RECOMMENDED ACTION AND JUSTIFICATION:

Authorize Chairman to sign three year agreement and attachments with the California Department of Forestry and Fire Protection for dispatch services. This contract will be for fiscal years 1991-1994, this year's agreement is for a total of $122,272. This includes the Amador agreement and attachment for fiscal year 1991/92 at a cost of $28,334. This contract will phase out administrative services as of December 15, 1991; CDF will provide dispatch services, fire ground command and control, and Amador coverage only after December 15, 1991. During budget hearings, the Board authorized the CDF contract to be $119,272, we request that the $3,000 for extra help identified in Schedule C portion be transferred to the contract, for $122,272.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board has approved previous contracts with CDF. On August 15, 1991, the Board approved the motion to contract with CDF for services in 1991/92.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Not sign agreement and find another means for services. Funding for these services may be greater through another source.

COSTS: ( ) Not Applicable

A. Budgeted current FY $119,272
B. Total anticipated costs $122,272
C. Required Add'l funding $3,000
D. Source: Extra Help Transfer - Schedule C

SOURCE: ( ) 4/5ths Vote Required

A. Internal transfers $
B. Unanticipated revenues $
C. Reserve for contingency $
D. Description:
Balance in Reserve for Contingencies, if approved: $

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

4742 Agreement, Agreement for Radio Use, Attachment for dispatch services, 4144 Agreement, Training Certification attachment.

CLERK'S USE ONLY:

Res. No.: 91-478
Ord. No.:
Vote - Ayes: 3 Noes: 0
Absent: 0 Abstained: 0
( ) Approved ( ) Denied
( ) Minute Order Attached

The foregoing instrument is a correct copy of the original on file in this office.

Date: 
ATTEST: MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of CA
By: Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment: 

A.O. Initials: 

Action Form Revised 11/99
MARIPOSA COUNTY BOARD OF SUPERVISORS

MEMORANDUM

TO: GARY GILBERT, FIRE WARDEN
FROM: ANNE BLACKWELL, DEPUTY CLERK OF THE BOARD
RE: AGREEMENT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES IN FISCAL YEAR 1991/92

Date: October 15, 1991

Attached please find seven original copies of the agreement with California Department of Forestry and Fire Protection for services in fiscal year 1991/92.

Please sign them and return one original copy to our office for our files.

Thank you.

cc File

Attachment
A COOPERATIVE AGREEMENT

TO PROVIDE FIRE PROTECTION SERVICE

FOR LOCAL AGENCIES

LOCAL AGENCY County of Mariposa

THIS AGREEMENT, as authorized in California Public Resources Code Section(s), 4142, is made and entered into this 1st day of July, 1991, by and between the State of California acting through the Director of the Department of Forestry and Fire Protection, hereinafter called DIRECTOR and/or STATE, with the approval of the Director of the State Department of General Services, and County of Mariposa, a local agency existing under the laws of the State of California, through its duly authorized officers, hereinafter called LOCAL AGENCY, whereby it is agreed as follows:

I. PURPOSE

The purpose of this Agreement is to provide LOCAL AGENCY with fire protection services that are mutually advantageous to LOCAL AGENCY and STATE by providing unified, cooperative, integrated, and effective fire protection services to meet the responsibilities of STATE to protect natural resources and LOCAL AGENCY to protect lives and property, from forest fires, fires, and other emergencies.

II. PAYMENT FOR SERVICES

LOCAL AGENCY will pay to STATE for the furnishing of fire protection services pursuant to this agreement for the period July 1, 1991, through June 30, 1994, within the area of responsibility of LOCAL AGENCY, an amount not to exceed that set forth in each Schedule A, incorporated herein or by amendment for the services to be rendered pursuant to each such schedule for each fiscal year.

All payments to be made to STATE by LOCAL AGENCY for services provided by STATE during the period indicated above pursuant to any provision of this agreement are included within the respective Schedules A incorporated herein.

Any other funds designated by LOCAL AGENCY to be expended under the supervision of, or for the use of, a State Forest Officer for fire protection services during the term of this agreement shall be set out in Schedule C attached hereto and incorporated herein. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures whether under Schedule C or otherwise.
III. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services including the necessary personnel, apparatus, structures, and communications as outlined in Schedule B, attached hereto and made a part hereof.

A. DIRECTOR will select and employ a State Forest Officer who shall, under the supervision and direction of DIRECTOR or a lawful representative, have charge of the organization described in Schedules A, B, and C.

B. LOCAL AGENCY may appoint the State Forest Officer as the County Fire Warden or Chief Fire Protection Officer pursuant to Government Code Section 24008, Public Contracts Code Section 20811, or other applicable appointing authority.

C. The State Forest Officer may dispatch personnel and equipment listed in Schedule(s) A-4142 from the assigned station or location from time to time under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and equipment listed in Schedule B, except those specifically assigned to fire protection services during the period designated "N" (Nonfire Season) on Schedule A, may be dispatched at the sole discretion of STATE.

The State Forest Officer shall exercise his best professional judgment in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

D. Except as specifically provided herein or by separate agreement, STATE shall assume no responsibility within the area of jurisdiction of the United States government, or lands within the corporate limits of any city.

E. The performance of or provision for any service not specified herein by either STATE or LOCAL AGENCY shall be in pursuit of the separate mission of the party performing or making provision for such service and shall not be at the expense of the other party.

F. 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 Schedules A as to the services to be rendered pursuant to each such 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.

IV. SERVICES BY STATE

The organization to be provided by STATE, and the estimated cost of services to be performed by said organization and all associated costs, pursuant to this agreement, set forth in Schedule(s) A, shall include the following:
A. All services, both year-long and seasonal, including: STATE equipment, personnel and buildings; the operation and maintenance of equipment provided by LOCAL AGENCY; supervision of volunteer or other local fire forces and all associated expenses borne directly by STATE to be reimbursed by LOCAL AGENCY.

B. Fire protection activities or services over and above those normally provided for STATE'S mission during the period designated "N", if any, on the attached Schedule(s) A will be provided at local agency expense during the nonfire season, a specific calendar period declared by the Director of Forestry and Fire Protection. STATE will provide at its own expense, essentially the same level of service during the remainder of the year.

C. In the case of services provided under Public Resources Code Section 4144, if any, a separate Schedule A, marked "A-4144" shall be used to show the cost apportionment in compliance with Section 4144 and the California Administrative Code, Title 14, Section 1250.

V. CHANGES IN LEVEL OF SERVICE OR LOCAL AGENCY APPROPRIATION

A. If LOCAL AGENCY requests a reduction in the number of personnel, by Civil Service Classification, assigned to the organization provided for in Schedule(s) A, excluding Schedule A-4144, LOCAL AGENCY shall be responsible for any relocation costs of State employees involved except:

1. A reduction in personnel requested or implemented due solely to an increase in the cost of salaries or expenses of STATE, or

2. Requests which will result in the reduction of personnel during the contract period identified in Section II, above, as follows:

   a. The first employee in any Civil Service Classification, and

   b. Additional employees in the same Civil Service Classification up to a total, including the one employee in (a), above, representing 10% (rounded to the nearest whole number) or less of all employees in such classification.

   c. Reductions in personnel which occur at or after the end of the contract period following the giving by LOCAL AGENCY of ninety (90) days advance notice of such reduction.

B. Claims for relocation expenses shall be at actual cost or STATE'S best estimate if claims are required in advance of actual costs.

C. To minimize the cost and disruptions associated with any reductions from immediately preceding budgeted levels of staffing, LOCAL AGENCY will use all good faith to give STATE at least ninety (90) days prior written notice of plans to reduce Schedule A personnel in any Civil Service Classification.
During such period of notice of reduction, STATE and LOCAL AGENCY will cooperate in taking advantage of vacancies which may otherwise occur, within acceptable limits, considering the level of service to be maintained, to minimize relocation and related expenses.

D. In the event an increase from any cause, in the cost of salaries or expenses should occur or become known, STATE shall, at the first available opportunity, advise LOCAL AGENCY if the increase in any category cannot be absorbed within the total appropriation or the total of any individual Schedule A without reducing services below the levels indicated in such Schedule(s) A. Within twenty (20) days of such advice, LOCAL AGENCY shall designate the adjustments in Schedule A which are to be made in order to bring service costs to or below the levels indicated in the effected Schedule(s) A. In the absence of such designation, STATE shall, in the exercise of its best professional judgement, reduce the services provided for in Schedule(s) A to permit continued operation within the limit of funds appropriated by LOCAL AGENCY and available for expenditure to support the organization established under each Schedule A.

E. In the event LOCAL AGENCY, during the term hereof desires to change its appropriation from the level stated herein, it may so advise STATE and, upon STATE'S concurrence, STATE shall, as soon as is practicable thereafter, adjust the level of services to accommodate the change requested by LOCAL AGENCY. STATE'S concurrence shall not be unreasonably withheld. An amendment to this Agreement shall be promptly processed to reflect such change(s).

VI. PAYMENT FOR SERVICES

A. STATE shall make claim 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 a claim 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 a claim filed with LOCAL AGENCY on or after the following February 1;

3. For actual services rendered by STATE during the period January 1 through March 31, by a claim filed with LOCAL AGENCY on or after April 15;

4. For the estimated cost of services during the period April 1 through June 30, by a claim filed in advance with LOCAL AGENCY on or after March 1; and

5. A final statement will be filed with LOCAL AGENCY within ninety (90) days of 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 therein 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.

B. The total of all claims presented by STATE for services provided under the terms of this agreement shall not exceed the sum(s) set forth in the attached Schedule(s) A or as said sum(s) may be changed by amendment hereto.

C. Claims will include the actual cost, or estimated costs as provided herein, of salaries and employee benefits, for those personnel employed in accordance with Schedule(s) 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 covering total costs, per specified position, to STATE for providing 24-hour fire protection coverage during the 'period covered' established in Schedule A.

D. Except when otherwise specifically agreed to in writing by the STATE and the LOCAL AGENCY, services provided and obligations incurred during the period of "holding-over" provided for in a previous agreement, or otherwise prior to the execution of this agreement, but after the beginning of the fiscal year to which this agreement applies, are accepted as services and obligations under the terms of this agreement.

E: Upon reasonable notice from LOCAL AGENCY, records and books of STATE relating to this agreement shall be made available for audit by LOCAL AGENCY at the office of the DIRECTOR.

F. All claims for payment to STATE from LOCAL AGENCY funds shall be filed with LOCAL AGENCY in the manner prescribed by LOCAL AGENCY.

VII. HOLDING-OVER

It is hereby understood and agreed that unless STATE, before the expiration of this agreement, receives a written notice from LOCAL AGENCY giving STATE at least ninety (90) days notice of LOCAL AGENCY's decision to terminate or not renew this agreement, then this agreement shall be automatically extended at the same level of service, at the level of expense applicable during the "hold-over" period, and otherwise on the same terms and conditions herein specified, so far as applicable, until the date on which a renewal agreement is fully executed, or the effective date of termination of this "hold-over" agreement following STATE's receipt of ninety (90) days prior written termination notice, whichever is sooner. The cost of services provided by STATE during any "hold-over" period in the following fiscal year shall be at the level of expense determined by STATE to be applicable during that following fiscal year and be paid by LOCAL AGENCY from funds other than those included in the attached Schedule(s) A.
VIII. INDEMNIFICATION

A. LOCAL AGENCY, to the extent permitted by law, agrees to indemnify, defend, and hold harmless STATE, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with activities pursuant to any provision of Schedules A and C attached hereto.

B. LOCAL AGENCY, to the extent permitted by law, further agrees to indemnify, defend, and hold harmless STATE, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with STATE'S performance, failure to perform, or omission of, any act, duty, or work contemplated within the scope of schedules A and C of this agreement, except those arising from the sole negligence or willful misconduct attributable to STATE or from acts not within the scope of duties to be performed pursuant to this agreement.

C. STATE, to the extent permitted by law, agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with activities confined to STATE'S organization outlined in Schedule B.

D. STATE, to the extent permitted by law, further agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from and against any and all claims and losses accruing or resulting to any and all persons, firms, or corporations for damage, injury or death arising out of or connected with STATE'S performance, failure to perform, or omission of any act, duty, or work contemplated as STATE'S responsibility under Schedule B above.

E. LOCAL AGENCY agrees to provide a certificate of self-insurance in a form acceptable to STATE if LOCAL AGENCY elects to be self-insured, in whole or in part, for any or all losses. Said certificate must be executed by a duly authorized officer of LOCAL AGENCY, and a true copy attached hereto as a part of this agreement. If commercially insured, a certificate of such coverage, executed by the insurer (or authorized representative), will be provided and attached hereto. Such commercial insurance will provide general liability of at least $500,000 combined single limit per occurrence. Neither a certificate of self-insurance nor evidence of commercial insurance shall be required for DISPATCH-ONLY agreements.

Said policy shall be provided at no cost to the STATE, and shall include the following provisions:

1. The State of California, Department of Forestry and Fire Protection and its officers, servants, and employees are included as additional insureds;
2. The insurer will not cancel said policy without providing thirty (30) days prior written notice to the STATE at the following address:

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

F. STATE is "self-insured" for all its activities contemplated under this agreement.

IX. WORKERS’ COMPENSATION

A. Workers’ Compensation and related benefits for those persons whose use or employment is contemplated herein will be provided in the manner prescribed by California Labor Code Section 3700. Such benefits will be included for regular employees and 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 and suppression. STATE is self-insured for Workers’ Compensation benefits for all its regular employees and for temporary employees enumerated above while preparing for or performing any required service in the pursuit of STATE’S primary mission.

B. The State Forest Officer administering the organization provided for in this agreement shall not use, dispatch or direct any such temporarily employed persons on responses or training which are deemed to be the responsibility of LOCAL AGENCY unless and until said officer is provided evidence that each such person is insured for Workers’ Compensation benefits pursuant to Labor Code Section 3700, at no cost to STATE. If LOCAL AGENCY is self-insured, evidence of Workers’ Compensation coverage will be provided in the same manner as required in Section VIII, Paragraph E. If commercially insured, a certificate of such coverage executed by the insurer will be provided and attached hereto. In the event STATE is held liable, in whole or in part, for the payment of any Workers’ Compensation claim or award arising from the injury or death of such temporarily employed person, LOCAL AGENCY agrees to indemnify STATE for the full amount of such liability.

X. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (HSC) Section 13009, STATE may bring an action for collection of suppression costs of any fire occurring on forest, range or nonresidential grasslands during the term of this agreement. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, on request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY in which case LOCAL AGENCY appoints and designates STATE as its
agent in said collection proceedings. In the event of recovery, STATE will 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 to the officer designated by LOCAL AGENCY, of the possible application of E&SC Section 13009.

XI. MUTUAL AID

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

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

XII. COSTS OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The costs 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 of the parties hereto.

XIII. PROPERTY ACCOUNTING

All personal property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services under the terms of this agreement shall be marked and accounted for by the State Forest Officer 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 property of each.

XIV. VEHICLES

A. STATE-owned vehicles (registered in the name of STATE), identified and listed in Schedule(s) A as part of the fire protection service provided in Schedule(s) A, hereunder, shall be operated and maintained in accordance with policies of STATE at rates listed in Schedule(s) A for the particular fiscal year.

B. LOCAL AGENCY-owned vehicles (registered in the name of LOCAL AGENCY) identified in Schedule A, shall be used and operated according to policies established by LOCAL AGENCY and furnished to the State Forest Officer, and maintained in accordance with policies of STATE at actual cost or at rates listed in Schedule(s) A for the particular fiscal year.
C. In the case of LOCAL AGENCY-owned vehicles provided by LOCAL AGENCY, for performance as contemplated hereunder, but not included in Schedule A:

1. STATE shall conform to policies of LOCAL AGENCY in operation, use, care and maintenance of said vehicles.

2. LOCAL AGENCY shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.

D. Except where LOCAL AGENCY would have no duty to indemnify STATE under Section VIII hereof, for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE, under the terms of this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. Such STATE employees operating LOCAL AGENCY-owned vehicles will 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 Section VIII hereof, a LOCAL AGENCY employee, under the supervision of the State Forest Officer, operating a STATE-owned motor vehicle as a part of his duties and in connection with fire protection service will be deemed an employee of STATE as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles.

XV. NOTICES

Notices which may be required or permitted under the terms of this agreement shall be considered to have been given upon receipt from the U. S. Postal Service of a "return receipt" showing acceptance by a representative of the "receiving" party of the notice which was posted "Certified - Return Receipt Requested."

Addresses for any such notices shall be:

For STATE:

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

And to the State Forest Officer:

California Department of Forestry & Fire Protection
Madera-Mariuposa-Merced Ranger Unit
5366 Highway 49 North
Mariposa, California 95338

For LOCAL AGENCY:

Board of Supervisors
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Any part of all of the address for notices may be changed at any time by the party making the change by sending or giving advice of such change to the other party at the appropriate address for notices.
XVI. ENTIRE CONTRACT

In the event STATE determines that it will no longer continue providing the fire protection and emergency services described in this agreement, then STATE shall provide written notice to LOCAL AGENCY. Such notice shall specify a termination date which shall be no sooner than twelve (12) months and no later than twenty-four (24) months following giving of notice. This date may be modified by mutual written consent of STATE and LOCAL AGENCY. The only exception to this notice requirement shall be for violation of Section VI.A.6. requiring LOCAL AGENCY payment for services within a specified period. Violation of this provision allows STATE to cancel this agreement no sooner than ninety (90) days following giving of such notice. STATE shall make every reasonable effort to affect an orderly transition to LOCAL AGENCY provision of fire protection and emergency services.

LOCAL AGENCY may terminate this agreement ninety (90) days after giving STATE written notice.

Any provision herein contained may be amended or modified upon mutual written consent of the parties hereto.

If contract is over $10,000, contracting parties shall, in accordance with Government Code §10532, be subject to examination and audit of the State Auditor General for a period of 3 years after final payment under the contract. Examination and audit shall be confined to those matters connected with performance of the contract including, but not limited to, cost of administering contract.

This agreement contains the whole contract between the parties. It cancels and supersedes any previous agreement for the same or similar services.

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

APPROVED, AND RECOMMENDED
FOR EXECUTION BY THE STATE:

REGION IV, DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By

Signature
James E. Owen

Printed Name
Chief

DEPARTMENT OF GENERAL SERVICES

By

LOCAL AGENCY

By

Signature
George P. Radanovich

Printed Name
Chairman, Board of Supervisors
Title

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By

Signature
William C. Taia

Printed Name
Deputy Director for Fire Protection
Title
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 Section VIII, Paragraph E.

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
Title

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKERS' 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 Section IX, Paragraph B.

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
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 vehicle, under the self-insurance provision provided in Section VIII, Paragraph E.

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
Title
COOPERATIVE FIRE PROTECTION  
MARIPOSA COUNTY  
SCHEDULE A - 4142  
FISCAL YEAR 1991/92  INDEX 4200  PCA 48000

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED 1 JULY 1991, BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND MARIPOSA COUNTY, A LOCAL AGENCY.

PERSONNEL SERVICES  
======================================  
COMMAND/SUPPORT  

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UNPLANNED OVERTIME CONTINGENCY  

TOTAL PERS. SERVICES  

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TOTAL OP. EXPENSE  

TOTAL PERSONAL SERVICES AND OPERATING EXPENSE  

ADMINISTRATIVE CHARGE  11.13%  

GRAND TOTAL SCHEDULE A  

$84,530  
$9,408  
$93,938
ESTIMATED
COOPERATIVE FIRE PROTECTION
MARIPOSA COUNTY
SCHEDULE A - 4142
FISCAL YEAR 1992/93  INDEX 4200  PCA 48000

THIS IS SCHEDULE A - 4142 OF THE COOPERATIVE AGREEMENT, DATED 1 JULY 1991, BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND MARIPOSA COUNTY, A LOCAL AGENCY.

PERSONNEL SERVICES

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</thead>
<tbody>
<tr>
<td>12</td>
<td>$2,290</td>
</tr>
<tr>
<td></td>
<td>$27,480</td>
</tr>
<tr>
<td></td>
<td>$10,629</td>
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<tr>
<td></td>
<td>$4,110</td>
</tr>
<tr>
<td></td>
<td>$38,109</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>O. A.</th>
<th>BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$2,125</td>
</tr>
<tr>
<td></td>
<td>$10,625</td>
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<tr>
<td></td>
<td>$4,110</td>
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<tr>
<td></td>
<td>$14,735</td>
</tr>
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</table>

TOTAL PERS. SERVICES $60,289

OPERATING EXPENSE

<table>
<thead>
<tr>
<th>TRAVEL</th>
<th>$430</th>
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</thead>
<tbody>
<tr>
<td>UTILITIES(AMBULANCE HOUSING)</td>
<td>$6,000</td>
</tr>
<tr>
<td>UTILITIES(ECC) 7 mos. at $50 per mo.</td>
<td>$350</td>
</tr>
<tr>
<td>UNIFORMS 1 FULL-TIME WEARERS</td>
<td>$405</td>
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</tbody>
</table>

TOTAL OP. EXPENSE $7,185

TOTAL PERSONAL SERVICES AND OPERATING EXPENSE $67,474

ADMINISTRATIVE CHARGE 11.13% $7,510

GRAND TOTAL SCHEDULE A $74,984
**SCHEDULE-"B"**

This is the Schedule-"B" of the Cooperative Agreement, dated July 1, 1991, by and between the Department of Forestry and Fire Protection of the State of California and the County of Mariposa, a LOCAL AGENCY.

---

**MADERA/MARIPOSA/MERCED RANGER UNIT**

**ADMINISTRATION**

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Forest Ranger Chief (Ranger Unit Chief)</td>
<td>1 ea</td>
</tr>
<tr>
<td>State Forest Ranger II (Administrator)</td>
<td>1 ea</td>
</tr>
<tr>
<td>State Forest Ranger II (Camp)</td>
<td>1 ea</td>
</tr>
<tr>
<td>State Forest Ranger II (Division)</td>
<td>2 ea</td>
</tr>
<tr>
<td>Forester II (Resource Management)</td>
<td>1 ea</td>
</tr>
<tr>
<td>State Forest Ranger I (Communications)</td>
<td>1 ea</td>
</tr>
<tr>
<td>Fire Prevention Officer I (Law Enforcement)</td>
<td>1 ea</td>
</tr>
<tr>
<td>Fire Captain (Dispatcher)</td>
<td>3 ea</td>
</tr>
<tr>
<td>Forestry Equipment Manager (Fleet Maintenance)</td>
<td>1 ea</td>
</tr>
<tr>
<td>Forestry Logistics Officer I (Service Center)</td>
<td>1 ea</td>
</tr>
<tr>
<td>Clerical (Personnel &amp; Finance)</td>
<td>3.5 ea</td>
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</table>

**FIRE CONTROL/OPERATIONS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Forest Ranger I (Battalion Chief)</td>
<td>4.5 ea</td>
</tr>
<tr>
<td>Fire Captain (Fire Station)</td>
<td>24 ea</td>
</tr>
<tr>
<td>Fire Captain (Fire Station) - Seasonal</td>
<td>5 ea</td>
</tr>
<tr>
<td>Fire Captain (Camp)</td>
<td>10 ea</td>
</tr>
<tr>
<td>Fire Apparatus Engineer</td>
<td>12 ea</td>
</tr>
<tr>
<td>Fire Apparatus Engineer - Seasonal</td>
<td>7 ea</td>
</tr>
<tr>
<td>Heavy Fire Equipment Operators</td>
<td>8 ea</td>
</tr>
<tr>
<td>Fire Fighters - Seasonal</td>
<td>63 ea</td>
</tr>
<tr>
<td>Fire Lookouts - Seasonal</td>
<td>8 ea</td>
</tr>
</tbody>
</table>

**FACILITIES**

**Fire Stations:**

- Raymond
- Ahwahnee
- Los Banos
- Hornitos

**Lookouts:**

- Deadwood
- Williams Peak
- Basalt
- Penon Blanco

**Camp:**

- Mount Bullion

**ESTIMATE FY-91/92 BUDGET:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td>$3,748,676</td>
</tr>
<tr>
<td>Operating &amp; Equipment</td>
<td>$451,492</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,200,168</strong></td>
</tr>
</tbody>
</table>
SCHEDULE C

This is Schedule C of Cooperative Agreement, dated July 1, 1991, by and between the Department of Forestry and Fire Protection of the State of California and the County of Mariposa, a LOCAL AGENCY.

**SALARIES AND BENEFITS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Emergency Services Coordinator</td>
<td>$23,331</td>
</tr>
<tr>
<td>Training Officer/Assistant</td>
<td>15,000</td>
</tr>
<tr>
<td>Sr. Office Assistant</td>
<td>17,388</td>
</tr>
<tr>
<td>Extra Help</td>
<td>2,593</td>
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<tr>
<td>Equipment Mechanic</td>
<td>22,350</td>
</tr>
<tr>
<td>Benefits</td>
<td>28,797</td>
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</table>

**SERVICE AND SUPPLIES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing &amp; Supplies</td>
<td>660</td>
</tr>
<tr>
<td>Communications</td>
<td>4,500</td>
</tr>
<tr>
<td>Maintenance of Equipment</td>
<td>3,000</td>
</tr>
<tr>
<td>Radio Maintenance</td>
<td>3,500</td>
</tr>
<tr>
<td>Office Expense</td>
<td>1,300</td>
</tr>
<tr>
<td>PS/Contract</td>
<td>119,272</td>
</tr>
<tr>
<td>NPS/Contract</td>
<td>18,000</td>
</tr>
<tr>
<td>Training</td>
<td>3,000</td>
</tr>
<tr>
<td>FF Supplies</td>
<td>2,500</td>
</tr>
<tr>
<td>Safety Clothing</td>
<td>6,000</td>
</tr>
<tr>
<td>Don Pedro Contract</td>
<td>2,000</td>
</tr>
<tr>
<td>Travel</td>
<td>1,500</td>
</tr>
<tr>
<td>Equipment Maint. Large</td>
<td>25,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>10,000</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Pagers</td>
<td>3,000</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>30,000</td>
</tr>
<tr>
<td>FF Supplies</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$352,691</strong></td>
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</tbody>
</table>
STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY

AGREEMENT FOR USE OF RADIO FREQUENCIES

THIS AGREEMENT, entered into this ___1__st day of __July__, 1991___ by and
between the STATE OF CALIFORNIA, acting by and through its duly appointed,
qualified and acting Director of the Department of Forestry, hereinafter called
the "STATE", and ______Mariposa County___________, acting by and through
its duly appointed, qualified, and acting officers, hereinafter
called______COUNTY______.

WITNESSETH:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. ______COUNTY________________ agrees to acquire at its own
expense radio communications equipment meeting specifications established by
STATE to operate on the following frequencies:

TRANSMIT: _____Madera - Mariposa Local Net___159.390___(see appendix)__________

RECEIVE: _____Madera - Mariposa Local Net___151.460________(see appendix)

Number of radios by type using authorized frequencies:

Base Station____0____ Mobile____33____ Handle Talkie___14_____

and to operate and maintain such equipment as provided in paragraph 2 and 3
following.

2. The equipment referred to in paragraph 1 shall be and remain the
property of ______COUNTY___________, but STATE shall be the licensee thereof
pursuant to Federal Communications Commission for construction permits and
licenses or for authority to add to or modify station licenses shall be made by
and in name of the STATE.

3. STATE hereby authorizes ________COUNTY____________ to operate
said equipment by___volunteer firefighter_________employees for test purposes,
system reliability checks, and operational use.

4. ______COUNTY________________ agrees to operate and maintain said
equipment in accordance with rules and regulations of the Federal Communications
Commission and operating procedures established by STATE, including performance
(without cost to STATE of an annual frequency deviation check. In the event of
any violation by ______COUNTY____________ of such rules and regulations
or of any other law respecting the operation of said equipment, STATE may
terminate this agreement at any time.
5. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that _______COUNTY____________________ is to have the actual operating control of said equipment, _______COUNTY____________________ agrees to indemnify STATE and its officers and employees against any and all liability arising out of the performance of this agreement which may be imposed on STATE by any law, including Section 895.2 of the Government Code.

6. The term of this agreement commences immediately and shall be concurrent with that of the Federal Communications Commission license to be issued to STATE in respect of said equipment, subject to termination by either party hereto upon seven (7) days written notice to the other.

7. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, and addressed as follows: DIRECTOR OF FORESTRY, 1416 Ninth Street, Room 1540, Sacramento, California 95814, and to _______MARIPOSA COUNTY, Post Office Box 784, Mariposa, California___________________________. The address to which notices shall be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

8. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed, in duplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
Department of Forestry

MARIPOSA COUNTY____________________
Applicant

BY: ________________________________
DEPUTY DIRECTOR FOR FIRE PROTECTION

BY: ________________________________
GEORGE P. RADANOVICH
Chairman, Board of Supervisors

BY: ________________________________
GARY GILBERT
Ranger Unit Chief
Madera-Mariposa-Merced
Ranger Unit
## APPENDIX "A"

### AUTHORIZED FREQUENCIES

**TRANSMIT:**
- 159.390 Local Net
- 159.300 CDF 1
- 159.330 CDF 2
- 151.340 CDF Tac 7
- 151.370 CDF Tac 8
- 151.400 CDF Tac 10

**RECEIVE:**
- 151.460 Local Net
- 151.355 CDF 1
- 151.265 CDF 2
- 151.340 CDF Tac 7
- 151.370 CDF Tac 8
- 151.400 CDF Tac 10
DISPATCH SERVICES

A. Dispatch services for Mariposa County will be provided for with a three year agreement (PRC 4142) for fiscal year 1991 through 1994. Notice is given that within three years, the Mariposa County Fire Department must have its own radio frequency, and if CDF is contracted to continue the dispatching, cost of equipment, installation and maintenance necessary for CDF to dispatch on County frequency from the CDF console would be the responsibility of Mariposa County.

B. The objective is to provide:

1. Prompt and continuous receipt of reports of emergencies
2. Initiate a prompt response to those emergencies through the use of the Mariposa ECC
3. A system of continuous communications between operation units assigned to emergencies and the ECC, and also among units assigned to control the emergency
4. A system for contracting volunteer personnel

C. Radio use of CDF's frequency will be under the control of CDF. The local government (Mariposa County) will be authorized to use the CDF frequencies for fires and other emergencies only. County administrative traffic would be on a separate County frequency.

D. The specifications for radios purchased by Mariposa County to be operated on CDF's frequencies must equal or exceed CDF specifications. Maintenance of the radios will be the responsibility of the County, and will be performed in compliance with FCC regulations and rules.

GARY GILBERT       DATE
Ranger Unit Chief
Madera-Maripsoa-Merced

GEORGE P. RADANOVICH DATE
Chairman, Board of
Supervisors
A COOPERATIVE AGREEMENT

TO PROVIDE SEASONAL FIRE PROTECTION SERVICES

(Amador Plan)

LOCAL AGENCY County of Mariposa

THIS AGREEMENT, as authorized by Sections 4143 and 4144 of the California Public Resources Code, is made and entered into this ___ day of ___ , 19__, by and between the State of California acting through its Director of the Department of Forestry and Fire Protection, hereinafter called Director and/or STATE, and County of Mariposa, a Local Agency existing under the laws of the State of California, through its duly authorized officers, hereinafter called LOCAL AGENCY. LOCAL AGENCY and STATE agree as follows:

I. PURPOSE

Under the requirements of Section 4114 of the California Public Resources Code, and any other pertinent provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and buildings required to prevent and extinguish forest fires during the fire season declared by the Director. Fire season generally occurs during the spring, summer, and fall months.

The purpose of this agreement is to arrange for STATE to provide LOCAL AGENCY with winter season fire protection services. Such arrangement will be advantageous to LOCAL AGENCY in that it will provide for the assignment and use of requested State employees, equipment, buildings, and local "volunteers" to protect lives, property, and natural resources from damage by fire during the nonfire or "winter" season.

II. PAYMENT FOR SERVICES

A. LOCAL AGENCY will pay to STATE for the furnishing of fire protection services pursuant to this agreement for the period July 1, 19__, through June 30, 19__, within the area of responsibility of LOCAL AGENCY, an amount not to exceed that set forth in each Schedule A-4144, incorporated herein or by amendment for the services to be rendered pursuant to each such schedule for each fiscal year.

STATE shall make a claim for the actual cost of the services to be rendered at intervals convenient to STATE or otherwise as shown on Schedule A-4144. All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of such claim.

B. Any changes in the salaries or expenses of the organization set forth in Schedule A-4144 made necessary by action of the Legislature or any other public agency with authority to direct changes in the levels of salaries
or expenses, shall be paid from funds represented therein if said funds are sufficient. If funds are not sufficient for any such change which is effective during the term hereof, STATE shall, at the first opportunity, notify the LOCAL AGENCY if the increase cannot be absorbed within the total of Schedule A-4144 without reducing services below the levels indicated in such Schedule A-4144. Within 20 days of receiving notice, LOCAL AGENCY shall either request an amendment hereto to increase funds available for the services contemplated herein or designate the adjustments in Schedule A-4144 which are to be made in order to bring service costs to or below the total indicated in Schedule A-4144. In the absence of such increase in funds or request for adjustments in service, STATE shall, in the exercise of its best professional judgement, reduce said services and promptly advise LOCAL AGENCY of the specific services to be reduced.

III. ADMINISTRATION

This agreement will be administered in accordance with the requirements of California Public Resources Code Section 4143 and 4144, Title 14 of the California Administrative Code, and any other applicable laws or regulations.

The Director will select and employ a State Forest Officer who shall, have charge of the organization described in the attached Schedule(s).

A single State employee responding on a fire engine does not provide an acceptable, safe, or effective level of fire suppression. It is STATE policy that at least two fully trained firefighting personnel will be available per engine at any incident. Under almost all circumstances, the second person must arrive at the incident either on the engine or within three minutes of its arrival. The LOCAL AGENCY may meet this standard using one of the following methods:

A. Directly provide other trained firefighting personnel through Schedule C of this agreement;

B. Pay STATE to secure the use of other non-State employees as firefighting personnel through Schedule A-4144, Schedule C, or arrangements with other fire protection organizations.

IV. WORKERS' COMPENSATION BENEFITS

State employees whose use or employment is contemplated herein are provided Workers' Compensation benefits by the STATE at a cost included in the staff benefit rates shown in Schedule A-4144.

All local persons temporarily used or directed, including volunteers, firefighters, paid-call firefighters, and all other non-state employees, who are training for or performing any work or service hereunder are not considered State employees. The State Forest Officer administering the organization and services provided for in this agreement shall not use, dispatch, or direct any such persons on any fire protection related activity unless said officer is provided evidence that each such person is provided Workers' Compensation benefits.
pursuant to California Labor Code Section 3700, at no cost to the STATE. If the LOCAL AGENCY is providing this coverage and is self-insured in this respect, then evidence of such coverage shall be provided in the form attached hereto. In the event STATE is held liable, in whole or in part, for the payment of any Workers' Compensation claim or award arising from injury or death of any local person providing any service hereunder, LOCAL AGENCY agrees to indemnify STATE for the full amount of such liability, regardless of the fiscal year in which the liability becomes known, unless the award was based on sole negligence as between the parties or willful misconduct of the STATE.

V. INSURANCE

The LOCAL AGENCY shall be insured against liability for any torts arising out of or occurring in the performance of this agreement, except in the case of DISPATCH-ONLY service agreements, no insurance will be required.

The LOCAL AGENCY agrees to provide a certificate of self-insurance in a form acceptable to the STATE if the LOCAL AGENCY elects to be self-insured, in whole or in part, for any or all losses. Said certificate shall be executed by a duly authorized officer of the LOCAL AGENCY, and a true copy shall be attached to this agreement. If commercially insured, a certificate of such coverage executed by the insurer (or authorized representative), will be attached to this agreement. Such commercial insurance will provide general liability covering bodily liability and property damage of at least $500,000 combined single limit per occurrence.

Said policy shall be provided at no cost to the STATE, and shall include the following provisions:

A. The State of California, Department of Forestry and Fire Protection and its officers, servants, and employees are included as additional insureds;

B. The insurer will not cancel said policy without providing thirty (30) days prior written notice to the STATE at the following address:

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

The STATE is self-insured for all its activities contemplated under this agreement.

VI. INDEMNIFICATION

LOCAL AGENCY agrees to indemnify, defend, and save harmless STATE, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with STATE'S performance, failure to perform, or omission of any act, duty, or work contemplated within the scope of Schedules A-4144 and
Schedule C of this Agreement, except those arising from sole negligence as between the parties or willful misconduct of STATE or from acts not within the scope of duties to be performed pursuant to this agreement.

VII. HOLDING OVER

It is hereby understood and agreed that unless STATE, before the expiration of this agreement, receives written notice from LOCAL AGENCY giving STATE notice of LOCAL AGENCY’S decision to terminate or not renew this agreement, then this agreement shall be automatically extended at the same level of service, at the level of expense applicable during the "hold-over" period, and otherwise on the same terms and conditions herein specified, until the date on which a renewal agreement is fully executed, or the effective date of termination of this "hold-over" agreement, whichever is sooner. The cost of services provided by STATE during any "hold-over" period in any following fiscal year shall be at the level of expense determined by STATE to be applicable during that following fiscal year and be paid by LOCAL AGENCY from funds other than those included in the attached Schedule A-4144.

VIII. ENTIRE CONTRACT

If contract is over $10,000, contracting parties shall, in accordance with Government Code §10532, be subject to examination and audit of the State Auditor General for a period of 3 years after final payment under the contract. Examination and audit shall be confined to those matters connected with performance of the contract including, but not limited to, cost of administering contract.

This agreement contains the whole contract between the parties. It may be terminated at any time, or any provision herein contained may be amended or modified upon the mutual written consent of the parties hereto.

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

APPROVED AND RECOMMENDED FOR EXECUTION BY THE STATE:

LOCAL AGENCY:

REGION IV, DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By: _______________
Signature: _______________
Printed Name: James E. Owen
Title: Chief

DEPARTMENT OF GENERAL SERVICES

By: _______________
Signature: _______________
Printed Name: WILLIAM C. TEIE
Title: DEPUTY DIRECTOR FOR FIRE PROTECTION

A-44 (Rev. 8/89) 4 7540-120-0506
COOPERATIVE FIRE PROTECTION
MARIPOSA COUNTY AMADOR PLAN
SCHEDULE A - 4144
FISCAL YEAR 1991/92 INDEX 4200 PCA 48000

THIS IS SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED 1 JULY 1991, BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND MARIPOSA COUNTY, A LOCAL AGENCY.

PERSONNEL SERVICES

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>CLASS</th>
<th>PERIOD</th>
<th>MOS.</th>
<th>RATE</th>
<th>TOTAL SALARY</th>
<th>BENEFITS 17.39%</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAPTAIN</td>
<td>11/1-5/31</td>
<td>7</td>
<td>$453</td>
<td>$3,171</td>
<td>$551</td>
<td>$3,722</td>
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<tr>
<td>2</td>
<td>ENGINEER</td>
<td>11/1-5/31</td>
<td>14</td>
<td>$394</td>
<td>$5,516</td>
<td>$959</td>
<td>$6,475</td>
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<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>COMMAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SFR I</td>
<td>11/1-5/31</td>
<td>14</td>
<td>$656</td>
<td>$9,184</td>
<td>$1,597</td>
<td>$10,781</td>
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</tbody>
</table>

TOTAL PERS. SERVICES $20,978

OPERATING EXPENSE

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TYPE</th>
<th>MILES/MOS.</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Pickup</td>
<td>6000 miles</td>
<td>$0.20</td>
<td>$1,200</td>
</tr>
<tr>
<td>1</td>
<td>Engine</td>
<td>7 mos.</td>
<td>$349</td>
<td>$2,443</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mariposa</td>
<td>7 mos.</td>
<td>$50</td>
<td>$350</td>
</tr>
</tbody>
</table>

COMMUNICATIONS

| Radio Repair Tech Time | 21 mos. | $25 | $525 |

TOTAL OP. EXPENSE $4,518

TOTAL PERSONAL SERVICES AND OPERATING EXPENSE $25,496

ADMINISTRATIVE CHARGE 11.13% $2,838

GRAND TOTAL SCHEDULE A $28,334
ESTIMATED

COOPERATIVE FIRE PROTECTION
MARIPOSA COUNTY AMADOR PLAN
SCHEDULE A - 4144
FISCAL YEAR 1992/93  INDEX 4200  PCA 48000

THIS IS SCHEDULE A - 4144 OF THE COOPERATIVE AGREEMENT, DATED 1 JULY 1991, BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND MARIPOSA COUNTY, A LOCAL AGENCY.

PERSONNEL SERVICES

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>CLASS</th>
<th>PERIOD</th>
<th>MOS.</th>
<th>RATE</th>
<th>TOTAL SALARY</th>
<th>BENEFITS 17.39%</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>7</td>
<td>$453</td>
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<td>$551</td>
<td>$3,722</td>
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<tr>
<td>2</td>
<td>ENGINEER</td>
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<td>14</td>
<td>$394</td>
<td>$5,516</td>
<td>$959</td>
<td>$6,475</td>
</tr>
</tbody>
</table>

COMMAND

|        | SFR I  | 11/1-5/31 | 14 | $656 | $9,184 | $1,597 | $10,781 |

TOTAL PERS. SERVICES

$20,978

OPERATING EXPENSE

VEHICLES - STATED OWNED

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TYPE</th>
<th>MILES/MOS.</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Pickup</td>
<td>6000 miles</td>
<td>$0.20</td>
<td>$1,200</td>
</tr>
<tr>
<td>1</td>
<td>Engine</td>
<td>7 mos.</td>
<td>$349</td>
<td>$2,443</td>
</tr>
</tbody>
</table>

UTILITIES

Mariposa 7 mos. $50 $350

COMMUNICATIONS

Radio Repair Tech Time 21 mos. $25 $525

TOTAL OP. EXPENSE

$4,518

TOTAL PERSONAL SERVICES AND OPERATING EXPENSE ADMINISTRATIVE CHARGE 11.13%

GRAND TOTAL SCHEDULE A

$28,334
SCHEDULE—"B"

This is the Schedule—"B" of the Cooperative Agreement, dated July 1, 1991, by and between the Department of Forestry and Fire Protection of the State of California and the County of Mariposa, a LOCAL AGENCY.

MADERA/MARIPOSA/MERCED RANGER UNIT

ADMINISTRATION

State Forest Ranger Chief (Ranger Unit Chief) 1 ea
State Forest Ranger II (Administrator) 1 ea
State Forest Ranger II (Camp) 1 ea
State Forest Ranger II (Division) 2 ea
Forester II (Resource Management) 1 ea
State Forest Ranger I (Communications) 1 ea
Fire Prevention Officer I (Law Enforcement) 1 ea
Fire Captain (Dispatcher) 3 ea
Forestry Equipment Manager (Fleet Maintenance) 1 ea
Forestry Logistics Officer I (Service Center) 1 ea
Clerical (Personnel & Finance) 3.5 ea

FIRE CONTROL/OPERATIONS

State Forest Ranger I (Battalion Chief) 4.5 ea
Fire Captain (Fire Station) 24 ea
Fire Captain (Fire Station) - Seasonal 5 ea
Fire Captain (Camp) 10 ea
Fire Apparatus Engineer 12 ea
Fire Apparatus Engineer - Seasonal 7 ea
Heavy Fire Equipment Operators 8 ea
Fire Fighters - Seasonal 63 ea
Fire Lookouts - Seasonal 8 ea

FACILITIES

Fire Stations:
Raymond Coarsegold Rancheria
Ahwahnee Usana Catheys Valley
Los Banos Batterson Coulterville
Hornitos

Lookouts:
Deadwood Williams Peak Penon Blanco
Basalt

Camp:
Mount Bullion

ESTIMATE FY-91/92 BUDGET:

Salaries & Wages $3,748,676
Operating & Equipment $451,492
Total: $4,200,168
SCHEDULE C

This is Schedule C of Cooperative Agreement, dated July 1, 1991, by and between the Department of Forestry and Fire Protection of the State of California and the County of Mariposa, a LOCAL AGENCY.

**SALARIES AND BENEFITS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Emergency Services Coordinator</td>
<td>$23,331</td>
</tr>
<tr>
<td>Training Officer/Assistant</td>
<td>15,000</td>
</tr>
<tr>
<td>Sr. Office Assistant</td>
<td>17,388</td>
</tr>
<tr>
<td>Extra Help</td>
<td>2,593</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>22,350</td>
</tr>
<tr>
<td>Benefits</td>
<td>28,797</td>
</tr>
</tbody>
</table>

**SERVICE AND SUPPLIES**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing &amp; Supplies</td>
<td>660</td>
</tr>
<tr>
<td>Communications</td>
<td>4,500</td>
</tr>
<tr>
<td>Maintenance of Equipment</td>
<td>3,000</td>
</tr>
<tr>
<td>Radio Maintenance</td>
<td>3,500</td>
</tr>
<tr>
<td>Office Expense</td>
<td>1,300</td>
</tr>
<tr>
<td>PS/Contract</td>
<td>119,272</td>
</tr>
<tr>
<td>NPS/Contract</td>
<td>18,000</td>
</tr>
<tr>
<td>Training</td>
<td>3,000</td>
</tr>
<tr>
<td>FF Supplies</td>
<td>2,500</td>
</tr>
<tr>
<td>Safety Clothing</td>
<td>6,000</td>
</tr>
<tr>
<td>Don Pedro Contract</td>
<td>2,000</td>
</tr>
<tr>
<td>Travel</td>
<td>1,500</td>
</tr>
<tr>
<td>Equipment Maint. Large</td>
<td>25,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>10,000</td>
</tr>
<tr>
<td>Item</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Pagers</td>
<td>3,000</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>30,000</td>
</tr>
<tr>
<td>FF Supplies</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$352,691</strong></td>
</tr>
</tbody>
</table>
SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
TORT LIABILITY

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

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
Title

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKERS' COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicle, under the self-insurance provision provided in Section V.

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
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 the local agency-owned vehicle.

County of Mariposa
LOCAL AGENCY
By

Signature
George P. Radanovich
Printed Name
Chairman, Board of Supervisors
Title
VOLUNTEERS AND/OR PAID-CALL FIRE FIGHTERS

All volunteer or paid-call fire fighters operating under the direction of State personnel must do the following:

Be certified by the Ranger Unit Chief/County Fire Warden or County Fire Coordinator.

Attend required training exercises.

Be in good physical condition according to criteria developed by the County Health Officer.

Be protected by worker's compensation insurance which meets State standards (insurance to be provided by local government or private property).

APPARATUS OPERATOR

Whenever a fire fighter from a volunteer fire organization is used as an apparatus operator, the operator must be certified as meeting the following qualifications:

Must possess the proper class of driver's license and/or certificate(s) depending upon the size and type of fire apparatus to be operated.

Must have completed a defensive driver course and/or emergency vehicle operator's course, or equivalent, within the past four years.

Must demonstrate proficiency in operating and driving fire engines and other apparatus in a test administered by a qualified employee.

SAFETY

A safety program must be established to ensure reasonable protection for the life and physical well-being of all employees and volunteers. This safety program will include at least the following elements:

As provided by CAL-OSHA standards, approved self-contained breathing apparatus will be provided for fire fighters when they may expect exposure to dangerous concentrations of smoke and gasses or other toxic materials.
Personal protective equipment will be provided for all fire fighting personnel in accordance with CAL-OSHA standards.

Sufficient and proper safety clothing and equipment must be available at all times for fire fighting personnel.

DECLARATION OF WAIVER OF RESPONSIBILITY

Except as may be provided by separate agreement between the parties hereto, the County of Mariposa shall not hold the California Department of Forestry and Fire Protection responsible for any use of materials, damage to equipment or liability incurred which may occur in the course of rendering fire fighting assistance under the terms of the agreement.

GARY GILBERT          DATE
Ranger Unit Chief
Madera-Mariposa-Merced Ranger Unit

GEORGE P. RADANOVICH DATE
Chairman, Board of Supervisors