

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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(916) 653-7772
Website: www.fire.ca.gov



Chief Mike Butler
Dobbins/Oregon House FPD
PO Box 164
Brownsville, CA 95919

April 1, 2025

Attached is the Nevada-Yuba-Placer (NEU) 2025 Operating Plan and Assistance by Hire Agreement. This "Local Agreement" is the conduit for reimbursement to our allied agencies when we (CAL FIRE) call for your assistance in support of our mission. The agreement parallels the California Fire Assistance Agreement (CFAA).

We have worked to simplify the reimbursement process and have clarified the necessary forms and processes for payment. We have also highlighted our expectations for all resources operating on CAL FIRE incidents and providing coverage at our fire stations, as well as the resource utilization criteria for Assistance by Hire.

As always, we value your cooperation and access to your resources for response and assistance by hire.

Two copies of the 2025 Operating Plan and Assistance by Hire Agreement are provided. One copy is for your retention. The other should be signed and returned to NEU Headquarters with your current CAL OES Salary Survey prior to June 1st, 2025.

If you have any questions regarding the terms of this agreement, please contact Deputy Chief Jim Hudson (530) 277-6477 or your local CAL FIRE Battalion Chief.

Sincerely,

Brian Estes,
Fire Chief, NEU

LOCAL OPERATING PLAN ASSISTANCE BY HIRE AGREEMENT CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION



NEVADA - YUBA - PLACER UNIT 2025

OVERVIEW

This Assistance by Hire Agreement (ABH) authorizes the Nevada - Yuba - Placer Unit (NEU) to enter into local agreements for reimbursement of services between NEU and Local Government Fire Agencies.

This document provides operational and administrative guidelines for local agencies operating on State Responsibility Area (SRA) fires within NEU. Additionally, it addresses ABH within NEU by:

- Defining the parameters for reimbursement of Local Government Fire personnel and apparatus for incidents within the jurisdictional authority of NEU.
- Defining expectations for equipment and personnel when operating under this agreement.
- Establishing the procedure for payment of Local Fire Agency equipment and personnel.
- Providing a point of contact for payment issues on incidents within NEU.

AUTHORITY

This ABH is authorized by CA Health and Safety Code Section 13863 and CAL FIRE Handbook Section 8515.

DEFINITIONS

AGENCY REPRESENTATIVE (AREP)

An AREP is an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

ASSISTING AGENCY

An agency directly contributing tactical or service resources to another agency.

MUTUAL AID

Mutual aid is a reciprocal agreement between two or more fire agencies wherein each agrees to assist the other under certain conditions without cost to the requesting agency. Providing mutual aid is permissible on the part of the responding agency, based on its ability at the time the aid is requested.

ASSISTANCE BY HIRE (ABH)

ABH is the provision of fire suppression resources, by one agency to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be recorded by the single ordering point.

LOCAL RESPONSIBILITY AREA (LRA)

Lands on which neither the State nor the Federal Government has any legal responsibility for prevention and suppression of wildland fires.

STATE RESPONSIBILITY AREA (SRA)

Areas in which the primary jurisdictional responsibility for prevention and suppression of wildland fires is that of CAL FIRE.

FEDERAL RESPONSIBILITY AREA (FRA)

Areas in which the primary jurisdictional responsibility for prevention and suppression of wildland fires is that of the Federal Government.

MUTUAL THREAT ZONES (MTZ)

Areas where it is determined that a valid threat exists to or from either SRA, FRA, or LRA. In these areas, it is acceptable to have a mutual response from both agencies with jurisdictional authority until either the incident is mitigated, or it is determined that the threat no longer exists. This response is executed under mutual aid.

UNIFIED COMMAND

Unified Command is an authority structure in which the role of Incident Commander (IC) is shared by two or more individuals, each having authority in a different responding agency. In Unified Command, all decisions are agreed upon by the Unified ICs including incident management, common objectives, and agreed upon strategies and priorities. A Unified IC must have jurisdictional authority and must be able to expend appropriate monies commensurate with their assets at risk.

GENERAL PROVISIONS

Local Fire Agencies have primary responsibility for the protection of life and improvements within the boundaries of their jurisdiction. CAL FIRE has the statutory responsibility for the prevention, suppression, and investigation of wildland fires on lands deemed SRA. A CAL FIRE resource will respond to the scene of all SRA wildland fires. Reduction and/or continuation of CAL FIRE resources to the scene is at the discretion of the responding CAL FIRE Chief Officer.

NOTIFICATIONS

Each party will notify the other party of fires burning in or on, or threatening lands or property for which the other party has protection responsibility. All wildland fires on SRA within NEU will be transferred to the Grass Valley Emergency Command Center (GVECC) by adjoining primary or secondary answering points (dispatch centers) to ensure a jurisdictional and single ordering point for resources.

COMMUNICATIONS

All communications for SRA wildland fires will be consistent with the current GVECC Radio Operating Plan.

CAUSE AND ORIGIN DETERMINATION AND PRESERVATION OF EVIDENCE

Parties will demonstrate diligence in protecting the point and/or area of origin of a fire and all evidence or potential evidence which may pertain to fire cause. The CAL FIRE IC or Prevention Bureau has the primary responsibility for origin and cause determination on an SRA incident. CAL FIRE welcomes the assistance of the Local Fire Agency but will maintain primary investigatory responsibility.

INCIDENT COMMAND

VEGETATION FIRES ON SRA

CAL FIRE has statutory responsibility for vegetation fires in the area defined as SRA regardless of Local Fire Agency boundaries.

When a Local Fire Agency Company Officer or Chief Officer is first on scene, they will normally assume the position of IC.

The first CAL FIRE Company Officer or Chief Officer will contact the IC and determine if a change of command is appropriate. If a change is made, the GVECC will be notified, and an announcement will be made on the Command and Tactical frequencies.

When appropriate, a Unified Command or any other organization that is best suited to contain and control the fire will be used. CAL FIRE will always maintain statutory and fiscal authority for any incident within the SRA and expenditures against the Emergency Fund.

The IC is responsible for the report on conditions, resource ordering, deployment of resources, resource accountability, communication on the command and tactical frequencies, and the establishment of an Incident Command Post (ICP).

Any resource orders made by a local agency outside of the Unified Ordering Point, GVECC, or without concurrence of the CAL FIRE IC, will be the fiscal responsibility of the Local Agency who made the resource order.

NON-VEGETATION INCIDENTS OR LRA VEGETATION FIRES

The Local Fire Agency has primary responsibility for these incidents.

If a CAL FIRE Company Officer or Chief Officer is first on scene, they will normally assume the IC responsibility.

The first Local Fire Agency Company Officer or Chief Officer on scene will contact the IC and determine if a change of command is appropriate. If a change is made, the GVECC will be notified, and an announcement will be made on the Command and Tactical frequencies.

When appropriate, a Unified Command or any other organization that is best suited to mitigate the emergency will be used. The responsible local fire agency will continue to have primary operational and fiscal responsibility for the incident.

On LRA vegetation fires, if a request is made for CAL FIRE Mutual Aid, the request shall be made through the CAL FIRE Duty Chief. If approved, NEU will assign a CAL FIRE AREP to the incident to ensure the parameters of that agreement are being upheld.

PAYMENT TO LOCAL FIRE AGENCIES

INITIAL ATTACK SRA INCIDENTS

The invoice for service under this agreement will be the CAL FIRE Form FC-33 (Overhead Crew Equipment Report, Exhibit C) including the CAL FIRE Order/Request number. Payment for services will be paid directly to the sending agency, not individuals.

All fuel, lubricants, normal wear-and-tear will be the owning agencies' responsibility.

All assistance beyond the specified mutual aid period will be ABH and will be reimbursed RETROACTIVELY for the full period from the time of initial dispatch until return to quarters. Reimbursement for Emergency Apparatus refurbishment and rehab may be approved by the IC, up to a maximum of 2 hours, as appropriate.

CAL FIRE will normally pay for one Company Officer and two Firefighters per engine unless ordered differently. During initial attack local staffing standards may be only one Company Officer and one Firefighter; this is the minimum staffing level CAL FIRE will pay for. CAL FIRE will pay the actual staffing level on the assigned apparatus, from two to four persons.

CAL FIRE will pay for the actual staffing level on assigned water tenders, up to two persons.

Equipment should be outfitted with the appropriate ICS complement.

CAL FIRE cannot hire/reimburse for equipment which was received through the Federal Excess (FEPP) program or from the State of California (OES). CAL FIRE can pay for staffing of these apparatus.

All personnel must have complete Personal Protective Equipment, including a fire shelter.

Payment for all personnel and equipment will be reimbursed from time of dispatch based on agreement parameters (See below).

By providing personnel, apparatus, and equipment, the LOCAL AGENCY attests to their safety, training, competency, complement, and general readiness.

**If a Cal OES Salary Survey is on file then that rate will be used.*

PARAMETERS FOR REIMBURSEMENT

Water tenders – Upon commitment by a CAL FIRE Incident Commander to an incident or station coverage for the purposes of wildland fire suppression within the SRA. Resources canceled enroute or staged and released do not qualify for reimbursement.

Engines - Upon commitment by a CAL FIRE Incident Commander to an incident or station coverage. Resources canceled enroute or staged and released do not qualify for reimbursement.

Overhead working beyond the **12 - hour** mutual aid period when requested by the Incident Commander.

CAL FIRE will not reimburse a local agency within their jurisdictional responsibility area for initial attack unless acting in the capacity of a CAL FIRE resource or the incident extends beyond initial attack period.

CAL FIRE is not responsible for reimbursement for the following within an Agency's jurisdictional responsibility area:

- Structural fire suppression
- Structure protection
- Vehicle fire suppression
- Mutual Aid or Automatic Aid between Local Government Agencies that are not part of a CAL FIRE SRA response plan (Agency specific response plans)

**Local Government Resources used beyond a 12-hour period for planned need should be converted over to CFAA and a Cal OES AREP should be requested.*

PLANNED NEED COVER ASSIGNMENTS AT STATE FACILITIES

CAL FIRE will normally pay for one Company Officer and two Firefighters per engine unless ordered differently.

CAL FIRE will pay for the actual staffing level on assigned water tenders, up to two persons.

Meals will normally be provided using station provisions unless otherwise specified by a CAL FIRE officer.

Replacement fuel and general maintenance will be provided as needed. It is expected that any apparatus hired by CAL FIRE under ABH be mechanically and operationally sound upon the time that the ABH agreement is initiated.

Payment for all personnel and equipment will be reimbursed from time of dispatch for 24 hours per day.

**If a Cal OES Salary Survey is on file, then that rate will be used.*

Resources will be under the command and control of the GVECC and NEU and will be assigned to stations based on the Unit's coverage plan.

By providing personnel, apparatus, and equipment, the Local Fire Agency attests to their safety, training, competency, complement, and general readiness to perform in an all-risk fire and emergency environment.

CAL FIRE's expectation is that all resources under ABH will perform to the same standard and with the same expectations as CAL FIRE resources. This includes structural firefighting, rescue capabilities and EMS delivery at the level of EMT or greater. CAL FIRE will utilize the following staffing criteria when utilizing a Local Agency for State Facility coverage.

- Priority 1 – Career personnel staffed apparatus
- Priority 2 – Combination career company officer and volunteer firefighter staffed apparatus

- Priority 3 – Volunteer staffed apparatus

CAL FIRE will utilize the following apparatus criteria when utilizing Local Agency resources for State Facility coverage.

- Priority 1 – Type 3 engine with All-Hazard capabilities
- Priority 2 – Type 1 or 2 engine, or Type 6 engine in tandem with water tender

**Water tenders and Type 6 engines may be utilized as single resources for augmented staffing purposes.*

APPARATUS AND SUPPORT EQUIPMENT

CAL FIRE will provide normal operational costs, including normal servicing for sending agency apparatus and support equipment, while under CAL FIRE's command and control. Major damage will be handled through the Department of General Services' Office of Risk and Insurance Management Government Claims Program process. Damage caused by driver negligence is the sending agency's responsibility.

Loss and damage to apparatus and support equipment while traveling to or from an incident and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the sending agency's responsibility.

Loss or damage to local agency apparatus or support equipment occurring on an incident shall be reported immediately through chain of command to ensure proper documentation and investigation.

Due to operational need, there may be occasions when local government resources will be asked to leave their equipment upon release from an incident. If equipment is left at an incident it will be documented on an Incident Replacement Requisition Form CAL FIRE 101 (see Exhibit B).

The information that is most critical on the form is:

- 1) Incident number and name
- 2) Unit name (i.e., Engine 37)
- 3) Authorization must be from a CAL FIRE Officer (DIVS, OSC or IC)
- 4) Date/Time
- 5) Quantity and item description (i.e., 5-100' lengths of 1 ½" hose, etc.) A copy should be retained by the IC and the resource leaving the equipment.

Each respective Local Agency is encouraged to mark their equipment so CAL FIRE can return the exact equipment which was left on the incident. As an example, if a district leaves new hose on an incident, and it is not marked, they may not get new hose returned to them. CAL FIRE expects that non-traditional wildland suppression equipment is not left at an incident unless specifically requested by the IC or designee.

CAL FIRE forms for lost or damaged expendable items, accountable property, and overhead/crew equipment are as follows and included below:

CAL FIRE 101 (Property Certification of Location or Damage, Exhibit B) signed by the IC/LCS/SUL if unable to replace a consumable item at an incident. ***Requests for replacement items must be notated prior to release from the incident.***

PERSONNEL ROTATION

Personnel under this agreement are expected to be available for a minimum of 7 (seven) consecutive days before requiring relief.

PAYMENT PROCEDURE

LOCAL FIRE AGENCY RESPONSIBILITY

Ensure a current copy of your agency's **Cal OES Salary Survey** is on file with the CAL FIRE Administrative Officer at NEU Auburn HQ if you are requesting rates other than the base Cal OES Rates.

Fill out and send a completed **CAL FIRE-20** (*Contractor Certification Clauses for Service - Exhibit A*) to the NEU Administrative Officer at NEU Auburn HQ prior to seeking reimbursement. Only one copy is needed for each season.

Prior to release from an incident the Local Agency equipment/personnel shall obtain an **FC-33** (*Overhead Crew Equipment Report - Exhibit C*) signed by the IC or CAL FIRE Officer. In the event that a local agency resource is covering a CAL FIRE Station, obtain the FC-33 from the covering CAL FIRE Battalion Chief (BC) prior to release.

Supply a copy of the incident **FC-34** (*GVECC Incident Report*) with the local agency resource activity highlighted (particularly the start and end times of the resource's assignment).

Supply the above documentation to the local CAL FIRE BC. The CAL FIRE BC will forward to Unit finance for final processing. Please make a copy for your records.

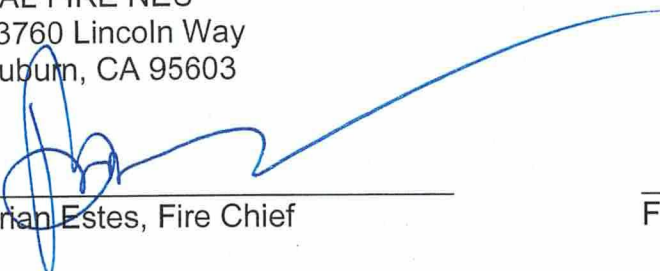
Please contact your local CAL FIRE BC for questions on the process or the Operating Plan. If you have specific questions regarding the billing package, contact NEU Administrative Deputy Chief, Tiffany Tracy, (530) 277-2302, tiffany.tracy@fire.ca.gov.

EXHIBITS

Exhibit A:	CAL FIRE 20 - Contractor Certification Clauses for Service
Exhibit B:	CAL FIRE 101 – Property Certification of Location or Damage
Exhibit C:	FC-33 - Overhead Crew Equipment Report

IN WITNESS WHEREOF, the parties have executed this agreement.

CAL FIRE NEU
13760 Lincoln Way
Auburn, CA 95603



Brian Estes, Fire Chief

Fire Chief, Agency Name

4-1-25

Date

Date



DOC NO.	

[illegible][illegible]

FC33 INSTRUCTIONS

Refer to CAL FIRE Handbook Section 3800 for complete policies and procedures. eFC-33 automates many of these fields. See the eFC33 Quick Reference or Tutorial for instructions on entering data into the electronic system.

PROJECT ID / INCIDENT NO: Enter Incident Number, e.g., F18CACDF 001234, F18CAAEU 000654, F18CALAC 003564.

INCIDENT NAME: Enter Incident Name.

REQUEST NO: Alpha/Numeric number assigned to the request for equipment or position; e.g., A-1, C-2, E-3, 12, O-4.

PERSONNEL SHIFT SCHEDULE: Check one box that designates employee(s) duty day. Non-Bargaining Unit 8 employees are 0000-2400 (miscellaneous work schedules).

HOME UNIT: Enter three letter home unit designator, e.g., BTU, LMU, RRU.

DATE AND TIME COMMITTED: Enter calendar date and time (military time) committed to the incident. Enter the EXACT time (do not round it up or down).

DATE AND TIME RETURNED: Enter calendar date and time (military time) returned from the incident. Enter the EXACT time (do not round it up or down).

RESOURCE ID: STATION - Station or crew name given to the unit; e.g., WESTWOOD #1, DEVIL'S GARDEN 4, etc. OVERHEAD - Indicate fire line assignment; e.g., DIVS, FOBS, PTRC. STRIKE TEAM/TASK FORCE - Enter the ST/TF number; e.g., ST9223C, ST9488G. Resources assigned to ST/TF also enter the ST/TF number.

DOC NO: eFC33 automatically assigns the Document Number; otherwise, leave blank.

TIME RECORDER: Enter Time Recorder's Name.

TIME RECORDER HOME UNIT: Enter Time Recorder's three letter home unit designator.

REPORTING STRUCTURE: If incident is charged to a specific Reporting Structure (legacy Index Code), enter it; otherwise enter "Home" for home unit Reporting Structure.

SERVICE LOCATION: Enter the correct Service Location for the incident; e.g., 00900 = Wildland Fire Suppression, 00907 = Move Up and Cover, 00908 = Special Staffing Pattern.

AMENDED COPY: Check the box if this is an amended copy.

PAGE __ OF __: Note if more than one page is used.

Equipment Activity

DATE: Show date of month, starting with the first date of the Incident; e.g., if the incident started on a Wednesday, enter the calendar date above the "WE" block, and begin to show activity on that date.

ORG: Only Organization A & B equipment are entered in the eFC33. Paper FC-33 forms may be completed for C, OES, CDC, CYA, etc.

RADIO NO: Radio number of unit; e.g., E2262, B2514, DT2140, OES196, E10, etc.

KIND: Kind of equipment; e.g., Fire Truck Heavy, Sedan, Pickup, Steam Table Unit, Mobile Kitchen Unit, Chainsaw, Generator, etc.

ID NO: Enter the "X" number for the vehicle; e.g., 2X356, 44X36. If there is no "X" number another ID number may be entered.

HOURS: Enter the total number of hours the equipment was used for each day. If eFC33 is used the hours will auto-fill. **NOTE: Primary equipment hours are entered PORTAL TO**

PORTAL: When the equipment time is transmitted to the Cost Recovery program it will automatically convert hours to days and calculate the maximum billable hours.

TOTALS: Enter total number of hours for "This page." If multiple pages' fill in the "All Pages" total.

ACTIVITY: Operational period assignment or duties. For example: "IA" for Initial Attack, "TVL" for Travel time, "STG" for Staging, "Rest" for a rest day, "A, B, C, D" for Division assignments. Begin to show activity on first day assigned to Incident.

Personnel Activity

ORG: Only Organization A or B personnel are entered in the eFC33. Paper forms may be completed for OES, CDC, etc.

PAR: This box is checked if the employee was not on the incident for the entire commit/return time. If entered into eFC33 the partial time is automatically calculated. If a paper form, note the partial time in REMARKS.

LAST: Enter employee's Last Name.

FIRSTMI: Enter employee's legal First Name and Middle Initial. Do not enter abbreviated or nicknames.

CLASS: Enter class code or, if unknown, enter abbreviation for civil service title; e.g., BC, FC, FAE, FF1, SSA, AGPA, etc. VOL (Volunteer) and PCF (Paid Call Firefighter) are entered on the paper FC33 form but are not entered in eFC33.

DUTY: Hours scheduled for each day.

ST: Total straight time worked for that day. Begin to show activity on first day assigned to the Incident. Hours are calculated to the QUARTER hour for BU8 and non-BU8 personnel based on the actual commit and return times.

OT: Total overtime worked for that day. Begin to show activity on first day assigned to the Incident. Hours are calculated to the QUARTER hour for BU8 personnel based on the actual commit and return times.

TOTALS: Enter total number of ST and OT hours for "This page." If multiple pages' fill in the "All Pages" total.

REMARKS: Enter any other pertinent information; e.g., personnel schedule changes, personnel change out during the incident, passenger in a vehicle (explains why no equipment on FC33), rental vehicle, etc. FC33s are to be filled out for any resource that is cancelled or diverted (note in remarks). If reassigned, enter to what incident. If covering, note who covering behind with the request number and incident number. For cost recovery purposes, purchases and other financial documents will come from CALSTARS and do not have to be tracked on FC33. DO NOT include items lost, used, or damaged on the incident. Enter this information on proper PL&D and/or Fire Line Replacement forms. (FC-315)

CELL PHONE: Enter the cell phone number for the resource.

Instructions for Use of CDF 101

Property Certification of Location or Damage

Document Number: for use as a local number system or when attached to a FC-40 document.

Location / Incident Name: Enter the CDF facility property is assigned to. If submitting to an incident base, enter the Incident Name.

Incident Number: Enter the appropriate incident number

Unit: Enter the Unit the property is assigned to. If submitting to an incident base, enter the request number of the person certifying damage example E-320, C-14 or O-355.

Region: Enter the CDF Region where the property was assigned. If submitting to an incident base, enter the CDF Region responsible for the incident.

Date: Enter the date the P.L. or D. was completed.

The following items were: Enter either 'Broken', 'Left on Line', 'Damaged' or other status of the property.

Reminder, this form cannot be used in place of the STD-152 to certify Lost, Stolen, Worn Out or Damaged beyond repair property.

Date of Occurrence: Enter the date the property was broken, left on line or damaged.

Quantity: Enter the quantity for the line item.

Unit of Measure: Enter the unit of measure for the line item (example ea = each).

CDF Stock Number: Enter the PIN or stock number.

Description: Enter the description of the line item, indicate size, make, model and type. Clearly describe the item and provide adequate data to effectively identify equipment or property.

Property Number: Enter the CDF property number assigned to the line item, Capitalized or sensitive property must have their property number entered here.

Location of Items: Where is the property now (example, left on Division B night shift 8/1/04, Drop Point 2). A GPS coordinate, Station 22 or Unit Service Center may also be used to describe Location.

Remarks: Enter specific remarks here, how was the property damaged, what specifically is wrong with it.

Signature of Person Certifying Occurrence as Described:

Signature: The CDF Employee certifying the occurrence must sign.

Printed Name: Enter the printed name of the signature.

Title: Enter the title of the signature.

Date: Enter the date of the signature.

Unit Supervisors Approval:

If submitted on an incident this section must be completed by the supervisor of the property custodian. This may be the Strike Team Leader, Division Supervisor, Receiving and Distribution Manager, Supply Unit Leader, Logistics Section Chief, Agency Representative or Incident Commander.

If submitted at the home Unit this section must also be completed by the supervisor of the property custodian. This may be a Battalion or Division Chief.

Comments: Supervisors may enter comments of approval or disapproval.

Signature of Unit Administrator: Signature of Unit Supervisor reviewing the certification described.

Title: Title of the signature.

Date: Date of the signature.

Notes:

This document is NOT required if exchanging property at an incident base with the exception of capitalized or sensitive property assigned a CDF property number.

This document is required as certification when submitting an MRT to your local Service Center for replacement of property.

An OF-315 (Incident Replacement Requisition) is required as authorization to purchase fire replacement items at your local Unit. This document is required when submitting an MRT to your local Service Center for fire replacement items. A CDF-101 and/or A STD-152 are required for the certification of the status of property being requisitioned for replacement.

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.)

4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

2. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

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

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

10. PREVAILING WAGES: (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference

between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.

- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

11. CHILD SUPPORT WITHHOLDING DISCLAIMER: Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California FC 5206, 5246, and 17512.