


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2020

Agenda Number: B-4

SUBJECT:

Consideration of Adopting a Resolution to Enter into the Madera-Mariposa-Merced Unit 2020 Local Government Assistance by Hire Agreement to Augment CAL Fire Resources Should the Need Arise

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the Resolution entering into the agreement and authorizing the Mayor to execute said agreement on behalf of the City.

SUMMARY:

Agreement between the City and the CAL Fire Madera-Mariposa-Merced Unit (MMU) that allows the latter to deploy City personnel and equipment to Statewide emergencies (e.g. wildfires). The City would be eligible for reimbursement for use of its equipment and personnel.

DISCUSSION:

The supporting document is an agreement between the MMU and the City for reimbursement of utilization of local government firefighting resources to augment CAL Fire in support of the State's mission within the State Responsibility Areas (SRA) of the MMU as the need arises. Should the State Department of Emergency Services or CAL Fire determine that there is a need for additional equipment or personnel, the agreement stipulates that the City would be eligible to be reimbursed. Reimbursement rates are updated every January 1. The agreement is for three years.

In short, the agreement outlines:

- How rates for personnel and apparatus are determined.
- Apparatus condition, liability, and repairs.
- Consumables and damaged and/or destroyed supplies.

- Personnel training requirements, staffing levels, and logistical support.

As noted, apparatus rates are determined by equipment type. For example, the attached MMU Assistance by Hire Agreement Form notes the following rates for City equipment:

- Engine 56: \$78.90/hr (pumping capacity of 1,500 gallons per minute)
- Engine 57: \$81.40/hr (pumping capacity of 2,000 gallons per minute)
- Truck 58: 78.90/hr (pumping capacity of 1,500 gallons per minute)

The rates are partially based on the gallon per minute pump capacity rating. The greater the pumping capacity, the greater the reimbursement rate. Utility vehicles are rated on various criteria.

It is noted that apparatus is not limited to the original locality, rather it is made available for statewide response as may be needed.

FINANCIAL IMPACT:

The potential financial impact to the City is positive given that should the need arise, the City would be reimbursed at a rate consistent statewide for assistance to wildland fire emergencies in the State Responsibility Areas (SRA) in the MMU.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The agreement is consistent with the Vision Madera 2025 plan.

ALTERNATIVES:

Potential Council options include:

1. Approve the request as outlined above.
2. Council may direct staff to conduct additional research.
3. Elect to not enter into the agreement. As a result, City equipment would not respond to Statewide emergencies and would not be eligible for reimbursement.

ATTACHMENTS:

1. Resolution
 - a. CAL Fire Madera-Mariposa-Merced Unit 2020 Local Government Assistance by Hire Agreement

RESOLUTION NO. 20-_____

CONSIDERATION OF ADOPTING A RESOLUTION TO ENTER INTO THE MADERA-MARIPOSA-MERCED UNIT 2020 LOCAL GOVERNMENT ASSISTANCE BY HIRE AGREEMENT TO AUGMENT CAL FIRE RESOURCES SHOULD THE NEED ARISE

WHEREAS, the City of Madera Fire Department (MFD) is tasked with the fire protection services of the City of Madera; and

WHEREAS, MFD assists CALFIRE during emergency wildland fires; and

WHEREAS, the City has an existing agreement with CALFIRE to provide fire protection services; and

WHEREAS, the parties agree to reimburse the City for use of resources during emergency incidents;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Amendment ABH attached here to as Exhibit 1 and incorporated by reference, is approved.
3. The Mayor is authorized to execute the amendment on behalf of the City of Madera.
4. The resolution is effective immediately.

* * * * *

CAL FIRE
Madera-Mariposa-Merced Unit
2020 Local Government
Assistance by Hire Agreement

**Madera-Mariposa-Merced Unit
2020 Local Government Assistance by Hire Agreement**

Purpose

The Madera-Mariposa-Merced Unit (MMU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of local government firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

To provide direction to CAL FIRE Incident Commanders and local government cooperating agencies within and adjacent to MMU in regards to the appropriate utilization of local government firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Parties to this agreement agree that local government firefighting resources have commonly understood and/or mandated local responsibilities within their jurisdiction that may have concurrent, overlapping and/or adjacent State and local initial attack resource response to what may be a CAL FIRE controlled incident.

Per this agreement during these incidents local government resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

MMU Local Government ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for local government resources under this agreement, when assigned to State mission, will begin January 1, 2020, two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource assigned to the primary task of wildland suppression.

When CAL FIRE staff's local government resources for station coverage they will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. This apparatus is "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to local government fire departments by Cal OES.

MMU Local Government ABH Agreement Procedures

Initiating Agreement

Local Government Fire Departments shall contact the designated MMU Hired Equipment Coordinator to request participation in the MMU Assistance by Hire (ABH) Program. Local government apparatus and personnel to be included in the program are required to be under agreement prior to utilization as identified on the MMU ABH Agreement Form. See attached.

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The MMU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the CFAA and Cal OES Salary Survey on January 1. These rates will not change if the CFAA and/or Cal OES Salary Survey or equipment rates are updated mid year. See attached.

Cal OES link:

https://www.caloes.ca.gov/FireRescueSite/Documents/2017_Final_Rate_Letter_PDF_October_1_2017.pdf

MMU ABH Agreement and Form

The local government agency to provide ABH will verify the engine and water tender gallon per minute pump capacity rating (GPM) so the hourly rate for each may be calculated and entered on the MMU ABH Agreement Form. CAL FIRE reserves the right to have the local government agency bring the resource to a state facility to have it pump tested.

The agreement number shall be the MMU Units "three letter identifier" followed by the eight digit CAL FIRE vendor number. If the vendor number is not available, a CAL FIRE Payee Data Record STD-204 must be completed.

Both the MMU Unit Chief and the local government agency representative completing the MMU ABH Agreement Form will sign the agreement. A copy will go to the MMU Hired Equipment Coordinator and the MMU Assistant Chief – Administration.

The local government agency to provide ABH will receive a copy of this signatory agreement and the MMU ABH Agreement Form for each apparatus and personnel to be included in the ABH program.

It is the responsibility of the local government agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement and each applicable MMU ABH Agreement Form.

MMU Local Government ABH Payment Procedures

Time Keeping

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the CAL FIRE-297 Shift Ticket with evaluation or a Form FC33. See attached.

The CAL FIRE Incident Commander or designee, responsible for assigning the local government resource shall also be responsible for compiling, auditing and processing all timekeeping and payment documentation in a timely manner.

Payment Documents

A CAL FIRE-93 will be used to pay the local government agency providing ABH. It will have as attachments a copy of the MMU ABH Agreement Form, completed CAL FIRE-297 Shift Ticket and a completed CAL FIRE-20. In addition, a CAL FIRE ME-15 and ME-107 may be attached as required. See Sample Pay Documents Package.

MMU Local Government ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and can sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of local government apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any local government equipment. No local government official or fire department may obligate the State to financial liability.

Apparatus Repairs

Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a CAL FIRE ME-107 form. Major damage will be addressed through the California Victim Compensation and Government Claims Board procedures. Driver negligent damage is the responsibility of the local government agency providing the ABH. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to local government apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When local government owned, apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, local government fire apparatus is considered to be a State resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the local government agency. Mechanic services and/or parts are chargeable back to the local government agency when routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CAL FIRE staffing levels required for response at all times. As with apparatus hired unstaffed, local government fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time, will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the local government agency providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the local government agency if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire. A second set of wildland clothing (PPE) is recommended.

Consumables & Damaged and/or Destroyed Supplies

If local government owned supplies are damaged and/or destroyed through no fault of local government and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the

Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101). See attached Sample Replacement Forms package.

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and local government agencies hired under this agreement must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

Local government agencies providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the MMU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

Communications

It is the responsibility of the local government agency providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

MMU Local Government ABH Personnel Standards

Training

Agencies providing ABH under this agreement shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the local government agency providing ABH to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All local government personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all local government personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

Local Government Personnel Feeding

Local government agency personnel providing ABH assigned to a "going" incident shall be provided meals by CAL FIRE at no cost to local government personnel.

Local government personnel on apparatus under hire assigned to station coverage of a MMU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the local government personnel. These meals shall be documented on the CAL FIRE "Fireline Meal Sheet" available at the station being covered with names, dates and incident numbers as

required.

Restaurant feeding for local government resources providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the MMU Duty Chief (or designee) if assigned to station coverage.

MMU Local Government ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type VI Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in local government department.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour "planned need" staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and "planned need" can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.

**Madera-Mariposa-Merced Unit
2020 Local Government Assistance by Hire Agreement**

The 2020 Madera-Mariposa-Merced Unit Local Government Assistance by Hire Agreement with attachments has been approved and authorized by the individuals found on the accompanying signatory page. See attached.

Attachments

1. Madera-Mariposa-Merced Unit Assistance by Hire Agreement Form
2. Current Cal OES CFAA Rate Letter
3. Sample CAL FIRE-297 Shift Ticket
4. Sample FC-315,
5. Sample CAL FIRE-93
6. Sample CAL FIRE-20
7. Sample CAL FIRE ME-15
8. Sample CAL FIRE ME-107
9. Sample Fireline Meal Sheet

The 2020 Madera-Mariposa-Merced Unit Local Government Assistance by Hire Agreement with attachments has been approved and authorized by the following:

Mike van Loben Sels, Unit Chief
CAL FIRE
Madera-Mariposa-Merced Unit
5366 Highway 49 North
Mariposa, Ca. 95338

XXXXXXXX
Mariposa County Board of Supervisors

Madera-Mariposa-Merced Unit Assistance by Hire Agreement Form

ORDERING OFFICE:		AGREEMENT NUMBER:	
CAL FIRE 5366 Highway 49 North Mariposa, CA 95338		MMU- 55172-00	
		DATE: 1/01/20 - 12/31/22	
		EIN/SSN:	
Department/District Name and Address: <div style="text-align: center;"> Madera City 256 W. 4th Street Madera, CA 93637 </div>			
Telephone Number (day):		(559) 661-5499	
Telephone Number (night):		(209) 966-3803	
Fax Number:			
ITEM DESCRIPTION (make, model, year, serial number, etc.)		RATE (Hourly or Daily)	
a. Battalion 10, 3/4 Ton 4x4 Pickup 2016 Ford, Ca. Lic. # 1519546 Veh. I. D. # 1FT7X2B61HEC32645		\$96.00 per day, daily max 16 hrs.	
b. Utility 7, 3/4 Ton 4x4 Pickup 2006 Chevy, Ca. Lic. # 1225567 Veh. I. D. # 1GCHK29U26E205345		\$96.00 per day, daily max 16 hrs.	
c. Engine 56, Type II, 1500 GPM 2016 Spartan, Ca. Lic. # 1544430 Veh. I. D. # 4S7CT2D9AGC080905		\$78.90 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
d. Engine 57, Type II, 2000 GPM 2008 Smeal, Ca. Lic. # 1152849 Veh. I. D. # 4S7CT2D978C066806		\$81.40 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
e. Engine 256, Type II, 1500 GPM 2001 Spartan, Ca. Lic. # 1123542 Veh. I. D. # 4S7AT33942C040444		\$78.90 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
f. Engine 257, Type II, 1500 GPM 1991 Grrumman, Ca. Lic. # 288793 Veh. I. D. # 1G9PSFA6LRO88084		\$78.90 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
g. Engine 656, Type 6, 250 GPM Ford/Hi-Tech, Ca. Lic. # 1247287 Veh. I. D. # 1FDAX57P56ED89595		\$68.00 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
Truck 58, 1500 GPM 2017 Rosenbauer, Ca. Lic. # 1411765 Veh. I. D. # 54F2CC608JWM12000		\$78.90 Hr. Daily max 16 hrs. plus staffing 3.0 = \$93.12 Hr. 4.0 = \$124.16 Hr.	
Special Provisions: Type I engines shall have a minimum of 3 person staffing to include 1 Company Officer and 2 Firefighters. 4 person staffing to include an Engineer is desirable. Type II and III engines shall have a minimum 3 person staffing to include 1 Company Officer and 2 Firefighters. Water Tenders may have a single Operator during initial attack or on 12 hour shifts. Planned need Water Tenders shall include a Firefighter. A second Water Tender Relief Operator shall be required after 16 hours or on 24 hour shifts. There is no rate for foam use but foam used shall be replaced.			
Department Chief or Authorized Agent's Signature		Date	Print Name And Title
CAL FIRE Signature		Date	Print Name And Title

EMERGENCY SHIFT TICKET and EVALUATION FORM

The responsible Government Officer will complete this form each shift

Incident or Project Name					Incident Number		Request Number		Contractor Name	
Agreement Number					Operator #1		Operator #2		Operator Furnished By:	
Equipment Make					Equipment Model / Type		<input type="checkbox"/> Contractor		<input type="checkbox"/> Government	
Serial Number					License Number		<input type="checkbox"/> Contractor		<input type="checkbox"/> Government	
Equipment Use					Inspected		Under Agreement		Equipment Status	
					Released by Government		Withdrawn by Contractor		Remarks/Comments **	
Date	(Circle) Hours / Days / Miles		Work		Assignment					
Mo / Day	Start	Stop								
Vendor Rating					Govt. Rep. Name and Position - PRINT					
	Poor*	Avg.	Good	Exc.	N/A					
Met Performance Expectations					Govt. Rep. Signature					
Equipment in Safe Working Condition					Contractor Signature					
Operator Skill Level					Date		Time			
Operates Safely										
Operator's Cooperation Level										
Overall Performance										

* NOTE: Any rating of POOR requires an explanation in Comment Section.
 **Final evaluation or for more documentation, use an ICS Form 230 or equivalent.

Pink - Finance Blue - Home Unit HE Coordinator Yellow - Vendor White - Govt Representative



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SERVICE ORDER
 CAL FIRE-93 (REV. 01/19)

1. AGENCY DOCUMENT/INVOICE NUMBER
 UI

2. CONTRACTOR (Name and Address)	3. PHONE:	4. SUPPLIER ID.	5. BILLING CODE/CAN #	PAGE OF PAGE
	6. ADMINISTRATIVE UNIT FOR PAYMENT			
S/B <input type="checkbox"/> M/B <input type="checkbox"/> DVBE <input type="checkbox"/>				
7. <input type="checkbox"/> CAL FIRE-20 CONTRACTOR CERTIFICATION CLAUSES SIGNED (REQUIRED) <input type="checkbox"/> CAL FIRE-501 CONTRACTOR CERTIFICATION CLAUSES SIGNED (IF APPLICABLE)				

8. CONTRACTOR agrees to provide the STATE with the following services:

Agreement Term: Start Date: _____ to End Date: _____

Detailed description of work to be performed:

9. WAS P- CARD USED FOR THIS PURCHASE? YES NO

NOTE: Contract release for and in consideration of receipt of payment in the amount shown on line 14. Contractor hereby releases the State from any and all claims arising under this agreement except as reserved below (Item 15)	10. Total Amount Due (This Page)	
	11. Sales Tax	
	12. Gross Amount Due	
	13. Deductions	
14. Net Amount Due		
15. REMARKS No damage/No claim		

16. INDICATE STATE PURPOSE

Amount	Appropriation Ref	Fund	ENY	Account	Alt Account
Program	Project ID	Activity	Rptg Structure	Svc Location	
17. CONTRACTORS SIGNATURE		PRINT NAME AND TITLE			DATE
18. RECEIVING OFFICER'S SIGNATURE		PRINT NAME AND TITLE			DATE
19. PURCHASE AUTHORIZED By (Signature)		TITLE			PHONE

STATE OF CALIFORNIA
 Department of Forestry and Fire Protection
Contractor Certification Clauses for Services
 CAL FIRE-20 (Rev. 05/15) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	
ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.		

1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

2. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

3. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

REPORT OF EQUIPMENT INSPECTION

TYPE OF INSPECTION: SAFETY COMPLIANCE DEMOB

Incident # _____ Strike Team _____ Date: _____

Department/Administrative Unit _____

Vehicle # _____ License # _____ Radio # _____

Make _____ Body Type _____ Mileage _____

	OK	REP		OK	REP
1. Engine & Accessories	<input type="checkbox"/>	<input type="checkbox"/>	10. Tires & Wheels	<input type="checkbox"/>	<input type="checkbox"/>
2. Lights, Code 3, Wipers	<input type="checkbox"/>	<input type="checkbox"/>	11. Springs & "U" Bolts	<input type="checkbox"/>	<input type="checkbox"/>
3. Clutch	<input type="checkbox"/>	<input type="checkbox"/>	12. Cab, Paint & Glass	<input type="checkbox"/>	<input type="checkbox"/>
4. Brake Components	<input type="checkbox"/>	<input type="checkbox"/>	13. Auxiliary Motor Unit	<input type="checkbox"/>	<input type="checkbox"/>
5. Brake Adjustment	<input type="checkbox"/>	<input type="checkbox"/>	14. Pump	<input type="checkbox"/>	<input type="checkbox"/>
6. Air System Test/Leak Down. Etc.	<input type="checkbox"/>	<input type="checkbox"/>	15. Vehicle Connection Device	<input type="checkbox"/>	<input type="checkbox"/>
7. Steering & Front End	<input type="checkbox"/>	<input type="checkbox"/>	16.	<input type="checkbox"/>	<input type="checkbox"/>
8. Transmission	<input type="checkbox"/>	<input type="checkbox"/>	17.	<input type="checkbox"/>	<input type="checkbox"/>
9. Differential	<input type="checkbox"/>	<input type="checkbox"/>	18.	<input type="checkbox"/>	<input type="checkbox"/>

REPAIRS NEEDED & REMARKS FROM ABOVE:

INSPECTOR

OPERATOR

Name

Title

Name

Title

