,691	\$ 21,843	\$ 23,663	\$ 14,562		\$ 267,507	\$ 267,507	\$ 267,507	\$ 267,507	\$ 267,507	\$ 267,507	\$ 267,507			
	EMT	13,778	\$ 1,589,228	\$ 13,778	\$ 13,778	\$ 13,778		\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778			
	Totals:		\$ 1,589,228	\$ 13,778	\$ 13,778	\$ 13,778		\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778	\$ 13,778			

FY10-11 Costs: \$ 2,273,681
 \$ Increase: \$ 63,705
 % Increase: 2.80%

Applied to contract amount

FY10-11 Amount: \$ 4,325,000
 % Increase: 2.80%
 FY11-12 Amount: \$ 4,446,100

Appendix E
Example of Carry Forward Balances- (for Annual Adjustment Award Calculations)

Effective October 1 of each fiscal year

Adjustments are Proposed & Documented by SFDD each June 15

(Figures are only Examples)

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
CHY Fiscal Year	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
NPS Fiscal Year	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Increase in SFDD Costs from formula:	n/a	2.50%	0.00%	0.00%	10.00%	2.00%	8.00%	0.00%	6.00%	3.00%	3.00%	0.00%	0.00%	0.00%	5.00%	0.00%
Cost per year (w/ SFDD Increase):	756,875	778,068	778,068	778,068	855,874	872,992	942,831	942,831	999,401	1,029,383	1,060,264	1,060,264	1,060,264	1,060,264	1,113,278	1,113,278
Carry Forward from prior year:	n/a	778,068	778,068	778,068	855,874	872,992	942,831	942,831	999,401	1,029,383	1,060,264	1,060,264	1,060,264	1,060,264	1,113,278	1,113,278
Cumulative SFDD Costs:	756,875	778,068	778,068	778,068	855,874	872,992	942,831	942,831	999,401	1,029,383	1,060,264	1,060,264	1,060,264	1,060,264	1,113,278	1,113,278
Contract at Capped Increase:	756,875	783,366	810,783	839,161	868,531	898,930	930,353	962,856	996,660	1,031,543	1,067,647	1,105,015	1,143,690	1,183,719	1,225,149	1,268,030
Overrun:		(5,298)	(32,716)	(61,093)	(11,657)	(25,938)	(12,438)	(7,687)	2,741	581	16,801	(44,750)	(89,426)	(123,455)	(111,872)	(154,752)
Amount of NPS Award:	756,875	778,068	778,068	778,068	855,874	872,992	930,393	955,270	996,660	1,031,543	1,060,846	1,060,264	1,060,264	1,060,264	1,113,278	1,113,278

