

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

486



**FROM:** Fire

**SUBMITTAL DATE:**  
June 3, 2010

**SUBJECT:** First Amendment to Cooperative Agreement with California Department of Forestry and Fire Protection to Provide Fire Protection Services to Local Agencies

**RECOMMENDED MOTION:** Move that the Board:

- 1) Adopt Resolution No. 2010-169
- 2) Approves and authorizes the First Amendment of the Cooperative Agreement with California Department of Forestry and Fire Protection to Provide Fire Protection Services to Local Agencies for FY 09/10.
- 3) Authorize and direct the Chairperson to execute the attached Amendment and all accompanying certification documents.

**BACKGROUND:** This agreement between the State of California, Department of Forestry and Fire Protection and the County of Riverside provides for fire protection and emergency services within the area of responsibility of Riverside County. The initial term of this contract began on July 1, 2008, for three years. The Exhibit D, Schedule A sets forth the expenditures contemplated by the agreement for the period of July 1, 2009 through June 30, 2010 and is not to exceed \$136,289,047 for Fiscal Year 09/10 with an amount for the entire three year term of the agreement not to exceed \$422,307,954.

\_\_\_\_\_  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 136,289,047	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 26,721,834	Budget Adjustment:	No
	Annual Net County Cost:	\$ 26,721,834	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> Structural Fire Taxes, Safety Sales Tax (Prop 172), Contract Revenue, General Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
 County Executive Office Signature   
 BY: \_\_\_\_\_  
 Robert Tremaine

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 13, 2010  
 xc: Fire

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

**Prev. Agn. Ref.:** 6/24/08 3.34 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

**3.51**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 SYNTHIA M. GUNZEL  
 DATE: 6-30-10  
 Departmental Concurrence

Dep't Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy



Form 11 - First Amendment to Cooperative Agreement with California  
Department of Forestry and Fire Protection to Provide Fire Protection Services to  
Local Agencies  
May 18, 2010  
Page 2

The Cooperative Agreement essentially has three (3) primary components: County Services (charged 100% to the County), Contract City/Agency services (charged 100% to the Contract Agency), and Overhead Command & Support (split between County & Cities based on the Fire Cost Allocation Plan). The breakdown of the \$ 13.4 million decrease from FY 08/09 to FY 09/10 is summarized below. The decrease is due to aggressive cost containment staffing reduction measures completed by the Department.

CAL FIRE CONTRACT	<u>\$ Millions</u>
FY 08/09	149.7
Decrease in County Services	(13.6)
Increase in Contract Cities	2.9
Decrease in Overhead	(2.7)
FY 09/10	136.3
TOTAL DECREASE	(13.4)

The cost of scheduled services prepared by the State is based on the final rate letter dated 11/12/09 and is calculated on the highest pay grade per classification. This amendment is only an administrative update to the contract to decrease the amount to the current level of service currently approved and budgeted in the Fire Department's FY 09/10 budget. We are not requesting a budget adjustment for this amendment.



2 RESOLUTION NO. 2010-169

3 FIRST AMENDMENT TO THE COOPERATIVE SERVICES AGREEMENT  
4 FOR FIRE PROTECTION BETWEEN THE STATE OF CALIFORNIA, CALFIRE AND  
5 THE COUNTY OF RIVERSIDE

6 WHEREAS, on July 1, 2008, the County of Riverside entered into a three year Cooperative Fire  
7 Programs Fire Protection Reimbursement Agreement (Agreement) with the State of California,  
8 Department of Forestry and Fire Protection for the provision of fire protection services in the County; and

9 WHEREAS, the Agreement provides a list of the services with the costs appearing in Exhibit D,  
10 Schedule A to be reimbursed by the County of Riverside to the State of California on an annual basis; and

11 WHEREAS, the three year Cooperative Services Agreement was approved by the Board of  
12 Supervisors on June 24, 2008, agenda item No. 3.34; and

13 WHEREAS, the amounts for the costs in Exhibit D, Schedule A for the FY 2009-2010 have now  
14 been established in the total amount of \$ 136,289,047 with an amount for the entire three year term of the  
15 agreement not to exceed \$ 422,307,954; and

16 WHEREAS, such new terms included on Exhibit D, Schedule A now needs to be formally  
17 adopted as an Amendment to the existing Agreement between the State and the County; now, therefore,

18 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County  
19 of Riverside, State of California, in regular session assembled on July 13, 2010, at 9:00 a.m. in the  
20 meeting room of the Board of Supervisors, located on the 1st floor of the County Administrative Center,  
21 4080 Lemon Street, Riverside, CA, that it hereby approves the First Amendment of the Cooperative  
22 Agreement with the State of California, Department of Forestry and Fire Protection (Amendment No. 1).

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairperson of the  
24 Board is hereby authorized to execute, on behalf of the County of Riverside, Amendment No. 1 and all  
25 accompanying certification documents.

26 ROLL CALL:

27 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley  
28 Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly  
adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* DATE: *July 6, 2010*



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



April 13, 2010

Diane Sinclair  
Deputy Director of Administration  
Riverside County Fire

Please have the four contract amendments for Fiscal Year 09/10 signed and return them to me with two Board Resolutions. If you have any questions you can call me at 951-940-6904.

A handwritten signature in black ink that reads "Tom Hyatt".

**TOM HYATT**  
Division Chief, Administration  
CAL FIRE – Riverside Unit

Cc: Sched "A" Contract

MII

H: schedule A contract

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT [WWW.CA.GOV](http://WWW.CA.GOV).





# Memorandum

To : Jolene DeGroot  
Cooperative Fire Programs

Date:

Website: [www.fire.ca.gov](http://www.fire.ca.gov)

From : Department of Forestry and Fire Protection

Subject : 2500 CONTRACTING PROCEDURES  
2550 Contracts, Agreements and Leases  
Review Certification for Schedule A and Wildland Agreements

I have read and reviewed the attached agreement.

Contract Name: County of Riverside  
Contract Number: 3CA00391 FY: 08/09 thru 10/11

**UNIT CHIEF**

  
\_\_\_\_\_  
Signature

John R. Hawkins  
\_\_\_\_\_  
Printed Name

6/25/10  
\_\_\_\_\_  
Date

**DEPUTY CHIEF,  
Cooperative Fire Program**

\_\_\_\_\_  
Signature

Mark Tolbert  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**REGION CHIEF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**STAFF CHIEF,  
Cooperative Fire Programs**

\_\_\_\_\_  
Signature

Loren Snell  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**County of Riverside 3CA00391**  
**ROUTING CHECKLIST**  
**Cooperative Fire Programs Fire Protection Reimbursement**  
**AGREEMENT/AMENDMENT**

**1. UNIT**

- \_\_\_ Prepare 3-signed **Std. 215s** (Contract Transmittal) forms.
- \_\_\_ For an **ORIGINAL/RENEWAL contract** prepare **4 LG1s** -signed by the authorized local agency person.(All original signatures)
- \_\_\_ For an **AMENDMENT contract** use the **LG1A** (instead of an Amendment Letter) Prepare **4** signed by the authorized local agency person (originals)
- \_\_\_ Complete Exhibit D, Schedules A, B, C, D and E. and attach copies to each agreement.
- \_\_\_ Provide 2 copies of insurance coverage. If self-insured, include signed Exhibit D, Schedule E.
- \_\_\_ Provide 2 copies of Bd. Resolution/Bd. Minutes authorizing local agency person to execute the LG1/LG1A.(See Sample Resolution)
- \_\_\_ Provide 4 extra photocopies of each Exhibit D, Schedule A (Fiscal Display).
- \_\_\_ Review package for completeness. Date and initial the **Routing Checklist**.
- \_\_\_ Unit Chief recommends execution of the LG1/LG1A by signing the **CDF Review Certification Memo**. Place this form on top of complete package and forward to Region Office.

**2. REGION OFFICE**

- \_\_\_ Reviews package for completeness. Date and initial the **Routing Checklist**.
- \_\_\_ Region chief recommends execution of the LG1/LG1A by signing the **CDF Review Certification Memo**. Place this form on top of complete package and forward to the Coop Fire Program, Sacramento HQ's.

**3. COOPERATIVE FIRE PROGRAM**

- \_\_\_ Coop Fire Program reviews for completeness, accuracy, and compliance with department policy. Date and initial the **Routing Checklist**.
- \_\_\_ Recommends execution by having Staff Chief and Assist. Deputy Director FP sign **CDF Review Certification Memo** - forwards package to Deputy Director for FP.
- \_\_\_ Deputy Director for Fire Protection executes agreement for the department by signing **all** copies of the **LG1 or LG1A**.
- \_\_\_ Coop Fire retains one photocopy of contract for files.
- \_\_\_ Forwards complete package to Contracts office.

**4. CONTRACTS OFFICE**

- \_\_\_ Logs and stamps LG1/LG1A.
- \_\_\_ Reviews for general contract requirements.
- \_\_\_ Retains suspense copy of complete package in contract file.
- \_\_\_ Forwards (2) Std.215, (4) LG1/LG1A to Department of General Services Insurance and/or Legal.
- \_\_\_ Receives 2 or 3 fully executed copies of the LG1/LG1A from Department of General Services.
- \_\_\_ Transmits suspense copy of the LG1/LG1A to the Accounting office.
- \_\_\_ Retains 1 fully executed LG1/LG1A in contract file.
- \_\_\_ Transmits notice of completed contract to coordinator in the Cooperative Fire Protection program, Sacramento HQ's.
- \_\_\_ Forwards at least (1) original and copies if available of the fully executed LG1/LG1A and this dated Routing Checklist to the Region.

**5. REGION OFFICE**

- \_\_\_ Retains 1 fully executed LG1/LG1A for Region office files.
- \_\_\_ Forwards 2 fully executed LG1/LG1A and this dated **Routing Checklist** to the Unit.

**6. UNIT**

- \_\_\_ Forwards 1 fully executed original copy of the LG1/LG1A to the Local Agency.
- \_\_\_ Retains one fully executed copy of the LG1/LG1A and this dated Routing Checklist for the Unit files.

Rev. 9/2007



**AGREEMENT SUMMARY**  
STD 215 (Rev 09/2007)

AGREEMENT NUMBER  
**3CA00391**

AMENI  
**Amendment # 1**

Contractor: County of Riverside  
Contract #: 3CA00391  
Amendment #1 page #3

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME  
**County of Riverside**

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT  
**Forestry and Fire Protection**

4. DIVISION, BUREAU, OR OTHER UNIT  
**Riverside Unit**

5. AGENCY BILLING CODE  
**013028**

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
**Jolene DeGroot, 916/654-6833**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO  YES (If YES, enter prior contractor name and Agreement Number)  
**County of Riverside**  
**3CA55141**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
**Fire Protection Services**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

**California Department of Forestry and Fire Protection (CALFIRE) shall provide fire protection services pursuant to Public Resources Code Sections 4142 and/or 4144.**

*This Schedule A Wildland/Agreement falls under two of the exceptions listed in the DGS Administrative Order 06-06-1.*

*"The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."*

*"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."*

10. PAYMENT TERMS (More than one may apply.)  
 MONTHLY FLAT RATE  QUARTERLY  ONE -TIME PAYMENT  PROGRESS PAYMENT  
 ITEMIZED INVOICE  WITHHOLD \_\_\_\_\_ %  ADVANCED PAYMENT NOT TO EXCEED  
 REIMBURSEMENT/REVENUE \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 OTHER (Explain) \_\_\_\_\_

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement		08/09			\$149,729,860
*Reimbursement		09/10			\$136,289,047
					\$

OBJECT CODE

AGREEMENT TOTAL \$ **286,018,907**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT \$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE  DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE \$

12. AGREEMENT	From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/08	06/30/11	\$ 149,729,860	<b>EXEMPT</b>
Amendment No. 1	07/01/09	06/30/10	\$ 136,289,047	<b>EXEMPT</b>
Amendment No. 2			\$	
Amendment No. 3			\$	
		<b>TOTAL</b>	\$	

(Continue)



**AGREEMENT SUMMARY**

STD. 215 (NEW 02/98)

Contractor: County of Riverside  
Contract #: 3CA00391  
Amendment #1 page #4

## 13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER (Explain)  
(Attach STD. 821) (Give authority for exempt status) **Reimbursement**

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

**Not applicable. This is a reimbursement agreement with a local agency.**

## 15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

**Not applicable. This is a reimbursement agreement with a local agency.**

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

**Not applicable. This is a reimbursement agreement with a local agency.**

## 17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

**Not applicable. This is a reimbursement agreement with a local agency.**

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A		22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A

## 23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below)  YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

 Good faith effort documentation attached if 3% goal is not reached. We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

**Schedule A and Wildland agreements are exempt from DVBE requirements per SCM Section 8.12**

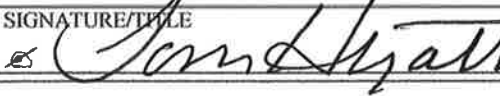
24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Indicate Industry Group)	SMALL BUSINESS REFERENCE NUMBER
---	---------------------------------

## 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

- NO  YES

This is an ongoing fire protection agreement in which CALFIRE provides services to and is reimbursed by local agency. Local agency has control over the approval based on fiscal and board restraints; this agreement includes an extension clause to enable CALFIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE  DIVISION CHIEF	DATE SIGNED 6/28/10
--	------------------------





WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

Contractor: County of Rivers  
 Contract #: 3CA00391  
 Amendment #1 page #5

**COOPERATIVE FIRE PROGRAMS  
 FIRE PROTECTION REIMBURSEMENT AGREEMENT AMENDMENT**

**AGREEMENT  
 NUMBER**

**3CA00391**

**AMENDMENT  
 NUMBER**

**1**

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Riverside

2. The term of this Agreement is: 7-1-2008 through 6-30-2011

3. The total amount of this Amended Agreement, including previous fiscal years is:

\$ 422,307,954


Four hundred twenty two million, three hundred seven thousand, nine hundred and fifty four dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit A – Scope of Work – Include page 1 (Signature page) and Page 2 (contact page) in page count	Pages 9
Exhibit B – Budget Detail and Payment provisions	Pages 4
Exhibit C – General Terms and Conditions	Pages 6
Exhibit D – Additional Provisions	Pages 1
Exhibit E – Description of Other services	Pages 0

ATTEST:

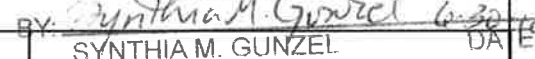
KECIA HARPER-IHEM, Clerk

By   
 DEPUTY

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement Amendment has been executed by the parties hereto.

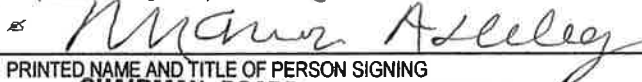
FORM APPROVED COUNTY COUNSEL

By:  6-30-10  
 SYNTHIA M. GUNZEL DATE

**LOCAL AGENCY**

LOCAL AGENCY'S NAME  
 County of Riverside

BY (Authorized Signature)



DATE SIGNED(Do not type)

7/13/10

PRINTED NAME AND TITLE OF PERSON SIGNING  
**CHAIRMAN, BOARD OF SUPERVISORS**


MARION ASHLEY

ADDRESS  
 4080 Lemon Street  
 Riverside, Ca 92502

**STATE OF CALIFORNIA**

AGENCY NAME  
**CAL FIRE**

BY (Authorized Signature)

  
 PRINTED NAME AND TITLE OF PERSON SIGNING  
 Loren Snell, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

DATE SIGNED(Do not type)

ADDRESS

P.O. Box 944246, Sacramento, CA 94244-2460

**COOPERATIVE FIRE PROGRAMS  
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Local Agency:
Name: John R. Hawkins	Name: Bill Luna
Phone: (951) 940-6900	Phone: 951-955-1000
Fax: (951) 940-6910	Fax:

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief: John R. Hawkins	Local Agency:
Section/Unit: Administration- State	Section/Unit: Administration- County
Attention: Glenn Patterson- Deputy Chief	Attention: Diane Sinclair- Deputy Director
Address: 210 W. San Jacinto Ave. Perris, CA 92570	Address: 210 W. San Jacinto Ave., Perris CA 92570
Phone: (951) 940-6900	Phone: (951) 940- 6900
Fax: (951) 940- 6910	Fax:

Send an additional copy of all correspondence to:

<b>CAL FIRE</b>
<b>Cooperative Fire Services</b>
<b>P.O. Box 944246</b>
<b>Sacramento, CA 94244-2460</b>

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

## **EXHIBIT A** **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel including "volunteers", and facilities required to prevent and extinguish forest fires during the fire season. Fire season generally occurs during the spring, summer and fall months and is defined by a specific calendar period declared by the Director.

Purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from forest fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. The STATE will recognize that it is beneficial for all local entities within Riverside County to contract with the LOCAL AGENCY Riverside County for its fire protection services as the established consolidated fire organization. Wherein Exhibit D, Schedule C, LOCAL AGENCY employees, are included as part of this agreement, the personnel providing the LOCAL AGENCY's services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers (whether regularly registered, summoned pursuant to Public Resources Code Section 4153, or working without compensation), paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

### **1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

[X] 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

[X] 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 7/24 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

[X] 4) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the County Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's POST certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

[X] 5) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

[X] 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement) CAL FIRE Executive Management Staff provides the overall direction to the County Office of Emergency Services. This office is responsible for disaster training and operational control when Riverside County declares a local disaster or supports a State disaster. The office also provides community outreach and public education programs relating to disaster preparedness.

[ ] 7) Specific service descriptions and staffing coverage, by station (listed in **Exhibit E**, Description of Other Services, attached hereto and made a part of this agreement)

[ ] 8) Extended Fire Protection Service Availability (Amador)

## 2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement. The STATE will to the extent practical, coordinate the appointment of the Unit Chief and consult with LOCAL AGENCY (County) on final selection for the position.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION / INCIDENT / INVESTIGATION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall apportion to LOCAL AGENCY its pro-rata proportion of recovery, less the reasonable pro-rated costs including legal fees.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

**4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

**5. PROPERTY ACCOUNTING**

All personal property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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**EXHIBIT A, SCHEDULE B  
RIVERSIDE COUNTY FIRE CHIEF-CAL FIRE UNIT CHIEF**

Upon appointment as the County Fire Chief or Fire Warden, the Unit Chief:

- 1) Is a single position class and serves at the direction of, and receives overall policy guidance from, The County Executive Officer. The position has the special responsibility for providing leadership and management direction in the selection, training, utilization, and evaluation of Fire Department personnel; directs major department programs which include fire prevention, public education, fire inspection, arson investigation, fire suppression and fire control; disaster preparedness emergency services; administers and interprets work rules, policies and procedures. The position will make every effort to be responsible to the County Board of Supervisors.
- 2) Under general direction, assists the County Executive Officer by performing and coordinating responsible administrative work in such fields as fire administration, including organization staffing, financing, equipment management and maintenance, communications and records; modern fire prevention and firefighting methods in structural, agricultural and grass fires; and laws, rules and regulations relating to the control and prevention of fires.
- 3) Is responsible for the administration and control of the County Fire Department resources in order to provide fire prevention, fire suppression, rescue services and disaster preparedness emergency services to the residents of Riverside County and maintain fire insurance ratings. When County resources are committed to incidents and not available to be diverted to new incidents the Chief will make certain that adequate and immediate resources are dispatched for move up and cover to each affected fire station. It is recognized that continuing emergencies could deplete resources where travel times would be a limiting factor.
- 4) Exercises responsibility for preparation and development of the departmental budget; the maintenance, repair, improvement and replacement of equipment, fire stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports.
- 5) Makes presentations to the Board of Supervisors; advises Board of Supervisors annually on status of insurance ratings; attends public functions; promotes fire safety and prevention; maintains relations with other jurisdictions; directs and controls coordination with community volunteer fire organizations in order to integrate volunteer efforts with those of full-time personnel.
- 6) Implements all policies of the Board of Supervisors pertaining to fire companies and support functions which receive financial funding from Riverside County and are not in conflict with the contract or the chief's employment with the State of California.

- 7) Is responsible for assuring adequate training programs are instituted on a regular basis for all Companies who participate in the fire program.
  - 8) Establishes and maintains a comprehensive communications system between all companies and a central dispatch command center.
  - 9) Advises on the adequacy of housing of all firefighting equipment, and makes recommendations for additional fire stations to meet the appropriate service level needs.
  - 10) Develops proposed Riverside County Fire Protection budget and approves or disapproves expenditures from the County Fire Protection budget as adopted by the Board of Supervisors of the County. Such approval or disapproval shall be consistent with the contract and the chief's employment with the State of California.
  - 11) Directs and coordinates the efforts of all fire companies on initial and major emergency operations in the areas protected.
  - 12) Develops and submits for approval to the County Board of Supervisors a long-range, Fire Protection Master Plan. Such plan shall include a "basic equipment complement" to be used by each company, which will ultimately provide the County with the most cost-effective means of fire protection.
- Reviews and recommends to the County Planning Commission and the Board of Supervisors all fire defense system proposals pursuant to County ordinances, resolutions, regulations and policies.
- 14) Conducts inspections of the fire company equipment and facilities, as necessary, files at least one annual written inspection on each fire company with the County Board of Supervisors, on or before April 1, of each year.
  - 15) Recommends and presents to the Board of Supervisors budgets, official correspondence and operational problems of the fire companies. The Fire Chief will forward all preliminary budgets through the County administration for Board approval.
  - 16) Negotiates Mutual Aid Agreements, not in conflict with State Mutual Aid Agreements, for fire protection between County and Counties which lie contiguous to County. No Mutual Aid Agreement negotiated hereunder shall become effective without prior approval by the County Board of Supervisors.
  - 17) Negotiates fire protection contractual agreements with incorporated cities wishing to or already participating in the Riverside County Regional Integrated Fire Protection System.
  - 18) Is responsible for the County's disaster preparedness program



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

- B. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

- 6) All payments by LOCAL AGENCY shall be made within thirty (30)-days of receipt of invoice from STATE, or within 30 days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30)-day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- C. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.
- D. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs. (Per CAL FIRE 3800 Handbook, section 3821.6 H(1)).

## **2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

## **3. REIMBURSEMENT OF COUNTY RESOURCES FOR STATE MISSION**

The cost of using County employees and equipment (*Exhibit D, Schedule C*) while performing on behalf of the state mission outside of Riverside County will be reimbursed according to the CAL FIRE 38000 Handbook section 3848. This includes suppression, incident, and investigation assistance requested by the STATE. The LOCAL AGENCY reserves the right to the final decision on resources responding outside of LOCAL AGENCY boundaries.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds

3. **Extension and Renewal of Agreement**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement

and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1,B of this agreement.
4. AUDIT: STATE and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. INDEMNIFICATION: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under Exhibit D, Schedules A, B and C of this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
6. DISPUTES: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less.

Disputes that are not resolved informally by LOCAL AGENCY and STATE's representatives may be resolved, by mutual agreement of the parties, through arbitration.

If arbitration is not agreed upon or is unsuccessful, venue for litigation will be the trial court in the County in which the LOCAL AGENCY exists.

7. TERMINATION FOR CAUSE/CANCELLATION: If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party.
8. TIMELINESS: Time is of the essence in the performance of this agreement.
9. COMPENSATION: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
10. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
11. SEVERABILITY PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable by the final decision of a court of competent jurisdiction, the parties agree that all other provisions of this agreement shall continue in full force and effect and shall not be affected thereby.
12. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

[ ] If checked and initialed, the following section does not apply to this Agreement

STATE \_\_\_\_\_

LOCAL AGENCY \_\_\_\_\_

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

**13. LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide completed Exhibit D, Schedule E or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the STATE and LOCAL AGENCY shall include the following:

- A. Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. The STATE and LOCAL AGENCY shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

**14. WORKERS COMPENSATION** - (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate and is not part of Local Agency provided workers compensation applicable to Local Agency provided personnel).

**[ ] If checked and initialed then the following section does not apply to Local Agency (only STATE employees are included in this agreement).**

STATE \_\_\_\_\_

LOCAL AGENCY \_\_\_\_\_

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any non state, LOCAL AGENCY worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

15. VEHICLES

- [ ] **If checked and initialed, then the following does not apply to LOCAL AGENCY.** (LOCAL AGENCY owned vehicle use is not included as part of this agreement).

STATE \_\_\_\_\_ LOCAL AGENCY \_\_\_\_\_

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.
- C. LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. These vehicles shall be maintained in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained and repaired by STATE.

- D. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 5 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000 unless there is gross negligence or willful misconduct on the part of the STATE employee driver, then STATE will indemnify and hold harmless LOCAL AGENCY on any and all claims that may arise.

Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 5, LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles

- 16. EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or

parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

17. ENTIRE AGREEMENT: This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

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