RESOLUTION - ACTION REQUESTED 2018-161

MEETING: April 10, 2018

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: County Fire Protection Agreement for the Tenaya Cabins Project

RECOMMENDATION AND JUSTIFICATION:
Approve the County Fire Protection Agreement for the Tenaya Cabins Project with DNC Parks & Resorts at Tenaya, Inc; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Tenaya Cabins project is required to enter into a written agreement satisfying the requirements of County Fire for fire protection as part of the project conditions of approval (Condition of Approval No. 23) and Environmental Impact Report (EIR) mitigation measures for General Plan/Specific Plan Zoning Amendment (GP/SPZA) No. 2014-163, Land Division Application (LDA) No. 2014-165 and Conditional Use Permit (CUP) No. 2014-164.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2015-300, June 23, 2015: Contract for services with Ascent for the preparation of the EIR and an agreement to pay for services with Delaware North.

Resolution 2015-425, September 1, 2015: 1st amendment to the contract with Ascent and the 1st amendment to the agreement with Delaware North.

Resolution 2016-371, July 12, 2016: 2nd amendment to the contract with Ascent.

Resolution 2016-648, December 13, 2016: 3rd amendment to the contract with Ascent.

Resolution 2017-215, April 18, 2017: 4th amendment to the contract with Ascent and second amendment to the agreement with Delaware North.

Resolution 2017-434, June 27, 2017: approval of the project, certification of the Final Environmental Impact Report (FEIR), and introduction of the ordinance.

Resolution 2018-82, February 27, 2018; approval and authorization of Board Chair signature of the faithful performance bond (restoration surety) and covenant
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agreement for the Tenaya Cabins Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Approve a modified agreement. Negative action would result in no agreement and non-compliance with the applicable conditions and mitigation measures.

FINANCIAL IMPACT:
none

ATTACHMENTS:
2018-04-04 FINAL TC Fire Agreement 2 (DOCX)
Exhibit A Emergency Incident Listing (PDF)
Exhibit B Training Policy (PDF)
Exhibit C Cal OES Local Govt. F&E Rate Letter (PDF)
Exhibit D PPE Inventory Sheet (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
COUNTY FIRE PROTECTION AGREEMENT FOR
THE TENAYA CABINS PROJECT

THIS COUNTY FIRE PROTECTION AGREEMENT ("Agreement") dated [insert date], 2018
for reference purposes only, is by and between DNC Parks & Resorts at Tenaya, Inc. a Delaware
Corporation ("Owner") and the County of Mariposa, California ("County") and is made on the
basis of the following facts, intentions and understandings:

A. Owner is developing a resort project within the Fish Camp community, in the
County of Mariposa, California commonly known as the Tenaya Cabins Project (the "Project").

B. The Project has received Mariposa County Board of Supervisors (the "Board")
Certification of the Environmental Impact Report ("EIR") by Board Resolution No. 2017-434
(the "Board Resolution"), to which were attached the Mitigation Measures approved under
Board Resolution (the "Mitigation Measures").

C. The Board approved General Plan/Specific Plan Zoning Amendment GP/SPZA
2014-163 (GP/SPZA), Conditional Use Permit No. 2014-164 ("CUP") and Land Division
Application LDA No. 2014-165 ("LDA") by Resolution No. 2017-434. The Board Resolution
included Conditions of Approval numbered 1 – 108 (each a "Condition" and together the
"Conditions").

D. Condition No. 23 states:

Prior to the issuance of any building or grading permits, the County Fire Chief shall provide
the Planning Director with a letter certifying that the permit holder has entered into a written
agreement satisfying the requirements of the County Fire Department for fire protection and
demonstrates compliance with EIR mitigation Measure 4.13-3. The County Fire Chief shall
provide a copy of the written agreement with the certification letter. The agreement shall, at a
minimum, enumerate each mitigation measure identified in the Environmental Impact Report for
fire protection and shall affirmatively state the measure’s inclusion in the agreement or
alternatives accomplishing the same objective as required by the mitigation measure that are
incorporated into the agreement.

It is the intent of the parties for this Agreement to satisfy the written agreement requirements of
Condition No. 23.

E. Owner and County now desire to enter into this Agreement regarding the manner
in which Condition No. 24 below will be satisfied.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the promises
and covenants of the parties set forth below, Owner and County (individually a "Party" and
together the "Parties") agree as follows:
1. **Mitigation Measure 4.13-3 (Condition No. 24)**

Mitigation Measure 4.13-3 and Condition No. 24 provide:

**Mitigation Measure 4.13-3: Provide supplementary fire protection staff and equipment.** Prior to operation of the Tenaya Cabins Project, Delaware North (DN) shall provide a minimum of two trained and certified emergency staff on premises or in the Fish Camp community and available to respond to emergencies at all times. The supplementary staff would be trained to meet Mariposa County Fire Department Volunteer Fire Service standards. Staffing may be provided by Tenaya Lodge employees who have completed the required training.

DN shall provide personal protection equipment (PPE) and positive communication equipment for all firefighting and emergency service personnel provided by DN. PPE and communication equipment shall be stored in a central, secure location. Communication systems shall permit uninterrupted contact between all firefighters at all times and at all locations on or within the Project. In addition, there shall be positive communication at all times between a fire officer and recognized Emergency Command Center (ECC). All equipment required shall be approved by and become property of Mariposa County and maintained per manufacturer and National Fire Protection Association (NFPA) standards by DN.

DN and Mariposa County shall negotiate a mutually-agreeable project contribution to support the Mariposa County Fire Department apparatus inventory. This shall be included as a condition of permitting for the project.

The above requirements, or equivalent as approved by the Mariposa County Fire Department, shall be included in a fully executed agreement between the Fire Department and DN prior to the issuance of grading or building permit for the project.

2. **Emergency Incidents**

For purposes of this Agreement, an Emergency Incident is defined as any emergency event occurring at the Project involving County Fire dispatches for Priority 1 and 2 Medical Events, Public Service Assists and any Fire Emergency, as further defined in Exhibit A.

3. **Staffing and Training**

a. Prior to the initial use or occupancy of the Project, Owner shall provide a minimum of two (2) on call trained and certified emergency staff (also referred to as “supplementary fire protection staff”) located within the Project or in the Fish Camp community, as defined by the Fish Camp Town Plan, at all times (individually a “**Responder**” and together the “**Responders**”). Responders may be employees of Owner.
b. Responders shall all be trained as specified by the Mariposa County Fire Department Volunteer Fire Service Standards for a Firefighter I as amended from time to time. The current standards are established by the “Mariposa County Fire Department Policy & Procedures Training Policy, Policy Number VTP-1” dated February 6, 2015, attached as Exhibit B. Ongoing training and certification shall be as specified in the Volunteer Fire Service Standards; however, none of the Responders will be required to be a Driver/Operator under the Standards. Owner shall be responsible for ensuring that the Responders have the required training and certification at its sole expense, or the Responders may attend training offered through County Fire.

c. Responders shall respond to all dispatched Emergency Incidents at the Project. Responders shall be capable of responding to emergencies per NFPA 1710.

d. Owner shall designate an employee (“Safety Manager”), who may also be a Responder, as the point of contact for compliance with this Agreement. The Safety Manager shall be the Owner’s representative for ongoing compliance with this Agreement.

e. The Safety Manager or designee will be responsible for daily morning radio check-in with the Emergency Command Center (“ECC”). The Safety Manager or designee shall be responsible for maintaining all work attendance records, radio logs, call outs and training records. All assigned schedules, call out logs, work attendance and training records shall be maintained and available to the County Fire Chief and/or designee for a minimum of three (3) years.

f. As part of the daily morning radio check, the Safety Manager or designee shall advise the ECC as to Owner’s staffing levels over the following 24 hours. In the event that Owner is unable to fulfill its obligation to meet the “two at all times” requirement to respond to Emergency Incidents, County Fire shall have the option of staffing the Fish Camp station for the period of time during which Owner is not in compliance with the required staffing levels.

g. At any time at which Owner anticipates or learns that it will be unable to fulfill the “two at all times” requirement to respond to Emergency Incidents, the Safety Manager or designee shall provide notice by telephone to the ECC and advise the ECC of the anticipated gap in coverage. County Fire shall have the option of staffing the Fish Camp fire station for the period of time during which Owner is not in compliance with the required staffing levels.
h. For purposes of paragraphs (f) and (g) above, County Fire shall have the option of invoicing Owner for the costs of providing the replacement staffing. Upon invoicing detailing the staffing and charge-out rate, Owner shall reimburse County within thirty (30) calendar days. County Fire agrees to dispatch County Fire Volunteers, however if sufficient volunteers are unable to meet the "two at all times" requirement, County Fire may utilize CAL FIRE staff for coverage.

The charge rate for County Fire Volunteers will be based upon the current Cal OES Local Government Fire and Emergency assistance rate letter. The current letter is attached as Exhibit C. For CAL FIRE staff, the charge shall be based upon actual costs.

i. If there is an Emergency Incident at the Project and Owner is unable to provide two qualified responders during a time period not previously disclosed to County Fire pursuant to (f) or (g) above and County Fire dispatches a Responder (or Responders) other than Mariposa County Fire (e.g. CAL FIRE or from an out-of-county department), County Fire shall have the option of invoicing Owner for its costs in a manner consistent with the steps enumerated in (h) above.

4. On-Site Equipment

a. Owner, at Owner's sole expense, shall provide and maintain PPE for each Responder. The PPE shall conform to the PPE provided to County Fire Volunteers as listed on the County PPE inventory list, as amended from time to time. The current list is attached as Exhibit D. The PPE shall be stored in a central, secure location at the Project or at such location as may be approved by County Fire.

b. Owner, at Owner’s sole expense, shall provide and maintain positive communication systems for its Responders consisting of:
   
   i. A centrally located base station with antennae at the Project,
   ii. Pagers for each Responder, and
   iii. Hand held radios for each Responder, as well as one spare unit.

c. The communications system shall be developed and installed in accordance with County specifications, and shall be able to receive and transmit through the current telecommunications system and dispatch center, using an antenna capable of receiving and transmitting through appropriate repeater sites.

d. The communications equipment shall be stored in a central, secure location at the Project, or at such other location approved by County Fire.

e. There shall be uninterrupted communication capability at all times between a Responder, responding emergency personnel and the ECC.
f. Equipment maintenance shall be pursuant to manufacturer and NFPA standards.

g. Owner, at Owner’s sole expense, shall provide and maintain two emergency medical trauma kits, including oxygen, as approved by County Fire to ensure immediate attention for all medical responses. The emergency medical trauma kits, including oxygen, shall be stored in a central, secure location at the Project, or at such other location approved by County Fire.

h. Owner, at Owner’s sole expense, shall provide and maintain the following wildland and structural firefighting equipment:

   Tool Inventory: (1 per Responder and 1 spare)

   i. 3-McLeod
   ii. 3-Combination Tool
   iii. 3-Shovel
   iv. 3-Pulaski
   v. 3-Backpack Pump
   vi. 3-Flashlight, general service
   vii. 3-Pliers, fence
   viii. 3-Hose Clamp
   ix. 3-Flagging, Pink (roll)
   x. 3-Flagging, Yellow w/Black Stripes (roll)

5. Approval by County Fire

Prior to the issuance of a Certificate of Occupancy for any new structure within the Project, County Fire shall submit confirmation to the County Planning Department that:

a. Responders have been trained and are available to serve the Project, and

b. All equipment required by this Agreement is at the Project site (or other location approved by County Fire) and properly secured.

6. Capital Contribution

Owner shall pay a negotiated amount for apparatus inventory for the Fish Camp fire station. The negotiated amount of $25,550.03 (twenty-five thousand five hundred fifty dollars and 03 cents) shall be paid by Owner to County prior to issuance of any certificate of occupancy for the Project and applied towards the apparatus inventory for the Fish Camp fire station. After payment of such amount, Owner shall have no further capital contributions in connection with CUP conditions 23 and 24 other than
the expenditures for equipment maintenance and replacement as specified in this Agreement.

7. **Investigation**

County Fire shall have the right to investigate any failure by Owner to provide the staffing required by this Agreement. Owner shall cooperate in the investigation(s). County shall review the results of such investigation(s). If Owner is found to be in violation of this Agreement by County Fire, County may schedule one or more meet-and-confer sessions with Owner to review Owner’s compliance with this Agreement. Based upon the investigation(s), the parties may agree to a remedial action plan if appropriate and necessary. County shall schedule a meet-and-confer session with Owner prior to conducting any hearings on revocation of the conditional use permit. The remedy of conditional use permit revocation shall be cumulative to other remedies provided for in this Agreement.

8. **Insurance**

With respect to any liability, damages, claims, actions, losses, causes of action, costs and expenses, including without limitation, reasonable attorney’s fees relating to or arising from the Responders’ duties set forth in this Agreement, Owner shall cause County to be named as an additional insured on Owner’s general liability and, if possible, employment practices liability insurance. Prior to the issuance of any certificate of occupancy for the Project, Owner will provide County with certificates of insurance evidencing the general liability and employment practices liability insurance and evidencing that County is included as additional named insureds under Owner’s general liability insurance and, if possible, employment practices liability insurance. Owner shall provide renewal certificates for such insurance upon the expiration of any such policies.

9. **Mariposa County Code Section 17.140.030 (Conditional use permits and variances—Revocation).**

Subject to Section 7 above, the CUP for Project may be revoked by resolution of the Mariposa County Planning Commission if it is determined that Owner has failed to meet any or all of the requirements that were imposed as conditions on the CUP in any material respect, including this Agreement.

10. **Term**

   a. The term of this Agreement shall run coterminous with Owner’s exercise of Conditional Use Permit No. 2014-164.

   b. Either party can request a meeting at any time to review the status and need for this Agreement.
c. Owner may apply for an amendment to the Conditional Use Permit conditions 23 and 24 and related mitigation measures at any time and County will process the request as required by law.

d. If in the future the Fish Camp fire station is sufficiently staffed as determined by the County Fire Chief, Owner may apply for an amendment to the Conditional Use Permit to reduce its staffing obligation under this Agreement during the time period(s) during which the Fish Camp fire station is staffed. As an example, if the Fish Camp fire station is staffed from 10:00 p.m. to 6:00 a.m., then Owner may seek a commensurate reduction in Responders for the same time period. County agrees to not unreasonably deny or condition the amendment request.


a. **Interpretation Guides.** This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against any Party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement. When necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the matters described in this Agreement, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. Each Party acknowledges that: (i) neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement; and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

c. **Severability.** If any Article, Section, Subsection, Subdivision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction to be illegal, null or void, the remaining Articles, Sections, Subsections, Subdivisions, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby. In such event, this Agreement shall continue in effect and shall be interpreted to the fullest extent possible considering the illegal, null or void language to effectuate the intent of the Parties.
d. **Waiver.** The failure of any Party at any time to require a performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require performance at any time thereafter of the same or any other requirement set forth in this Agreement. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

e. **Legal Expenses.** Each of the Parties will bear its own costs and legal expenses associated with the negotiation, execution, and performance of its obligations under the terms of this Agreement.

f. **Time Limits.** Any time limit, time period, date by which any act or event is to have occurred, or date by which any condition is to have been satisfied, that is set forth in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event, or satisfaction of any condition, within a specific time limit or period, or by a specific date, if applicable because of an extension pursuant to this Section, shall be interpreted as allowing until the end of the extended period, or until the extended date, for the performance of such act, the occurrence of such event, or satisfaction of such condition. If the last day of any time period ends on a Saturday, Sunday or any government holiday, that last day shall be extended to the next business day.

g. **Assignment.** Owner shall have the right to assign its rights and obligations under this Agreement but only with County’s express written consent, which shall be conditioned upon such assignee having acquired title to the Project, and which shall not be unreasonably withheld, conditioned or delayed. Any proposed assignee shall execute a document providing such assurances or assumptions as required by County. Any such authorized assignment must be in writing executed by County and shall have no force or effect with respect to this Agreement until County receives a copy of the written assignment and has approved the assignment in writing. In the event the assignee is not the operator of the Project, the operator shall also assume the obligations in a manner similar to that of the assignee. County shall act upon the assignment request within thirty (30) calendar days of receipt.

Notwithstanding the foregoing, Owner may, without the consent of County, assign its rights and obligations under this Agreement to a person or entity who (directly or indirectly) owns, controls, is controlled by or is under common with, Owner who has acquired fee title or is the operator of the Project; provided that Owner shall provide written notice to County, together with a copy of such assumption by assignee within ten (10) calendar days following such assignment.
h. **Binding on Successors and Assigns.** This Agreement shall be binding on the Parties and their respective duly authorized successors and assigns subject to Section 11(g).

i. **Binding Contract.** The Parties acknowledge that this Agreement is fully enforceable against the Parties as a binding contract, and neither Party will assert in any manner that it is acting in excess of its powers in entering into this Agreement.

j. **Represented By Counsel.** The Parties hereto acknowledge they have each been represented by counsel in the negotiation, drafting and execution of this Agreement.

k. **Amendment.** Except as provided herein, this Agreement may not be modified except by a writing duly approved, signed, and delivered by the parties.

l. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute the same instrument. Signatures may be by facsimile or pdf electronic signature.

m. **Authority to Execute.** Each person signing this Agreement represents and warrants that he or she is legally entitled to enter into this Agreement, or has been authorized by appropriate action of the Party whom he or she represents to execute and thereby bind such Party to this Agreement.

n. **Estoppel.** Upon written request from Owner, County shall provide Owner, or any other party designated by Owner, a written statement of any matter pertaining to this Agreement, including whether any default of Owner exists under this Agreement ("Estoppel"). The executed Estoppel shall be delivered to Owner within thirty (30) calendar days following Owner's written request.

o. **Notices, Demands and Communications between the Parties.** Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to the other party shall be in writing, may be given by that party’s legal counsel and shall be (a) personally delivered, or (b) sent by registered or certified mail, postage prepaid, or (c) sent by facsimile, or (d) sent by reputable overnight courier (such as FedEx), and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the Party to receive such notice, (ii) if mailed, three (3) business days following the date of posting by the United States Postal Service, (iii) if sent by facsimile, when sent, or (iv) if sent by reputable overnight courier, two (2) business days after deposit with the overnight courier. Any notices, requests, demands, documents, approvals or disapprovals given or sent by facsimile must be confirmed within forty-eight
(48) hours by letter mailed or delivered in accordance with the foregoing. The addresses and fax numbers of the Parties are as follows:

To County: County of Mariposa Board of Supervisors
P.O. Box 784
5100 Bullion Street
Mariposa, CA 95338

Telephone: (209) 966-3222
Fax: (209) 966-5147

To Owner: DNC Parks & Resorts at Tenaya, Inc.
Attention: Paul Ratchford
P.O. Box 159
1122 Highway 41
Fish Camp, CA 93623

Telephone: (559) 683-6555
Fax: (559) 658-2135
p. **Attorneys’ Fees.** In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees actually incurred by the prevailing party. For purposes of this Section, a party will be considered to be the “prevailing party” if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

**Owner:** DNC Parks & Resorts at Tenaya, Inc  
**By:**  
**Name:** Paul Ratthewson  
**Title:** General Manager Tenaya 2000

**County:** County of Mariposa  
**By:** Rosemarie Smallcombe, Chair  
Board of Supervisors

**ATTEST:**  
René LaRoche  
Clerk of the Board

**APPROVED AS TO FORM:**  
Steven W. Dahlem  
County Counsel
# Exhibit A
Emergency Incident Listing

## MARIPOSA COUNTY FIRE DEPARTMENT

### STANDARD RESPONSE PLAN

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Please note this list is not intended to be a comprehensive listing of all incidents possible.
Mariposa County Fire Department
Policy & Procedures

Title: Training Policy  Issue Date: February 6, 2015
Number: VTP-1  Revised Date:

PURPOSE
Identify, define and develop a program that will provide safe, effective and progressive training for the volunteer force.

Define a path of training for the volunteer workforce that facilitates successful advancement from Firefighter to Fire Chief.

Develop a training curriculum with identified training hours to meet basic skills requirements for the volunteer workforce.

Develop a training curriculum with identified training hours needed to produce an effective "Driver/Operator" program to include basic fleet maintenance for the volunteer workforce.

Develop a training curriculum with identified training hours specific to the "Water Tender Operator" class to include basic fleet maintenance.

Develop a training curriculum with identified training hours to meet "Hazardous Materials Awareness" requirements for the volunteer workforce.

Develop a training curriculum with identified training hours to meet certification for Emergency Medical Services/CPR First Responder, which is a requirement for all members of Mariposa County Fire Department.

"Putting our community first, understanding they deserve nothing less!"
VOLUNTEER TRAINING PROGRAM

PURPOSE
Identify and define the mandated training programs used to improve volunteer firefighting skills. All training is administered and supervised by the Department's Training Officer. Prior to becoming a volunteer firefighter, each new member must successfully complete a Mariposa County "arduous medical physical".

1. "Basic Eight" Training Program - 32 hour basic skills training supported by lesson plans and skills testing delivered at county fire stations by Mariposa County Volunteer Station Captains. Each new volunteer member must complete the "Basic Eight" to advance to the "Firefighter Academy".

2. Mariposa County Fire Department "Firefighter Academy" - 80 hour firefighter skills training supported by "California State Fire Marshal's Firefighter I" lesson plans and skills testing. Training is delivered over a five week period. Each volunteer firefighter must successfully complete the academy and serve as a firefighter for two years to qualify for and advance to the "Driver/Operator" program.

3. Mariposa County Fire Department "Monthly Training Program" - 36 hours of required skills training over a twelve-month period for volunteer fire department personnel. Training is scheduled and delivered by the Station Captain once a month in 3-hour sessions. The Department Training Officer has set the training standard for all volunteer personnel to attend 50% of the trainings and respond to 50% of the emergency responses annually. The 50/50 training and response standard allows for volunteer firefighters to meet their 36-hour training commitment any time in a twelve-month period while also allowing for job-related and/or family commitments. Failure to meet the annual training commitment will result in suspension until the 36-hour training requirement is completed. If above requirements are not met by the end of the year, training records will be reviewed and evaluated to determine volunteer status.

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"Putting our community first, understanding they deserve nothing less!"
4. Mariposa County Fire Department "Driver/Operator- Engines" Training - 40 hours of driving and pumping skills supported by "California State Fire Marshal's Volunteer Driver/Operator" lesson plans and skills testing. This program is delivered over a four-week period. After successful completion of training, the Driver/Operator trainee continues driver's training for an additional 14 hours with a Department-Certified Driver/Operator to prepare for and pass the California Department of Motor Vehicle "check test" and Class "C" License with the "Firefighter Endorsement". The Department will further require that each Mariposa County Fire Department Driver/Operator show proficiency skills in driving and pumping annually. This additional training will be administered by the Department's Training Officer. The position requires the successful completion of a Mariposa County "arduous medical physical" and each candidate must have successfully completed the Department's Firefighter Academy.

5. Mariposa County Fire Department "Driver/Operator - Water Tender" Training - 40 hours of driving and pumping Mariposa County water tenders. Training is supported by the "California State Fire Marshal's Volunteer Driver/Operator" lesson plans and includes skills testing. This program is delivered over a four-week period. After successful completion of training, the Water Tender Operator trainee continues driver's training for an additional 14 hours with a Department-Certified Driver/Operator to prepare for and pass the California Department of Motor Vehicle "Check Test" and Class "C" License with the "Firefighter Endorsement". The Department will further require that each Mariposa County Fire Department Water Tender Operator show proficiency skills in driving and pumping annually. This additional training will be administered by the Department's Training Officer. Each candidate for the position is required to successfully complete a Mariposa County "moderate medical physical". All candidates must attend the Department's Firefighter Academy prior to attending this course.

6. "Emergency Medical First Responder" - 60 hours of required first responder emergency medical training to include Cardiopulmonary Resuscitation (CPR). Training is scheduled over a four-week period and delivered by certified emergency medical trainers. Recertification is required every two years. Prior to completing the required 60 hours of medical training, each candidate must have attended the Department's Firefighter Academy.
7. "Hazardous Materials Awareness Training" - 4 hours of required hazardous materials awareness training for volunteer fire department personnel. Training is scheduled on one weekend day and is delivered by certified fire department personnel. Recertification training is required annually.

For reference- California Office of State Fire Marshal, State Fire Training web page link:
http://osfm.fire.ca.gov/training/training

"Putting our community first, understanding they deserve nothing less!"
June 1, 2017

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY RESPONDERS

SUBJECT: “2017 Agreement for Local Government Fire and Emergency Assistance Rate Letter”

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the Agreement for Local Government Fire and Emergency Assistance (The California Fire Assistance Agreement (CFAA)) for the period beginning June 1, 2017.

**Personnel Base Rates:** These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: $24.94 (ST) $37.41 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): $20.69 (ST) $31.04 (OT) per hour

**NOTE:** Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and a half at invoicing for base rates. Both rates are reflected above.

The following apparatus rates will apply to responses effective at the time of dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from time of dispatch.

<table>
<thead>
<tr>
<th>GPM</th>
<th>Hourly</th>
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<tbody>
<tr>
<td>0001-1000</td>
<td>80.00</td>
</tr>
<tr>
<td>1001-1250</td>
<td>85.00</td>
</tr>
<tr>
<td>1251-1500</td>
<td>91.00</td>
</tr>
<tr>
<td>1501-2000+</td>
<td>93.50</td>
</tr>
</tbody>
</table>

**Support Equipment Rates:**

- **Government Owned Vehicles:**
  - Sedan $47.00 per day
  - Pickup $86.00 per day
  - Van $109.00 per day
  - SUV $96.00 per day
  - Other $96.00 per day (3/4 ton & above)

- **Privately Owned Vehicles:**
  - POV Rate: $0.535 per mile

3650 SCHRIEVER AVENUE, MATHER, CA 95655
FIRE AND RESCUE DIVISION
(916) 845-8711 TELEPHONE (916) 845-8396 FAX
Default Administrative Rate: 10.00%

Administrative Rate Change: If you have provided your Actual Administrative Rate, you are required to update this rate by July 1, of each year. After this date, the rate will default back to the base 10% until an actual rate has been received.

REQUIRED SIGNATURE: All local government fire agency’s authorized representative MUST sign the 2017 Annual Salary Survey agreeing to comply with all cooperator agency’s internal accounting and expense reimbursement standards. Fire Agencies will be required to accept either the base rate(s), and/or the agency’s average actual personnel rates through the signature process.

If Cal OES does not receive a signed 2017 Annual Salary Survey from your agency’s authorized representative indicating your agency’s rates, Cal OES will have no basis to process an invoice for payment for any 2017 responses ordered and requested through the CFAA.

Fire agencies are expected to reimburse their agency personnel the pay rates submitted on the 2017 Annual Salary Survey.

If you have any questions or concerns with the 2017 CFAA Rate Letter, please feel free to contact Lori Lopez at (916) 845-8722, or by email at lori.lopez@caloes.ca.gov. If Lori is unavailable, please contact the Fire and Rescue Division main telephone number at (916) 845-8711.

Sincerely,

[Signature]

KIM ZAGARIS
State Fire and Rescue Chief

C: file
Mariposa County Fire Department  
Personal Protective Equipment Inventory

☐ Firefighter  ☐ Support Staff

Name: ___________________________  Fire Company: ___________________________

Phone: ___________________________  Start Date: ___________________________

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Size</th>
<th>Condition</th>
<th>Need to Order</th>
<th>Exchange/Return</th>
<th>Reason</th>
</tr>
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<tbody>
<tr>
<td>Firefighter</td>
<td>Structure Helmet w/Goggles &amp; Hood</td>
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<td></td>
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<tr>
<td>Firefighter</td>
<td>Turn-out Coat</td>
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<tr>
<td>Firefighter</td>
<td>Turn-out Pants</td>
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<td>Firefighter</td>
<td>Suspenders</td>
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<tr>
<td>Firefighter</td>
<td>Turn-out Boots</td>
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<tr>
<td>Firefighter</td>
<td>Wildland Helmet w/Goggles &amp; Shroud</td>
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<tr>
<td>Firefighter</td>
<td>SCBA &amp; SCBA Mask</td>
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<tr>
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<td>Wildland Hose Clamp</td>
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<tr>
<td>Firefighter</td>
<td>*Wildland Kit</td>
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<tr>
<td>Firefighter</td>
<td>Wildland Hot Shield</td>
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<td>Gloves - Structure/Wildland</td>
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<tr>
<td>Firefighter</td>
<td>Wildland Pant-Nomex</td>
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</tr>
<tr>
<td>Firefighter</td>
<td>Wildland Shirt-Nomex</td>
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</table>

Pager: Model: ___________________________  SN: ___________________________
Access Card ID #: ___________________________

*Wildland Kit Includes: Web Gear, Head Lamp, Fire Shelter

I understand that the safety items listed above are issued to me for authorized use while employed by the Mariposa County Fire Department. The above items shall be returned immediately upon request of the County Fire Chief.

I understand that when I leave Mariposa County Fire Department, I will return all equipment issued to me to the Mariposa County Fire Department administrative office or station captain.

Received by: ___________________________  Date: ___________________________

Items Returned to: ___________________________  Date: ___________________________

R:Shared\FORMS\PPE Inventory Sht  Revised 3/19/2018