

**PLACER COUNTY
OFFICE OF EMERGENCY SERVICES**

M E M O R A N D U M

To: Honorable Board of Supervisors

From: Thomas Miller, County Executive Officer
by: Rui Cunha, Emergency Services Program Manager

Date: February 6, 2007

Subject: FY 2006-07 California Department of Forestry and Fire Protection Contract.

ACTION REQUESTED

Adopt the attached Resolution approving the FY 2006-07 contract with the California Department of Forestry and Fire Protection in the amount of **\$5,851,482** and authorize your Chairman to sign five copies of the contract.

BACKGROUND

Local fire protection in unincorporated Placer County is provided either by independent fire districts or the County of Placer through our contract with the California Department of Forestry and Fire Protection (CDF). CDF is an agency that provides wildland fire protection services and all hazard fire and emergency services (response to structure fires, vehicle fires and accidents, medical aid calls, hazardous materials response, dispatching services, and so on) as an option for local governments via contract.

History

Placer County has provided fire protection services to the unincorporated areas of the County since the late 1940's. At the outset, the County funded a single firefighter who both maintained and operated a fire truck, while working with volunteers to respond (principally) to fires in the Lincoln area. Between the early 1950's and late 1970's, County fire protection grew to the point that services were being provided from six stations (Lincoln, Penryn, Foresthill, Bowman, Colfax and Alta). By FY 78/79 Placer County's contract with CDF for the provision of fire protection services had grown to \$368,136. For that year the General Fund contributed \$203,136, or 55% of the contracts total value.

Between 1980 and 2000 Placer County continued to provide fire protection services for those areas of the County that were not served by Fire Protection Districts. By FY 99/00 fire protection services were being provided by four fully staffed stations (Lincoln, Bowman, Colfax, Alta) and five volunteer stations (Dutch Flat, Fowler, Paige, Thermalands, Sheridan). Placer County's contract with CDF for FY 99/00 was \$986,886. For that year the General Fund contributed \$443,653 or 45% of the contracts total value.

In 2001, as voted on by the voters in the former Dry Creek Fire Protection District, Placer County assumed fire protection services for the Dry Creek area (Zone of Benefit 165). But, as revenues collected in Dry Creek were initially insufficient to fully fund fire protection expenses, a loan from the General Fund had to cover the difference between 2001 and 2005. Total revenues in FY 05/06 exceeded expenses for the first time since 2001. The Dry Creek Fire budget for this year includes provisions for a \$96,790 payment to loan interest and principle. The loan balance at the end of this fiscal year is projected to be approximately \$378,000.

In 2003, the County entered into an agreement with the United Auburn Indian Community (UAIC) to provide fire protection and advanced life support services for its Casino on Athens Avenue from a station to be built at that location. The UAIC provides approximately \$1,200,000 to fully fund operations and maintenance at Station 77.

Finally, at the request of the former Placer Consolidated Fire Protection Board, Placer County assumed fire protection service in the former Placer Consolidated Fire Protection District area in April 2006. FY 06/07 is the first full year of operations in this area. The addition of Stations 180 (North Auburn), 182 (Ophir), and the addition of an engine company to Station 10 (Bowman) adds \$2,112,148 to County contract costs. These costs are fully funded by the North Auburn/Ophir/Lone Star communities.

Current System

Placer County currently provides fire protection and all hazard fire and emergency services on a year-round basis in an unincorporated area of approximately 475 square miles or nearly 1/3 of the total County area. The current area served has a population of approximately 45,000. Service is provided by 60 full time firefighters from eight fully staffed, 24-hour/day fire stations located in Alta, Colfax, Bowman, North Auburn, Ophir, Lincoln, the Sunset Industrial Area, and in Dry Creek. In addition, the system supports community volunteer firefighters operating from stations in Dutch Flat, Fowler, Paige, Thermalands, Lone Star, and Sheridan. There are nearly 100 active or semi-active volunteers in the Placer County Fire System, and CDF/PCF operates and maintains 54 County-owned fire engines and support vehicles. Estimated value of County-owned property and equipment is over \$20,000,000.

In addition to services listed above, CDF manages the Colfax Fire Department and assists the city with fire inspection and land development functions. These services are fully funded by the City of Colfax in a separate agreement between Placer County and the city.

State Actions Affecting Increases in Future Year Contracts

In Senate Committee on Budget and Fiscal Review discussions last year, staff recommended that the Committee approve language that would ensure increased staffing resources be used to support State responsibilities.

The full impact of this direction is still being assessed, however, Placer County can expect to see incremental increases in unplanned overtime costs over the next three years to fund backfill for firefighter vacation, sick leave, holiday and training absences. In the past, CDF units have had greater latitude in applying available staff to fire protection functions during the off season. This flexibility is anticipated to be reduced.

CDF has indicated that the total annual unfunded backfill in the existing contract is in excess of \$650,000. While future revenue projections are expected to increase (projected increase in excess of \$350,000 in FY 07/08), it is impossible to predict State decisions that could impact the full costs of the contract.

FISCAL IMPACT

The **\$5,851,482** contract amount represents an approximate 66% increase over the FY 05/06 contract amount of \$3,528,028, of which \$2,112,148 is directly attributable to the assumption of fire protection services in the North Auburn/Ophir Fire area.

The remaining increase of \$211,306 is attributable to an increase in firefighter I positions as a result of bargaining unit negotiations limiting firefighter I's to a 72 hour work week (previously 96 hour work week), increased dispatch services costs, additional funding for mechanic services, normal longevity pay and salary increases for existing employees, and an increased benefit rate from 51.78% to 51.98%. The contract cost increases identified above were significantly off-set by a \$277,006 decrease in the County's costs for provision of Fire Protection Services from our three "Amador" stations (Ophir, Colfax, Alta).

The General Fund contribution to the FY 06/07 contract with CDF is \$419,823, or 7.2% of the total value of the contract. Last years (FY 05/06) General Fund contribution was \$442,393.

Attachments:

- Resolution
- CDF Fire Protection Contract (5 copies)

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

In the matter of:

Resol. No: _____

**A RESOLUTION RENEWING A FIRE PROTECTION
CONTRACT WITH THE CALIFORNIA DEPARTMENT
OF FORESTRY AND FIRE PROTECTION FOR
FISCAL YEAR 2006-2007**

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held **February 6, 2007** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, wildland and structural fire protection as well as all-hazard emergency response in the unincorporated areas of Placer County are provided by 12 independent fire districts and the California Department of Forestry and Fire Protection (CDF) under contract with County of Placer; and

WHEREAS, your Board annually contracts with CDF to provide both wildland and structural fire protection services in non-fire district areas to provide integrated, year-round fire protection and emergency medical response in approximately 475 square miles of unincorporated County area; and

WHEREAS, fire protection is provided through an integrated system comprising eight fully staffed 24-hour/day fire stations and six community volunteer stations at which CDF also provides operational supervision and training; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the County of Placer, that the Cooperative Agreement between the County of Placer and the California Department of Forestry and Fire Protection for Fiscal Year 2006-2007 in the amount of \$5,851,482 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 County of Placer shall certify the adoption of this resolution, and thenceforth and thereafter the same shall be in full force and effect.

Placer Co Copy

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

AGREEMENT NUMBER

#2CA66696

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

LOCAL AGENCY'S NAME

PLACER COUNTY (06:07 FY)

2. The term of this Agreement is: **July 1, 2006** through **June 30, 2007**

3. The maximum amount of this Agreement is: **\$ 5,851,482.00**
Five million, eight-hundred fifty-one, four-hundred eighty-two dollars and no 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 - Include Page 1 (Signature page) and Page 2 (Contact page) in page count.	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	5 pages
Exhibit D – Additional Provisions	19 pages
Exhibit E – Description of Other Services	1 page

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
PLACER COUNTY

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Bruce Kranz, Chairman of the Board

ADDRESS
**175 Fulweiler Avenue
Auburn, CA 95603**

California
Department of General Services
Use Only

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken McLean, Deputy Director, Chief of Fire Protection

ADDRESS **1416 9th Street, Sacramento, CA 94244-2460**

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

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

Department of Forestry and Fire Protection Unit Chief:	Local Agency: Placer County
Name: Brad Harris, Unit Chief	Name: Rui Cunha, Emerg. Services Proj. Mgr
Phone: 530-889-0111, ext. 100	Phone: 530-886-5304
Fax: 530-823-9201	Fax: 530-886-5343

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

Department of Forestry and Fire Protection Unit Chief: Brad Harris	Local Agency: Placer County
Section/Unit: Nevada-Yuba-Placer	Section/Unit: Placer County OES
Attention: Brad Harris, Unit Chief	Attention: Rui Cunha
Address: 13760 Lincoln Way, Auburn, CA 95603	Address: 2988 Richardson Dr., Auburn CA 95603
Phone: 530-889-0111, ext. 100	Phone: 530-886-5304
Fax: 530-823-9201	Fax: : 530-886-5343

Send an additional copy of all correspondence to:

Department of Forestry and Fire Protection
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

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

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel including "volunteers", and facilities required to prevent and extinguish forest fires.

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

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

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

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

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

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

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

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

5) Land Use/ Pre-Fire Planning Services – CDF 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.

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

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

8) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

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

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

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

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

4. MUTUAL AID

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

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

5. PROPERTY ACCOUNTING

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

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

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

- B. Dollar amounts may be adjusted between categories up to ten percent without Agency approval.

- 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 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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

Disputes that are not resolved informally by LOCAL AGENCY and STATE's representatives may be resolved, by mutual agreement of the parties, through arbitration. If arbitration is not agreed upon or is unsuccessful, venue for litigation will be the trial court in the County in which the LOCAL AGENCY exists.

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

The following does not apply to this AGREEMENT (only STATE employees are included in this agreement).

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

13. LIABILITY INSURANCE

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide completed Exhibit D, Schedule E or certificate of insurance, executed by a duly authorized

officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

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

- A. Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. The Department of Forestry and Fire Protection, State of California, its officers, agents, servants, and employees are included as additional insured.
- C. 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.

14. WORKERS COMPENSATION – (only applies where local government employees/volunteers are supervised by CDF, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

The following does not apply to Local Agency (only STATE employees are included in this agreement).

- 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.

15. VEHICLES

The following does not apply to LOCAL AGENCY. (LOCAL AGENCY owned vehicle use is not included as part of this agreement).

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

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

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

- E. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 5 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000.

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

- 16. EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.
- 17. ENTIRE AGREEMENT: This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

Schedules

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

- A. Fiscal Display, PRC-4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services.
 - B. STATE Funded Resource** (required) - 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.
 - E. Certification of Self Insurance** - (Provider Insurance Certification addressed under additional documentation below) and/or proof of Self-insurance for:
 - Workers' Compensation Benefits (State and Local Government Employees)
 - Tort Liability
 - Vehicle Liability
-

The additional documentation listed below is required by CDF. **Do not include these documents in the page counts on the STD 213 form.**

- 1) CDF Review Certification Memo (signatures)
- 2) Routing Checklist
- 3) LOCAL AGENCY Governing Board Resolution or Minutes (**provide 2 copies**)
- 4) Provider Insurance Certification (**provide 2 copies**) – Certificate must include the language: *"CDF/State of California and its officers, agents, servants and employees are included as additional insured"*.
- 5) Fiscal Sheet - Exhibit E, Schedule A (**provide 4 extra copies**)

SCHEDULE A - 4142
 INDEX 2300 PCA 27300 (BU 221600)
 This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2006
 Between State of California Department of Forestry and Fire Protection
 and the County of Placer, a Local Agency

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 70 Lincoln:							
Fire Control & Emergency Service						Benefit \$1.98	
SAFETY	1	FC	12	\$4,817	\$57,804	\$30,047	\$87,851
	1	FC	12	\$4,729	\$56,748	\$29,498	\$86,246
	1	Engineer	6	\$3,925	\$23,550	\$12,241	\$35,791
	1	Engineer / Med	12	\$3,922	\$47,064	\$24,464	\$71,528
	2 33	FF-I	12	\$2,837	\$79,323	\$41,232	\$120,554
	1	FF-I/Brush/Relief	3	\$2,837	\$8,511	\$4,424	\$12,935
PLANNED OVERTIME						Benefit rate 27.84	
	1	FC	12	\$2,454	\$29,448	\$8,198	\$37,646
	1	FC	12	\$2,408	\$28,896	\$8,045	\$36,941
	1	Engineer	6	\$1,999	\$11,994	\$3,339	\$15,333
	1	Engineer / Med	12	\$1,997	\$23,964	\$6,872	\$30,836
	2 33	FF-I	12	\$1,123	\$31,398	\$8,741	\$40,140
	1	FF-I/Brush/Relief	3	\$1,123	\$3,369	\$938	\$4,307
Paramedic Retention	1	F AE / Med	12	\$350	\$4,200	\$1,169	\$5,369
UNPLANNED OVERTIME						Benefit rate 1.45	
for all Classes at 1 - 1:2						\$145	\$10,145
				\$10,000			
Subtotal Personal Services:							\$595,421
OPERATING EXPENSE:							
Travel In-State							
County Business/Training				\$2,000			\$2,000
Subtotal Travel:							\$2,000
Training							
Tuition				\$2,000			\$2,000
Subtotal Training:							\$2,000
Facilities							
Maintenance and repair of S-70							\$10,000
Subtotal Facilities:							\$10,000
Contingency					\$9,000		\$9,000
Personal Care							
Uniform Allowance						Benefit rate 27.84	
2	Full-time Wearers - FC	12	\$	69.17	\$1,660	\$462	\$2,122
1 5	Full-time Wearers - FAE	12	\$	69.17	\$1,245	\$347	\$1,592
2 33	Full-time Wearers - FF I	12	\$	70.00	\$1,957	\$545	\$2,502
1	Full-time Wearer	4	\$	70.00	\$280	\$78	\$358
Subtotal Pers. Care:							\$6,574
Subtotal Operating Expense:							\$29,574
Subtotal Station 70 Lincoln:							\$624,995
Admin. Charge						9.92%	\$62,000
Total Station 70 Lincoln:							\$686,995

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 10 Auburn:							
Fire Control & Emergency Service (Base Pay)							Benefit 51.98
	1	FF-II	12	\$2,916	\$ 34,992	\$ 18,189	\$ 53,181
Planned OT							27.84
	1	FF-II	12	\$1,484	\$ 17,808	\$ 4,958	\$ 22,766
Unplanned OT for All Classes							
							\$ -
Subtotal Personal Services:							\$ 75,947
Personal Care Uniform Allowance							Benefit rate 27.84
	1	Full-time Wearers - FF II	12	\$ 69	\$ 830	\$ 231	\$ 1,061
Subtotal Operating Expense:							\$ 1,061
Subtotal Station 10 Auburn:							\$ 77,008
Admin. Charge							9.92% \$ 7,639
Total Station 10 - Auburn:							\$ 84,647
Station 30 Coffax:							
Fire Control & Emergency Service (Base Pay)							Benefit 51.98
	2.33	FF-I	7	\$2,837	\$ 46,271	\$ 24,052	\$ 70,323
	2.33	FF-I / Relief	1	\$2,837	\$ 6,610	\$ 3,426	\$ 10,046
Planned OT @ 1.25 time							27.84
	2.33	FF-I	8	\$1,123	\$ 20,932	\$ 5,828	\$ 26,760
Unplanned OT for All Classes							1.45
							\$9,500
Subtotal Personal Services:							\$ 115,753
Personal Care Uniform Allowance							Benefit rate 27.84
	2.33	Full-time Wearers - FF I	7	\$ 70.00	\$ 1,142	\$ 318	\$ 1,460
Subtotal Operating Expense:							\$ 1,460
Subtotal Station 30 Coffax:							\$ 117,212
Admin. Charge							9.92% \$ 11,627
Total Station 10 - Auburn:							\$ 128,840

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 33 Alta:							
Fire Control & Emergency Service							
(Base Pay):							
						Benefit 51.98	
	2.33	FF-I	7	\$2,837	\$ 48,271	\$ 24,052	\$ 70,323
	2.33	FF-I: Relief	1	\$2,837	\$ 6,610	\$ 3,436	\$ 10,046
Planned OT							
	2.33	FF-I	7	\$1,123	\$ 18,316	\$ 5,059	\$ 23,415
Unplanned OT for All Classes							
				\$9,500	\$8,500	\$123	\$8,623
Subtotal Personal Services:						\$	112,408
Personal Care							
Uniform Allowance							
	2.33	Full-time Wearers - FF-I	7	\$ 70.00	\$ 1,142	\$ 318	\$ 1,460
Subtotal Operating Expense:						\$	1,460
Subtotal Station 33 Alta:						\$	113,867
Admin. Charge						9.92%	\$ 11,296
Total Station 10 - Auburn:						\$	125,163

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
System-Wide Command/Support							
Fire Control & Emergency Service						Benefit	
(Base Pay)						51.98	
	1	BC	12	\$6,264	\$ 75,168	\$ 39,072	\$ 114,240
	1	BC	12	\$5,999	\$ 71,988	\$ 37,419	\$ 109,407
	0.5	FC/Fire Plan	12	\$4,729	\$ 28,374	\$ 14,749	\$ 43,123
	1	HEM	7	\$3,924	\$ 30,310	\$ 15,755	\$ 23,033
	1	HFEQ	3	\$3,829	\$11,487	\$ 5,971	\$ 8,729
HM Incentive							
	10	Members	12.0	\$ 150	\$ 18,000	\$ -	\$ 18,000
						Benefit	
						46.47	
(Base Pay)							
	1	Maj. Ser. Tech	7.2	\$3,809	\$ 27,425	\$ 12,744	\$ 40,169
	1	OT/SSA	3	\$3,589	\$ 10,767	\$ 5,003	\$ 15,770
	1	OT/SSA	3	\$3,589	\$ 10,767	\$ 5,003	\$ 15,770
						Benefit rate	
						27.84	
PLANNED OVERTIME							
	1	BC	12.0	\$4,236	\$51,432	\$14,319	\$65,751
	1	BC	12.0	\$4,166	\$49,272	\$13,717	\$62,989
	0.5	FC/Fire Plan	12.0	\$2,409	\$14,454	\$4,024	\$18,478
	1	HFEQ	3.0	\$2,084	\$3,126	\$870	\$3,996
Unplanned OT for A.I.C. Classes							
						1.45	
						\$ 10,000	\$ 10,145
							\$ 10,145
Dispatch Services							
PC% of total cost of providing Dispatch Services out of Grass Valley							
							14.36%
							\$28,534
Subtotal Personal Services:						\$	\$76,135
OPERATING EXPENSE:							
Travel In-State							
County Business Training							
						\$2,000	\$2,000
							\$0
Subtotal Travel:							\$2,000
Training							
Tuition							
						\$2,000	\$2,000
Subtotal Training:							\$2,000
Vehicles							
Engines maintenance and repair							
						\$29,333	\$ 29,333
BC & FC Vehicle maintenance and repair							
						\$10,000	\$ 10,000
Subtotal Vehicles:						\$	\$9,333
Contingency							
						\$10,000	\$10,000
Personal Care							
Uniform Allowance							
						Benefit rate	
						27.84	
2		Full-time - BC	12	\$ 69.17	\$1,660	\$462	\$2,122
0.5		Full-time - FC/Fire Plan	12	\$ 69.17	\$415	\$116	\$531
Subtotal Pers. Care:							\$2,653
Subtotal Operating Expense:							\$55,986
Subtotal:							\$55,986
Subtotal Personal Services:							\$595,421
Subtotal System-Wide Support:						\$	\$76,135
Subtotal Operating Expenses:							\$337,661
Total System-Wide Command/Support:							\$1,565,204
Admin. Charge - 9.92%:						\$	155,268
Total:						\$	1,720,472

SCHEDULE A - 4142
INDEX 2300 PCA 27301 (BU 221600)
This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2006
Between State of California Department of Forestry and Fire Protection
and the County of Placer, a Local Agency

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 100 - Dry Creek:							
Fire Control & Emergency Service SAFETY						Benefit \$1.98	
	1	FC	12	\$4,552	\$54,624	\$28,394	\$83,018
	1	FC	12	\$4,552	\$54,624	\$28,394	\$83,018
	1	Engineer	12	\$3,925	\$47,100	\$24,483	\$71,583
	1	Engineer	6	\$3,925	\$23,550	\$12,241	\$35,791
	2.33	FF-I	12	\$2,837	\$79,323	\$41,232	\$120,555
	1	FF-I/Brush/Relief	3	\$2,837	\$8,511	\$4,424	\$12,935
System-Wide Support							
	1	HFM	7	\$3,924	\$30,310	\$15,755	\$46,065
	1	HFE0	3	\$3,629	\$11,487	\$5,971	\$17,458
HM Incentive							
	1	Members	12	\$150	\$1,800		\$1,800
PLANNED OVERTIME							
	1	FC	12	\$2,318	\$27,816	\$7,744	\$35,560
	1	FC	12	\$2,318	\$27,816	\$7,744	\$35,560
	1	Engineer	12	\$1,999	\$23,988	\$5,678	\$30,666
	1	Engineer	6	\$1,999	\$11,994	\$3,339	\$15,333
	2.33	FF-I	12	\$1,123	\$31,398	\$8,741	\$40,140
	1	FF-I/Brush/Relief	3	\$1,123	\$3,369	\$938	\$4,307
	1	HFE0	3	\$2,084	\$6,252	\$1,741	\$7,993
UNPLANNED OVERTIME							
				\$10,000		\$145	\$10,145
Subtotal Personal Services:							\$586,369
OPERATING EXPENSE:							
Travel In-State							
County Business Training				\$2,000			\$2,000
Subtotal Travel:							\$2,000
Training							
Tuition				\$2,000			\$2,000
Subtotal Training:							\$2,000
Facilities							
Maintenance and Repair				\$1,500			\$1,500
Subtotal Facilities:							\$1,500
Personal Care							
Uniform Allowance						27.84	
	2	F/T Wearers - FC	12	\$ 69.17	\$1,660.08	\$462.17	\$2,122
	1.5	F/T Wearers - FAE	12	\$ 69.17	\$1,245.06	\$346.62	\$1,592
	2.33	F/T Wearers - FF I	12	\$ 70.00	\$1,957.20	\$544.88	\$2,502
	1	F/T Wearers - FF I	4	\$ 70.00	\$280.00	\$77.95	\$358
Subtotal Pers. Care:							\$6,574
Subtotal Operating Expense:							\$12,074
Dispatch Services							
PC % of total cost of providing Dispatch Services out of Grass Valley						7.8%	
						Sub-total ECG	\$14,361
Vehicles							
Engines maintenance and repair							\$5,867
BC & FC vehicle maintenance and repair							\$5,000
Subtotal Vehicles:							\$10,867
Subtotal Operating Expense:							\$22,941
Subtotal Station 100 Dry Creek:							\$600,730
Subtotal ALL:							\$623,671
Admin. Charge						9.92%	\$61,868
Total System-Wide Command/Support:							\$685,539

**SCHEDULE A - 4142
INDEX 2300 PCA 27302 (BU 221600)**

This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2006
Between State of California Department of Forestry and Fire Protection
and the County of Placer, a Local Agency

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 77 Sunset:							
Fire Control & Emergency Service						Benefit	
						\$1.98	
SAFETY	1	FC-P	12	\$4,798	\$57,576	\$29,928	\$87,504
	1	FC-P	12	\$4,798	\$57,576	\$29,928	\$87,504
	1	FC	12	\$4,640	\$55,680	\$28,942	\$84,622
	3	Engineer / Med	12	\$3,922	\$141,192	\$73,392	\$214,584
	1	Engineer	12	\$3,925	\$47,100	\$24,483	\$71,583
TEMP HELP							
	233	FF-I	12	\$2,837	\$79,323	\$41,232	\$120,554
	1	FF-I / Relief	3	\$2,837	\$8,511	\$4,424	\$12,935
	1	FF-I / Brush	4	\$2,838	\$11,352	\$5,901	\$17,253
PLANNED OVERTIME							
						27.84	
	1	FC-P	12	\$2,444	\$29,328	\$8,165	\$37,493
	1	FC-P	12	\$2,444	\$29,328	\$8,165	\$37,493
	1	FC	12	\$2,363	\$28,356	\$7,894	\$36,250
	3	Engineer / Med	12	\$1,998	\$71,928	\$20,025	\$91,953
	1	Engineer	12	\$1,999	\$23,988	\$6,678	\$30,666
TEMP HELP - PLANNED OVERTIME							
	233	FF-I	12	\$1,123	\$31,398	\$8,741	\$40,140
	1	FF-I / Relief	3	\$1,123	\$3,369	\$938	\$4,307
	1	FF-I / Brush	4	\$1,123	\$4,494	\$1,251	\$5,744
Paramedic	1	Captains / Med	12	\$500	\$6,000	\$1,670	\$7,670
Retention	1	Captains / Med	12	\$500	\$6,000	\$1,670	\$7,670
	2	Engineer / Med	12	\$400	\$9,600	\$2,673	\$12,273
	1	Engineer / Med	12	\$500	\$6,000	\$1,670	\$7,670
UNPLANNED OVERTIME							
						1.45	
				\$12,000		\$174	\$12,174
Subtotal Personal Services:							\$1,028,043

SCHEDULE A - 4144
INDEX 2300 PCA 27330 (BU 221600)
 This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2006
 Between State of California Department of Forestry and Fire Protection
 and the County of Placer, a Local Agency

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Fire Control & Emergency Service							
Station 10 Auburn:						Benefit	
Unplanned OT				\$6,250	\$6,250	1.45	
						\$91	\$6,341
						Subtotal	\$6,341
OPERATING EXPENSES:							
Auburn FFS		Utilities	7.0	\$500			\$3,500
Contingency					\$8,000		\$8,000
						Subtotal	\$11,500
						Subtotal Operating Expense:	\$11,500
						Subtotal Station 10 Bowman:	\$17,841
						Admin. Charge	9.92%
							\$1,770
						Total Station 10 Auburn FFS:	\$19,610

Station 30 Colfax:

OPERATING EXPENSES:

Communications							
	1	Mobile Radio	7	11/1-5/31	\$13.15		\$92
	1	Hand-talkies	7	11/1-5/31	\$7.35		\$51
	1	Base Stations	7	11/1-5/31	\$60.60		\$424
	1	Elec. Sirens	7	11/1-5/31	\$7.33		\$51
Utilities							
Colfax FFS			7	\$600	\$4,200		\$4,200
Structural Firefighting Equipment							
Equipment procurement, maintenance, and repair					\$2,450		\$2,450
Vehicles							
Colfax FFS	1	CDF Engine	7.0		\$1,431		\$10,017
Contingency					\$9,226		\$9,226
						Subtotal Operating Expense:	\$26,512
						Admin. Charge	9.92%
							\$2,630
						Total Station 30 Colfax FFS:	\$29,142

						Total
Station 33 Alta:						
OPERATING EXPENSES:						
Communications	1	Mobile Radio	7	\$13.15	\$92	\$92
	1	Handi-talkies	7	\$7.35	\$51	\$51
	1	Base Stations	7	\$60.60	\$424	\$424
	1	Elec. Sirens	7	\$7.33	\$51	\$51
Utilities						
Emergency Service			7	\$725	\$5,075	\$5,075
Structural Firefighting Equipment						
Equipment procurement, maintenance, and repair					\$2,450	\$2,450
Vehicles						
Alta FFS	1	CDF Engine	7.0	\$1,431	\$1,431	\$10,017
Contingency					\$9,226	\$9,226
Subtotal Operating Expense:						\$27,387
Admin. Charge						9.92%
						\$2,717
Total Station 30 Coffax FFS:						\$30,104
System-Wide Command/Support Fire Control & Emergency Service						
BC Coverage						
Amador					Benefit \$1.98	
	1	BC	7	\$949	\$6,643	\$3,453
	1	BC	7	\$949	\$6,643	\$3,453
	1	BC	7	\$949	\$6,643	\$3,453
Unplanned OT						
		All Classes			\$10,000	1.45
						\$145
Subtotal						\$40,433
Dispatch Services						
PC % of total cost of providing Dispatch Services out of Grass Valley						12.61%
						\$23,301
OPERATING EXPENSES:						
Communications	3	Mobile Radio	6.5	\$13.15	\$256	\$256
	3	Handi-talkies	6.5	\$7.35	\$143	\$143
	3	Elec. Sirens	6.5	\$7.33	\$143	\$143
Vehicles						
CDF PU mileage					\$4,000	\$4,000
Subtotal Operating Expense:						\$93,243
Subtotal Personal Services:						\$46,774
Subtotal System-Wide Command/Support:						\$140,016
Admin. Charge @						9.92%
						\$13,880
Total						\$153,906

SCHEDULE A - 4142
INDEX 2300 PCA 27350 (BU 221600)
This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2006
Between State of California Department of Forestry and Fire Protection
and the County of Placer, a Local Agency

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 180 Atwood:							
Fire Control & Emergency Service						Benefit \$1.98	
SAFETY	1	FC	12	\$4,022	\$48,264	\$25,088	\$73,352
	2	FC	12	\$5,118	\$122,832	\$63,848	\$186,680
	3	FF-II	12	\$2,916	\$104,976	\$54,567	\$159,543
	2	FAE	12	\$3,666	\$87,984	\$45,734	\$133,718
	2	FF-II	12	\$2,916	\$69,984	\$36,378	\$106,362
Educ Incent.	5		12	\$15	\$4,500	\$2,339	\$6,939
PLANNED OVERTIME						Benefit rate 27.84	
	1	FC	12	\$1,987	\$23,850	\$6,640	\$30,489
	2	FC	12	\$2,481	\$59,544	\$16,577	\$76,121
	5	FF-II	12	\$1,484	\$89,046	\$24,790	\$113,836
	2	FAE	12	\$1,815	\$43,568	\$12,129	\$55,698
UNPLANNED OVERTIME						Benefit rate 1.45	
for all Classes				\$46,274		\$671	\$46,945
Subtotal Personal Services:							\$989,583
OPERATING EXPENSE:							
Travel In-State							
County Business/Training				\$2,500			\$2,500
Subtotal Travel:							\$2,500
Training							
Tuition				\$2,500			\$2,500
Subtotal Training:							\$2,500
Personal Care						Benefit rate 27.84	
Uniform Allowance							
	3	Full-time Wearers - FC	12	\$ 69.17	\$2,490.12	\$693.25	\$3,183
	2	Full-time Wearers - FAE	12	\$ 69.17	\$1,660.08	\$462.17	\$2,122
	5	Full-time Wearers - FF II	12	\$ 69.17	\$4,150.20	\$1,155.42	\$5,306
Subtotal Pers. Care:							\$10,611
Subtotal Operating Expense:							\$15,611
Subtotal Station 180 Atwood:							\$1,005,194
Admin. Charge						9.82%	\$99,715
Total Station 180 Atwood:							\$1,104,909

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 182 Ophir FFS:							
Fire Control & Emergency Service							
(Base Pay):							
	2.33	FF-I	7	\$2,837	\$ 46,271	\$ 24,052	\$ 70,323
	2.33	FF-I - Relief	1	\$2,572	\$ 5,993	\$ 3,115	\$ 9,108
Planned OT:							
	2.33	FF-I	7	\$1,123	\$ 18,316	\$ 5,099	\$ 23,415
Unplanned OT for All Classes							
				\$8,500	\$8,500	\$123	\$8,623
Subtotal Personal Services:						\$	111,459
OPERATING EXPENSE:							
Travel In-State							
County Business/Training:							
				\$1,000			\$1,000
Subtotal Travel:							\$1,000
Training							
Tuition:							
				\$1,000			\$1,000
Subtotal Training:							\$1,000
Personal Care							
Uniform Allowance							
	2.33	Full-time Wearers - FF I	7	\$ 70.00	1,142	Benefit rate 27.84 318	1,460
Subtotal Pers. Care:							\$1,460
Subtotal Operating Expense:							\$3,460
Subtotal Station 182 Ophir FFS:							\$114,929
Admin. Charge						9.92%	\$11,401
Total Station 182 Ophir FFS:							\$126,330

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
Station 10 Auburn:							
Fire Control & Emergency Service							
						Benefit	
						\$1.98	
SAFETY	2.5	FAE	12	\$3,491	\$104,730	\$54,439	\$159,169
	1	FF-II	12	\$2,916	\$34,992	\$18,189	\$53,181
						Benefit rate	
						27.84	
PLANNED OVERTIME	2.5	FAE	12	\$1,815	\$54,450	\$15,159	\$69,609
	1	FF-II	12	\$1,484	\$17,808	\$4,958	\$22,766
						Benefit rate	
						1.45	
UNPLANNED OVERTIME for all Classes				\$18,750		\$272	\$19,022
Subtotal Personal Services:							\$323,748
OPERATING EXPENSE:							
Personal Care							
						Benefit rate	
						27.84	
Uniform Allowance	2.5	Full-time Wearers - FAE	12	\$ 69.17	\$2,075.10	\$577.71	\$2,653
	1	Full-time Wearers - FF II	12	\$ 69.17	\$830.04	\$231.08	\$1,061
Subtotal Pers. Care:							\$3,714
Subtotal Operating Expense:							\$3,714
Subtotal Station 10 Bowman FFS:							\$327,460
Admin. Charge						9.92%	\$32,484
Total Station 10 Bowman FFS:							\$359,944

PERSONNEL SERVICES:

	Qty	Classification	Months	Monthly Rate	Total Salary	Benefit	Total
System Wide Support:							
Fire Control & Emergency Service						Benefit 51.98	
SAFETY	1	Div. Chief	12	\$700	\$8,400	\$4,366	\$12,766
	1	BC Ops	12	\$5,117	\$61,404	\$31,918	\$93,322
	1	FC: Fire Plan	12	\$4,874	\$58,488	\$30,402	\$88,890
	1	HEM	7	\$3,924	\$12,829	\$6,565	\$19,194
	1	HFE0	3	\$3,829	\$4,786	\$2,488	\$7,274
HM Incentive	2	Members	12	\$150	\$3,600		\$3,600
Miscellaneous						Benefit 46.47	
	1	Mq: Ser Tech.	12	\$3,809	\$18,283	\$8,496	\$26,779
PLANNED OVERTIME						Benefit rate 27.84	
	1	Div. Chief	12	\$69	\$828	\$231	\$1,059
	1	BC Ops	12	\$3,332	\$39,984	\$11,132	\$51,116
	1	FC: Fire Plan	12	\$2,481	\$29,772	\$8,289	\$38,061
	1	HFE0	3	\$2,084	\$7,605	\$215	\$3,330
UNPLANNED OVERTIME						Benefit rate 1.45	
for all Classes				\$20,000		\$290	\$20,290
Subtotal Personal Services:							\$365,680
OPERATING EXPENSE:							
Travel In-State							
County Business/Training				\$1,000			\$1,000
Subtotal Travel:							\$1,000
Training							
Tuition				\$0			\$0
Subtotal Training:							\$0
Dispatch Services							53.67%
PC % of total cost of providing Dispatch Services out of Grass Valley							\$99,146
Contingency				\$6,000			\$6,000
Personal Care							
Uniform Allowance						Benefit rate 27.84	
	1	Full-time - BC	12	\$ 66.17	830	231	1,061
	1	Full-time - FC: Fire Plan	12	\$ 66.17	\$830	\$231	\$1,061
Subtotal Pers. Care:							\$2,122
Subtotal Operating Expense:							\$108,269
Subtotal System Wide:							\$473,949
Admin. Charge						9.92%	\$47,016
Total System Wide:							\$520,965
Total System-Wide Command/Support:							\$1,921,532
Admin. Charge - 9.92%							\$ 180,616
Total:							\$ 2,112,148

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY Placer County

This is Schedule B of Cooperative Agreement originally dated July 1, 2006, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

Original Amendment for Fiscal Year 06/07 Not Applicable

FACILITIES

- 12 Fire Stations
- 5 Lookouts
- 1 Air Base
- 1 Conservation Camp

PERSONNEL

- 1 Unit Chief
- 4 Division Chiefs
- 9 Battalion Chiefs
- 1 Fire Prevention Battalion Chief
- 2 Forester II
- 5 Forester I
- 1 Forestry Equipment Manager
- 1 Heavy Equipment Mechanic
- 5 Heavy Fire Equipment Operators
- 40 Fire Captains
- 16 Fire Apparatus Engineers
- 100 Firefighter I's
- 1/2 Dispatch Clerk
- 1 Forestry Logistics Officer
- 6 Clerical Support Personnel

EQUIPMENT

- 20 Fire Engines
- 3 Bulldozers and Transports
- 2 Service Units
- 5 Crew Vehicles
- 30 Administrative Vehicles
- 1 Air Attack Plane
- 2 S-2 Air Tankers

EXHIBIT D, SCHEDULE C
LOCAL FUNDED RESOURCES

NAME OF LOCAL AGENCY – Placer County Fire Department

This is Schedule C of Cooperative Agreement originally dated July 1, 2006, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

 X Original Amendment for Fiscal Year

Equipment			Budget
BC 2310	BR 76	Dry Creek Fire CSA	\$ 920,580
BC 2317	E 77	Dutch Flat Fire CSA	60,047
P 2327	E 78	Fire Control Fund	706,098
P 2328	WT 78	Sheridan Fire CSA	45,168
E 10	E 100	Sunset Fire CSA	165,316
HM 10	E 101	Western Placer Fire CSA	870,472
U 10	E 102	<u>North Auburn/Ophir CSA</u>	<u>784,627</u>
U 12	BR 100	Total	\$3,552,308
U 14	BR 101		
U 50	S 100		
U 15	U 100		
CHIPPER 1	RE 32	U 16	
CHIPPER 2	HM 1	BR 76R	
CHIPPER 3	E 180	BR 74R	
E 32	E 181	Penryn Engine	
BR 32	E 182	CHIPPER 4	
E 70	E 183	CHIPPER 5	
BR 70	E 184		
U 70	BR 180		
E 73	BR 181		
BR 73	BR 184		
WT 73	BR 10		
E 73B	TR 180		
E 74	R 180		
BR 74	WT 180		
WT 74	WT 184		
E 75	BC 2318		
BR 75	DIV 2304		
WT 75	U 180		

EXHIBIT D, SCHEDULE D
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY Placer County

Schedule D is made a part of this agreement originally dated July 1, 2006 between the STATE and LOCAL AGENCY.

Original Amendment for Fiscal Year _____

Section 17.C VEHICLES, is expanded to include the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- C. (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category exclude all surveyed Department of Forestry and Fire Protection 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.
- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires.
 - 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.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
P-2327	2001	Ford Expedition	1098637
B-2317	1998	Ford Expedition	E-380217
E-10	1995	Spartan	E-033595
U-70	1987	Chev. P.U.	E-033554
E-70	2000	HME	1078959
B-2310	1992	Ford Bronco	F-353887
E-100	1993	Spartan	E-368901

EXHIBIT D, SCHEDULE E

The Department of Forestry and Fire Protection, State of California and its officers, servants, and employees are included as additional insured. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in Exhibit A, Section 9.

NAME OF LOCAL AGENCY PLACER COUNTY

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 A, Section 11.

By:

Signature Printed Name

Title

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 A, Section 12.

By:

Signature Printed Name

Title

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 Section 13.

By:

Signature Printed Name

Title

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Contractor:
Contract No.:

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

N/A

