



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



Mayor Sean Lomen · Mayor Pro Tem Trinity Burruss
Councilmembers · Marnie Mendoza · David Ackerman · Joe Fatula

SPECIAL MEETING AGENDA

June 7, 2021

Special Workshop Session: 1:00 PM

This meeting will be held at Colfax City Hall, 33 South Main Street, Colfax, CA.

1 OPEN SESSION

- 1A. **Call Open Session to Order**
- 1B. **Roll Call**

2 PUBLIC COMMENT

2A. Open Public Comment

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

3 WORKSHOP SESSION

3A. Colfax Fire Services

Placer County Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Colfax (Pages 2-15)

CAL FIRE Cooperative Fire Protection Agreement (Pages 16-57)

Recommended Action: Discuss and direct staff.

4 ADJOURNMENT

I, Amy Lind, Interim City Clerk for the City of Colfax declare that this agenda was posted at City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-CA.gov.

Amy M. Lind

Amy Lind, Interim City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.



**COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COLFAX**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into as of July 1, 2021 by and between the County of Placer, a political subdivision of the State of California (“County”) and the City of Colfax a municipal corporation and general law city (“City”). The County and City may be individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties provide fire protection, rescue and emergency medical services within their respective territorial limits; and

WHEREAS, the City requests assistance to provide certain services as described herein within its jurisdictional boundaries; and

WHEREAS, the County and the California Department of Forestry and Fire Protection (“CAL FIRE”) entered into that certain Cooperative Fire Programs Fire Protection Reimbursement Agreement No. 2CA04959 dated November 14, 2020 (“CAL FIRE Agreement”) under which CAL FIRE provides various fire and emergency services to the County; and

WHEREAS, the County is willing to provide services to the City pursuant to the terms set forth herein.

SECTION I: PURPOSE

This Agreement is entered pursuant to California Government Code Sections §55600 et seq. The purpose of this Agreement is for the County, through the CAL FIRE Agreement, to provide City with municipal fire protection, hazardous materials mitigation, technical rescue response, fire prevention services, medical and emergency services, and public service assists as more fully described in this Agreement. The intent of this Agreement is to provide a unified, integrated, cooperative, regional fire protection system as allowed by, and within the constraints of, applicable law and the CAL FIRE Agreement.

SECTION II: SCOPE OF FIRE SERVICES AND MUTUAL THREAT ZONE AGREEMENT

A. Scope of Services. The scope of fire services shall be the same and as described in the current and each subsequent version of the CAL FIRE Agreement (“Fire Services”). The City agrees and acknowledges that it has been provided a copy of the current CAL FIRE Agreement. The County shall provide the City with a copy of the

current CAL FIRE Agreement for each fiscal year once the same is executed by the County and CAL FIRE.

If the City desires additional services, the City must first contact the County to discuss the feasibility and cost of the same. Costs for additional services are addressed in Exhibit A.

B. Mutual Threat Zone Agreement. The City also agrees to separately execute a Mutual Threat Zone (“MTZ”) agreement with the CAL FIRE Nevada-Yuba-Placer Unit of the State of California for the services outlined in the same. The City shall execute the MTZ on or concurrently with the execution of this Agreement and provide a fully executed version to the County for inclusion as an exhibit to this Agreement. The County reserves the right to delay its execution of this Agreement until it is provided with a fully executed version of the MTZ.

SECTION III: PAYMENT OF SERVICES

In consideration for performance of the Fire Services under this Agreement, City shall pay County the amount and pursuant to the schedule forth in Exhibit A to this Agreement.

SECTION IV: INITIAL TERM, EFFECTIVE DATE AND SUBSEQUENT TERM

A. The initial term of this Agreement shall be from July 1, 2021, to June 30, 2024 (“Initial Term”). July 1, 2021 is the effective date of this Agreement (“Effective Date”).

B. Six (6) months prior to the expiration date of the Initial Term of this Agreement, City shall give County written notice of whether City desires to enter into a new agreement with County for Fire Services for a subsequent term and, if so, whether City intends to request a change in the level of Fire Services from that provided under this Agreement. Pursuant to Government Code Section 55603.5, any new agreement must be for a term of no less than one (1) year. An agreement for a subsequent term must be approved by the legislative bodies of both County and City in a duly noticed public hearing(s).

SECTION V: TERMINATION.

A. Government Code Section 55603.5, The Parties expressly agree and acknowledge that the Initial Term of this Agreement is subject to the termination provisions of Government Code section 55603.5. Specifically said provision states the following: “Neither the county nor the city shall have the power to abrogate that contract during the term of the contract. The contractual relationship between the county and the city may, however, be terminated by the voters of either the county or the city”. As a result, the Parties acknowledge that neither has

the power to terminate or otherwise abrogate this Agreement prior to the expiration of the Initial Term except by the voters of the County or the City.

B. Termination At End of Initial Term.

i. Failure by the City to satisfy Section IV (B) or notice by the City of its desire to terminate Fire Services shall result in this Agreement automatically terminating at the end of the Initial Term.

ii. Either Party reserves the right to not renew this Agreement at the end of the Initial Term.

C. Cessation of CAL FIRE Agreement. If at any time during the Initial Term of this Agreement the County's CAL FIRE Agreement is terminated or not renewed by the County, the County reserves the right to seek termination of this Agreement pursuant to (A).

SECTION VI: DESIGNATION OF FIRE CHIEF

A. Commencing on the Effective Date, the County Fire Chief appointed by the Board of Supervisors, or his/her designee, (hereinafter referred to as "Chief") shall represent County and City during the period of this Agreement and the Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the services described in Section II for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the County and City, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. County will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION VII: AMENDMENTS OR DISPUTES

A. Amendments. The City Manager and County CEO may negotiate amendments to this Agreement during the Initial Term but if the proposed amendments extend beyond what is authorized pursuant to Section IV(A) herein or exceed the cost of this Agreement pursuant to Exhibit A, said amendments must be approved by both legislative bodies to this Agreement in an open public meeting. Amendments that involve an additional service for an individual event or occurrence that does not exceed the overall cost of the Agreement may be agreed to by the City Manager and County CEO with concurrence from CAL FIRE.

B. Disputes. The City Manager and County CEO are authorized to resolve disputes that arise out of this Agreement. Should those discussions not resolve the matter, the Parties may agree to mediation. Should a dispute arise regarding non-payment of the

obligations set forth in Exhibit A, County has the right to reduce the scope of Fire Services until the City is current with payments.

SECTION VIII: FACILITIES

A. Fire Stations. City shall provide access and use of its two Fire Stations to the County for fire operations. The Parties agree and acknowledge that the Fire Stations are owned by the City and shall remain in the City's ownership. The City shall maintain the same and the grounds surrounding the buildings in good working order at City's cost and expense. In the event City requests County to undertake repairs or maintenance of the same, the costs and expenses of such repairs or maintenance shall be reimbursed to County through a direct invoice to the City.

B. Equipment. City shall donate all apparatus and other non-fixtures within the buildings to the County within sixty (60) days of the Effective Date of this Agreement. The Parties agree the County will assess the same and surplus those items that have reached their usefulness, in the sole discretion of the County.

SECTION IX: COLFAX VOLUNTEER FIREFIGHTERS

A. Transition Period. There shall be a sixty (60) day transition period commencing on the Effective Date of this Agreement ("Transition Period") during which those City volunteer firefighters who qualify under the requirements of the County's volunteer firefighter program will be transitioned into the County program.

B. City Obligations During Transition Period. During the Transition Period, the City shall remain solely responsible for the following:

- i. All insurance, worker's compensation, expenses and liability for City volunteer firefighters.
- ii. All costs for any City of Colfax Volunteer Firefighter injuries or illnesses which occur in the line of duty prior to or at the end of the Transition Period and/or are diagnosed as occurring during the same but for which a claim is filed after the Transition Period. In such an event, the City shall also ensure proper City documentation, Cal OSHA notifications, and the completion of Workers Compensation documentation occur.
- iii. All personal protective equipment worn shall comply with Wildland and Structural Personnel Protective Equipment in accordance with OSHA, NFPA and the *NEU Helmet Policy 13-01 and NEU Structural Fire Fighting Turnouts Policy 7000.1*.
- iv. The City of Colfax shall adopt and recognize the *Placer County Fire Department Volunteer Standard Operating Guidelines* ("PCFD VOL SOG") as the Policy and Procedure Manual for the City of Colfax VFD and give authority to the City of Colfax VFD Fire Chief to ensure its compliance.

C. Liability for Claims.

The City shall be responsible for processing and resolving any and all claims brought by, on behalf of, or against any City volunteer firefighter which claim

alleges it occurred prior to or during the Transition Period, regardless of the date of the claim.

SECTION X: INDEMNIFICATION AND HOLD HARMLESS

Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, it's officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, 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 add losses a 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 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 Agreement.

SECTION XI: INSURANCE

The parties shall each provide insurance in the form and in the amounts identified on Exhibit B.

SECTION XII: AUDIT

A. County and City 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. County and City agree to maintain such records for possible audit for a minimum of three (3) or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours County and City agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: GENERAL PROVISIONS

A. Remedies. If City fails to remit payments for services rendered pursuant to any provision of this Agreement, County may seek recovery of payment through any legal remedy, including litigation.

B. Third Party Challenge and Indemnification. In the event this Agreement is the subject of a third party legal challenge, including but not limited to a third party legal challenge to the City executing this Agreement, the City will defend any such

action on behalf of itself and County, and will indemnify County against any damages which may be awarded against County in such a legal challenge.

C. Notices. All notices, requests, certifications, or other correspondence provided by the Parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective Parties at the following addresses:

County	City
Placer County Executive Officer	City Manager
County of Placer	City of Colfax
175 Fulweiler Avenue	33 South Main Street
Auburn, CA 95603	Colfax, CA 95713

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three (3) days after mailing, whichever is earlier.

D. Agreement or Consent. Wherever this Agreement requires a party's agreement or consent, the party shall make its decision to give or withhold such agreement or consent in good faith and shall not withhold such agreement unreasonably or without good cause.

E. Construction of Captions. Captions of the sections of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this Agreement.

F. Authority to Execute Agreement. The undersigned declare each has the authority of its legislative body to execute two (2) originals of this Agreement. That authority is further evidenced by the citation to the passage of the authorizing resolution and conveyance of a certified copy of the same with the two executed versions of this Agreement.

G. Venue. This Agreement is made in the County of Placer in the State of California. Any action to enforce or interpret its terms shall be brought in Placer County Superior Court.

H. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

I. Counterparts. The two original versions of this Agreement may be executed in counterparts, each of which shall constitute an original.

J. Entire Agreement. This Agreement, including the exhibits, contains the whole contract between the Parties for the provision of Fire Services. This Agreement does not supplement other specific agreements that may be entered into by the Parties, between the County and CAL FIRE, or between the City and CAL FIRE

DRAFT 5.17.21

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

City of Colfax

Dated: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Resolution Number: _____

County of Placer

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

MEGAN WOOD
Clerk of the Board

KARIN SCHWAB,
County Counsel

By: _____
Clerk to the Board

By: _____
County Counsel

Resolution Number: _____

List of Exhibits:

- Exhibit A – Payment Provisions
- Exhibit B – Insurance Requirements
- Exhibit C – City of Colfax/CAL FIRE Mutual Threat Zone Agreement

DRAFT 5.17.21

Consent of California Department of Forestry and Fire Protection

The California Department of Forestry and Fire Protection consents to that certain “COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COLFAX” between the County of Placer and the City of Colfax dated July 1, 2021, and further agrees to provide the services described therein.

By _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

Payment Provisions

Annual Cost of Service will be Seventy-Five Thousand Dollars (\$75,000) with a Three Percent (3%) annual percentage escalation. The County reserves the right to request an additional surcharge in the event that the State of California cost structure for CAL FIRE increases greater than Five Percent (5%) within a given fiscal year. This surcharge increase would take effect the following quarter that the increase would be imposed on the County and would be included in the annual cost of services moving forward.

The County will invoice the City quarterly based the Annual Cost of Service amount and payment by the City shall be due and payable within thirty-five (35) days of the date of the invoice.

This payment represents the base Fire Services annual charge. Additional services and/or costs shall be separately billed to the City.

Exhibit B

Insurance Requirements

The City is **self-insured** and agrees as follows:

It is agreed that City shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

The City shall provide proof of self-insurance concurrent with execution of this Agreement and prior to July 1st of every year of the Initial Term of this Agreement. If at any point during the Initial Term of this Agreement the City is no longer self-insured, the City shall provide the following:

City shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to City's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which

might arise by reason of payment under such policy in connection with performance under this agreement by the City.

City shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of City, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by City in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If City carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If City carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

City shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by City shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

3. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the City, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

5. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The City shall be responsible for all deductibles in all of the City's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

City's Obligations – City's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - City shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the City's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the City to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Exhibit C

Executed version of the City of Colfax/CAL FIRE Mutual Threat Zone Agreement

TO: Honorable Board of Supervisors DATE: July 28, 2020
FROM: Todd Leopold, County Executive Officer
By: Bekki Riggan, Deputy County Executive Officer
Sarah Poindexter, Management Analyst II
SUBJECT: California Department of Forestry and Fire Protection (CAL FIRE) Cooperative
Fire Protection Agreement for FY 20-21

ACTION REQUESTED

Adopt a Resolution approving the California Department of Forestry and Fire Protection Cooperative Fire Protection Agreement (CAL FIRE Contract) for FY 20-21 in the amount of \$13,649,483 and authorize the Chairman to sign the Agreement. Funding is included in the FY20-21 Final Budget.

BACKGROUND

CAL FIRE provides fire protection, prevention, emergency medical services, hazardous materials, all-hazard emergency incident response, and dispatch service via a Cooperative Fire Protection Reimbursement Agreement, serving as Placer County Fire Department (PCFD). Residents and businesses of the Placer County Fire area contribute directly to year-round, all-hazard fire and emergency medical services across approximately 475 square miles of unincorporated county area, or nearly one third of the County. PCFD serves a population of approximately 57,000, with fire service provided by both full-time (career) and volunteer firefighters. The CAL FIRE contract currently pays for 60 full time equivalent firefighters operating from five fully-staffed, 24-hour/day County owned fire stations located in North Auburn, Ophir, Lincoln, the Sunset Industrial Area, and Dry Creek. The contract includes fire protection via "Amador" agreement providing service from CAL FIRE owned stations and equipment at Alta, Colfax, and Bowman. "Amador" is a cost-effective mechanism to provide fire protection in areas where the purchase, upkeep and staffing a fire station and associated equipment is not fiscally feasible. The agreement between Placer County and the State leverages existing State and Local resources to maximize service delivery throughout PCFD's service territory.

Approximately 38 volunteer and 3 resident firefighters operate out of the career stations listed above and from six community volunteer stations located in Dutch Flat, Paige, Ophir, Thermalands, Dry Creek and Sheridan. Included in the estimated \$27,000,000 in County-owned property and equipment are 62 County-owned fire engines, support vehicles and trailers. CAL FIRE/PCFD provides administrative and operational overhead supporting all career and volunteer fire stations. System overhead includes Chief Officer coverage 24/7/365, fire prevention, training/safety, fleet maintenance, administration, procurement/logistics, communications and facility maintenance support.

In addition, CAL FIRE/PCFD manages the City of Colfax Volunteer Fire Department and assists the city with its fire inspection and land development functions. These services are fully funded by the City of Colfax through a separate agreement with the County.

New to the contract for FY 20-21 is the addition of a Fire Marshal position. The Fire Marshal, operating under the delegated authority of the Placer County Fire Warden, will oversee the implementation of the updated Hazardous Vegetation Ordinance, conduct and coordinate inspections, and provide supervision to the two existing Fire Planners. The addition of the Fire Marshal will provide the Placer County Fire Department the ability to ensure compliance with local, state, and federal fire code, as well as a position that is dedicated to community loss reduction.

FISCAL IMPACT

The FY 2020-21 contract in the amount of \$13,649,483, is an increase of \$546,443 from FY 2020-21. The FY 2020-21 Final Budget fully funds the cost of this contract among the following cost centers: County Fire Control Fund \$4,619,840; Dry Creek Fire Fund \$1,235,659; North Auburn/Ophir Fire Fund \$3,450,611; and Sunset West Fire Fund \$4,343,374.

ATTACHMENTS

Attachment 1: Resolution

Attachment 2: CAL FIRE Cooperative Fire Protection Agreement for FY 2020-21

ATTACHMENT 1

Before the Board of Supervisors
County of Placer, State of California

In the matter of:

A Resolution which approves and authorizes the Chairman to execute a 1-year Cooperative Fire Protection Agreement (Contract # 2CA04421) for Fiscal Year 2020-21 in an amount not to exceed \$13,649,483 with CAL FIRE.

Resolution No.: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held July 28, 2020, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, all-hazard emergency response, including wildland fire response and structural fire protection in the unincorporated areas of Placer County is provided by eleven independent fire districts and fire departments and as well as by the California Department of Forestry and Fire Protection (CAL FIRE) under terms of its contract with the County of Placer; and

WHEREAS, your Board annually contracts with CAL FIRE to provide integrated, year-round fire protection and emergency medical response in approximately 475 square miles of unincorporated County area not protected by fire departments and independent fire protection districts; and

WHEREAS, fire protection in the area covered by this contract is provided through an integrated system comprising eight fully staffed 24-hour/ day fire stations and five community volunteer stations at which CAL FIRE also provides operational supervision and training.

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, that the Cooperative Fire Protection Agreement between the County of Placer and the California Department of Forestry and Fire Protection for Fiscal Year 2020-21 in the amount of \$13,649,483 is hereby approved, and that the Chairman of the Board of Supervisors is authorized to sign five copies of the contract.

RESOLVED FURTHER, The Clerk of the Board of the County of Placer shall certify the adoption of this resolution, and thenceforth and thereafter the same shall be in full force and effect.

ATTACHMENT 2

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2017**

AGREEMENT NUMBER	2CA04959
REGISTRATION NUMBER:	

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	Placer County

2. The term of this Agreement is: **July 1, 2020** through **June 30, 2021**

3. The maximum amount of this Agreement is: **\$ 13,649,483.00**
Thirteen Million Six Hundred Forty Nine Thousand Four Hundred Eighty Three Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	23	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY		California Department of General Services Use Only
LOCAL AGENCY'S NAME Placer County		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Bonnie Gore, Chairman, Placer County Board of Supervisors		
ADDRESS 175 Fulweiler Avenue, Auburn, CA 95603		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

**EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

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

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	Placer County
Name:	Brian Estes	Name:	Bekki Riggan
Phone:	530-889-0111	Phone:	530-886-4030
Fax:	530-823-9201	Fax:	530-889-4099

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

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	Placer County
Section/Unit:	Nevada Yuba Placer	Section/Unit:	OES-Fire
Attention:	Steve Robinson	Attention:	Bekki Riggan
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	175 Fulweiler Avenue Auburn, CA 95603
Phone:	530-889-0111 x1002	Phone:	530-886-4662
Fax:	530-823-9201	Fax:	530-889-4099

Send an additional copy of all correspondence to:

**CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460**

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, and facilities required to prevent and extinguish forest fires.

The 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 vegetation 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. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, 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.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

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, Medical and Rescue Response: 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 and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) 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.

4) 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 24/7 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.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY 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 Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) 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.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) 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)

9) 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 Unit Chief who shall, under the supervision and direction of Director/Region Chief 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.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- 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 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 the 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 deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

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 the 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 PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All 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.

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.
- B. 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.
- C. 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 thirty (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.
- D. 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.

- E. 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.

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. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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 one hundred twenty (120) 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. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION 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 will 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. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - 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.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, 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. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **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, suppliers, 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 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.
7. **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 CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. 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.

B. 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. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **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.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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.

17. **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 a completed Certification of Self Insurance (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 LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE 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.

18. **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).

- 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 such 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.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

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

EXHIBIT D
ADDITIONAL PROVISIONS

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.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

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.

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. 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.

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. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

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. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.**

Contractor Name: Placer County

Contract No: 2CA04959

Page No.: 17

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142 and 4144

NAME OF LOCAL AGENCY: Placer County

CONTRACT NUMBER: 2CA04959

Index: 2300

PCA: 27300, 27301,
27302, 27330, 27350

Fiscal Year: 2020/21 to 2020/21

This is Schedule A of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: Nevada-Yuba-Placer

Contract Name: Placer County

Agreement Total \$13,649,483

Contract No.: 2CA04959

Page No.: 18

Fiscal Year 20/21	
27300 PS	\$3,731,049
27300 OE	\$89,183
27301 PS	\$1,160,052
27301 OE	\$75,607
27302 PS	\$4,152,791
27302 OE	\$190,583
27330 PS	\$706,469
27330 OE	\$93,139
27350 PS	\$3,129,766
27350 OE	\$320,845
TOTAL	\$13,649,483

Unit: Nevada-Yuba-Placer
 Sub Total: \$3,340,540
 Admin: \$390,509
 Total: \$3,731,049
 Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 19
 Overtime Total: \$95,870

Number of Positions	Classification/adj-ohs (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
4	Battalion Chief (Nonsupervisory)	POF		12	\$6,039	\$318,672	\$3,656	12	\$175,488	\$297,321	\$0	\$98,817	\$890,298	\$940,377
4	Longevity Pay Differential - 7%	POF		12	\$0	\$22,307			\$0	\$20,812	\$0	\$0	\$43,120	
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359	\$0	\$0	\$6,959	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
4	Fire Captain, Range A	POF		12	\$5,720	\$274,560	\$3,155	12	\$151,440	\$256,164	\$0	\$85,276	\$767,440	\$811,550
4	Longevity Pay Differential - 7%	POF		12	\$0	\$19,219			\$0	\$17,932	\$0	\$0	\$37,151	
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359	\$0	\$0	\$6,959	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
4	Fire Apparatus Engineer (Paramedic)	POF		12	\$5,458	\$261,984	\$3,267	12	\$156,816	\$244,431	\$0	\$88,303	\$751,534	\$819,838
4	Longevity Pay Differential - 5%	POF		12	\$0	\$13,099			\$0	\$12,222	\$0	\$0	\$25,321	
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359	\$0	\$0	\$6,959	
4	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$24,000			\$0	\$12,024	\$0	\$0	\$36,024	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
2.5	Fire Fighter II	POF		12	\$4,596	\$137,880	\$2,543	12	\$76,290	\$128,642	\$0	\$42,959	\$385,771	\$398,116
2.5	Longevity Pay Differential - 3%	POF		12	\$0	\$4,136			\$0	\$3,859	\$0	\$0	\$7,996	
2.5	Education Incentive Pay Differential	POF		12	\$75	\$2,250			\$0	\$2,099	\$0	\$0	\$4,349	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
1	Heavy Equipment Mechanic, Range A	MIS		12	\$5,618	\$67,416	\$0	0	\$0	\$55,032	\$0	\$0	\$122,448	\$134,697
1	Fire Mission Pay Differential - HEM Range A	MIS		12	\$562	\$6,744			\$0	\$5,505	\$0	\$0	\$12,249	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
1	Office Technician	MIS		12	\$4,033	\$48,396	\$0	0	\$0	\$39,506	\$0	\$0	\$87,902	\$87,902
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
15	Hazmat Pay Differential	POF		12	\$150	\$27,000			\$0	\$25,191	\$0	\$0	\$52,191	\$148,061
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
68	Overtime	POF			\$0	\$94,500			\$0	\$1,370	\$0	\$0	\$95,870	

Fiscal Year: 2020
 Index: 2300
 PCA: 27300
 PRC: 4142

Uniform Benefits	\$448
Sub Total	\$79,849
Admin	\$9,334
Total	\$89,183

Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
TRAVEL	Travel	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
TRAINING	Training	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
COMMUNICATIONS	Dispatch	1.00	1.00	\$31846	\$ 31,846		\$ 31,846
UNIFORM ALLOWANCE FOR BUS	Uniform Allowance	14.50	12.00	\$178	\$ 30,885	\$ 448	\$ 31,333
UNIFORM ALLOWANCE FOR HEM	Uniform Allowance	1.00	12.00	\$56	\$ 670		\$ 670
GENERAL EXPENSE	Contingency	1.00	1.00	\$10000	\$ 10,000		\$ 10,000

Fiscal Year: 2020
 Index: 2300
 PCA: 27301
 PRC: 4142

Uniform Benefits	\$170
Sub Total	\$67,693
Admin	\$7,913
Total	\$75,607

Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 22

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
TRAVEL	Travel	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
TRAINING	Training	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
COMMUNICATIONS	Dispatch	1.00	1.00	\$39808	\$ 39,808		\$ 39,808
UNIFORM ALLOWANCE FOR BUS	Uniform Allowance	5.50	12.00	\$178	\$ 11,715	\$ 170	\$ 11,885
GENERAL EXPENSE	Contingency	1.00	1.00	\$10000	\$ 10,000		\$ 10,000

Fiscal Year: 2020
 Index: 2300
 PCA: 27302
 PRC: 4142

Unit: Nevada-Yuba-Placer

Sub Total	\$3,718,140
Admin	\$434,651
Total	\$4,152,791

Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 23

Comments "Sunset"

Overtime Total: \$157,248

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Brian Estes
	CAL FIRE Region Chief	Mike Bradley

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Fire Captain (Paramedic)	POF		12	\$6,122	\$73,464	\$3,629	12	\$43,548	\$68,542	\$0	\$24,522	\$210,076	\$230,762
1	Longevity Pay Differential - 7%	POF		12	\$0	\$5,142			\$0	\$4,798		\$0	\$9,940	
1	Education Incentive Pay Differential	POF		12	\$75	\$900			\$0	\$840		\$0	\$1,740	
1	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$6,000			\$0	\$3,006		\$0	\$9,006	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
3	Fire Captain, Range A	POF		12	\$5,720	\$205,920	\$3,155	12	\$113,580	\$192,123	\$0	\$63,957	\$575,580	\$608,662
3	Longevity Pay Differential - 7%	POF		12	\$0	\$14,414			\$0	\$13,449		\$0	\$27,863	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
6	Fire Apparatus Engineer (Paramedic)	POF		12	\$5,458	\$392,976	\$3,267	12	\$235,224	\$366,647	\$0	\$132,455	\$1,127,301	\$1,229,757
6	Longevity Pay Differential - 5%	POF		12	\$0	\$19,649			\$0	\$18,332		\$0	\$37,981	
6	Education Incentive Pay Differential	POF		12	\$75	\$5,400			\$0	\$5,038		\$0	\$10,438	
6	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$36,000			\$0	\$18,036		\$0	\$54,036	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
3	Fire Apparatus Engineer	POF		12	\$5,098	\$183,528	\$2,817	12	\$101,412	\$171,232	\$0	\$57,105	\$513,277	\$536,234
3	Longevity Pay Differential - 5%	POF		12	\$0	\$9,176			\$0	\$8,562		\$0	\$17,738	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
6	Fire Fighter II	POF		12	\$4,596	\$330,912	\$2,543	12	\$183,096	\$308,741	\$0	\$103,101	\$925,850	\$955,478
6	Longevity Pay Differential - 3%	POF		12	\$0	\$9,927			\$0	\$9,262		\$0	\$19,190	
6	Education Incentive Pay Differential	POF		12	\$75	\$5,400			\$0	\$5,038		\$0	\$10,438	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$157,248
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$155,000			\$0	\$2,248		\$0	\$157,248	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2020
 Index: 2300
 PCA: 27302
 PRC: 4142

Uniform Benefits	\$587
Sub Total	\$170,635
Admin	\$19,947
Total	\$190,583

Contract Name: Placer County

Contract No.: 2CA04959

Page No.: 24

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
TRAVEL	Travel	1.00	1.00	\$12000	\$ 12,000		\$ 12,000
TRAINING	Training	1.00	1.00	\$20000	\$ 20,000		\$ 20,000
COMMUNICATIONS	Dispatch	1.00	1.00	\$87578	\$ 87,578		\$ 87,578
UNIFORM ALLOWANCE FOR BUS	Uniform Allowance	19.00	12.00	\$178	\$ 40,470	\$ 587	\$ 41,057
GENERAL EXPENSE	Contingency	1.00	1.00	\$10000	\$ 10,000		\$ 10,000

Fiscal Year: 2020
 Index: 2300
 PCA: 27330
 PRC: 4144

Uniform Benefits	\$126
Sub Total	\$83,391
Admin	\$9,748
Total	\$93,139

Contract Name: Placer County

Contract No.: 2CA04959

Page No.: 26

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
COMMUNICATIONS	Mobile Radios	2.00	7.00	\$14	\$ 196		\$ 196
COMMUNICATIONS	Handi Talkies	2.00	7.00	\$7	\$ 98		\$ 98
COMMUNICATIONS	Base Stations	3.00	7.00	\$66	\$ 1,386		\$ 1,386
COMMUNICATIONS	Electric Sirens	2.00	7.00	\$8	\$ 112		\$ 112
UNIFORM ALLOWANCE FOR BUS	Uniform Allowance	7.00	7.00	\$178	\$ 8,698	\$ 126	\$ 8,824
GENERAL EXPENSE	Contingency	1.00	1.00	\$18000	\$ 18,000		\$ 18,000
VEHICLE OPERATIONS	Alta	1.00	7.00	\$1431	\$ 10,017		\$ 10,017
VEHICLE OPERATIONS	Colfax	1.00	7.00	\$1431	\$ 10,017		\$ 10,017
UTILITIES	Alta	1.00	7.00	\$725	\$ 5,075		\$ 5,075
UTILITIES	Auburn	1.00	7.00	\$500	\$ 3,500		\$ 3,500
UTILITIES	Colfax	1.00	7.00	\$600	\$ 4,200		\$ 4,200
FACILITIES OPERATIONS	Alta	1.00	7.00	\$300	\$ 2,100		\$ 2,100
FACILITIES OPERATIONS	Auburn	1.00	7.00	\$300	\$ 2,100		\$ 2,100
FACILITIES OPERATIONS	Colfax	1.00	7.00	\$300	\$ 2,100		\$ 2,100
AMADOR - BATTALION CHIEF		2.00	7.00	\$1119	\$ 15,666		\$ 15,666

Fiscal Year: 2020
 Index: 2300
 PCA: 27350
 PRC: 4142

Unit: Nevada-Yuba-Placer

Sub Total	\$2,802,190
Admin	\$327,576
Total	\$3,129,766

Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 27

Comments: "North Auburn/Ophir"

Overtime Total: \$185,080

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County", and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Brian Estes
	CAL FIRE Region Chief	Mike Bradley

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
3	Fire Captain, Range A	POF		12	\$5,720	\$205,920	\$3,155	12	\$113,580	\$192,123	\$0	\$63,957	\$575,580	\$608,662
3	Longevity Pay Differential - 7%	POF		12	\$0	\$14,414			\$0	\$13,449		\$0	\$27,863	
3	Education Incentive Pay Differential	POF		12	\$75	\$2,700			\$0	\$2,519		\$0	\$5,219	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
5	Fire Apparatus Engineer	POF		12	\$5,098	\$305,880	\$2,817	12	\$169,020	\$285,386	\$0	\$95,175	\$855,461	\$893,723
5	Longevity Pay Differential - 5%	POF		12	\$0	\$15,294			\$0	\$14,269		\$0	\$29,563	
5	Education Incentive Pay Differential	POF		12	\$75	\$4,500			\$0	\$4,199		\$0	\$8,699	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
7	Fire Fighter II	POF		12	\$4,596	\$386,064	\$2,543	12	\$213,612	\$360,198	\$0	\$120,285	\$1,080,159	\$1,114,724
7	Longevity Pay Differential - 3%	POF		12	\$0	\$11,582			\$0	\$10,806		\$0	\$22,388	
7	Education Incentive Pay Differential	POF		12	\$75	\$6,300			\$0	\$5,878		\$0	\$12,178	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$182,435		0	\$0	\$2,645	\$0	\$0	\$185,080	\$185,080
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0

Fiscal Year: 2020
 Index: 2300
 PCA: 27350
 PRC: 4142

Uniform Benefits	\$463
Sub Total	\$287,264
Admin	\$33,581
Total	\$320,845

Contract Name: Placer County
 Contract No.: 2CA04959
 Page No.: 28

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between "Placer County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
TRAVEL	Travel	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
TRAINING	Training	1.00	1.00	\$3000	\$ 3,000		\$ 3,000
COMMUNICATIONS	Dispatch	1.00	1.00	\$238850	\$ 238,850		\$ 238,850
UNIFORM ALLOWANCE FOR BUS	Uniform Allowance	15.00	12.00	\$178	\$ 31,950	\$ 463	\$ 32,413
GENERAL EXPENSE	Contingency	1.00	1.00	\$10000	\$ 10,000		\$ 10,000

Contractor Name: Placer County

Contract No: 2CA04959

Page No.: 29

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:Placer County

This is Schedule B of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2020/21

(See Attached)

FACILITIES		Equipment	
12	Fire Stations	26	Fire Engines
3	Lookouts	3	Bulldozers and Transports
1	Air Base	7	Service Units
2	Conservation Camps	9	Crew Vehicles
Personnel		30	Administrative Vehicles
1	Unit Chief	1	Air Attack Plane
1	Deputy Chief	2	Air Tankers
4	Division Chiefs	1	Mobile Communications Unit
11	Battalion Chiefs		
1	Fire Prevention Chief		
2	Forester II		
3	Forester I		
1	Forestry Equipment Manager		
3	Heavy Equipment Mechanics		
6	Heavy Equipment Operators		
48	Fire Captains		
35	Fire Apparatus Engineers		
125	Firefighter I's		
2	Communications Operators		
1	Forestry Logistics Officer		
7	Clerical Support Personnel		

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:Placer County

This is Schedule C of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2020/21

(See Attached)

ZONES OF BENEFIT	BUDGET
Dry Creek Fire ZOB	\$221,047
Dutch Flat Fire ZOB	\$72,186
FireControl Fund	\$770,577
Sheridan Fire ZOB	\$42,963
Sunset Fire ZOB	\$150,501
Western Placer Fire ZOB	\$234,804
North Auburn/Ophir ZOB	\$444,710
Bickford Ranch Fire ZOB	\$355
TOTAL	\$1,937,143

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:Placer County

This is Schedule D of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2020/21 to 2020/21

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
 - b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.
- Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

ID	Model Year	Type	LICENSE
B2317	2011	FORD	1364390
B2318	2014	FORD	1397715
B2319	2009	FORD	1331979
BR100	1987	FORD	1312381
BR181	1990	INTERNATIONAL	262802
BR182	1990	INTERNATIONAL	262800
BR32	1987	INTERNATIONAL	1251527
BR73	1990	INTERNATIONAL	262801
BR74	1981	INTERNATIONAL	1203748
BR75	1989	INTERNATIONAL	1312382
BR77	2003	INTERNATIONAL	1107507
BS182	2014	Kenworth	1448855
CH1	2015	BANDIT	126044
CH2	2015	BANDIT	1460984

ID	Model Year	Type	LICENSE
CH3	2005	BANDIT	1209061
CH4	2007	BANDIT	1260445
CH5	5015	BANDIT	1487167
E10	2011	SMEAL METRO	1251537
E100	2018	SMEAL METRO	C083573
E101	2003	HI TECH	E1136533
E101	1993	WEST STATES	E296768
E180	2018	SMEAL METRO	C083574
E181	2018	SMEAL METRO	C083572
E182	2011	SMEAL METRO	1251539
E184	1990	KME	260079
E32	2003	HI TECH	1158560
E70	2011	SMEAL METRO	1251538
E73	1995	W.S. DARLEY	E033595
E74	2003	SPARTAN	1136534
E75	2000	HME	1078959
E77	2017	TOYNE	1526043
E78	1995	FL 70 DARLEY	E025282
HM1	2000	AMER LAFRANCE	
HM10	2000	AMER LAFRANCE	1107363
HT DECON	2012	INTERSTATE	1251580
IMT	2006	VORTECH	1203740
P2327	2009	FORD	1331977
P2328	2009	FORD	1331981
R180	2003	E-ONE / FORD	1145032
RB74	2015	Zodiac/Evinrude/Karavan	
REP2332	2009	GMC	1324498
RESERVE	2000	KME	1042749
T180	2008	SPARTAN/SMEAL	1251581
T2307	2002	DODGE	1107449
T77	2009	SPARTAN	1228298
TRT	2015	FEATHERLITE	
U10	2006	GMC	1203744
U100	2011	FORD	1251526
U14	2006	GMC	1203745
U15	2014	Ford	1443702

ID	Model Year	Type	LICENSE
U16	2006	GMC	1209078
U180	2014	FORD	1397714
U182	1998	FORD	10000014
U50	19999	FORD	1024024
U70	2012	FORD	1389774
U75	1993	CHEVROLET	292877
U77	2009	FORD	1323049
WT 184	1990	INTERNATIONAL	266088
WT100	2010	INTERNATIONAL	1251517
WT182	1990	INT'L/KME	266087
WT73	2002	INTERNATIONAL	1107506
WT74	2010	INTERNATIONAL	1251516
WT75	2010	INTERNATIONAL	1251518

Contractor Name: Placer County

Contract No: 2CA04959

Page No.: 37

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2020, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:Placer County

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2020/21 to 2020/21

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date

