



STAFF REPORT

TOWN COUNCIL MEETING OF JANUARY 12, 2016

To: Town Council

From: Town Manager

Subject: Memorandum of Understanding Between the Town of Loomis and the Loomis Fire Protection District concerning Wildland Fire Suppression

Date: December 17, 2015

RECOMMENDATION

A motion to approve the attached MOU with the Loomis Fire Protection District

DISCUSSION:

The Loomis Fire Protection District has requested the Town update the MOU between the District and the Town regarding wildland fire suppression.

The Town of Loomis entered into a Memorandum of Understanding (MOU) with the Loomis Fire Protection District on December 10th 2008 to insure that wildland fire protection would continue to be provided to the Town. The MOU provides for first response wildland fire suppression services within the municipal boundaries of Town by the Loomis Fire Protection District.

Further the MOU provides that the Loomis Fire Protection District agrees to respond to wildland fires within the Town in duration of less than 3 hours at no charge to the Town. The MOU has not been updated since it was approved in 2008.

Attached is a new MOU for adoption by the Town. It is identical to the 2008 MOU with the exception of the newly adopted fee schedule. The newly adopted fee schedule would take effect for wildland fire suppression in excess of 3 hours in duration.

CEQA

There are no CEQA issues involved with the MOU.

FINANCIAL IMPLICATIONS

The Town currently budgets \$10,000 annually for Wildland Fire Protection in case of a wildland fire.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF LOOMIS
AND LOOMIS FIRE DISTRICT
CONCERNING WILDLAND FIRE SUPPRESSION**

This Memorandum of Understanding (hereinafter "MOU") is entered into on December 14th 2015 , between the TOWN OF LOOMIS (hereinafter "TOWN"), a general law city and Municipal corporation of the State of California and the LOOMIS FIRE PROTECTION DISTRICT (hereinafter "DISTRICT"), a governmental entity organized and existing under California law.

Section 1. Recitals

A. TOWN is required by the California Public Resources Code to provide wildland fire protection within its municipal limits, which services were provided by other governmental agencies prior to incorporation.

B. TOWN is presently evaluating its options as to how such service can best and most cost effectively be provided, and DISTRICT is evaluating whether the services provided to TOWN unfairly burden those positions of the DISTRICT located in the unincorporated areas of the DISTRICT.

C. TOWN and DISTRICT wish to enter into this agreement to insure that wildland fire protection will continue to be provided to the TOWN during the period of evaluation.

D. DISTRICT cannot and does not routinely respond to wildland fire within other fire districts and no charge will be made to TOWN in the event a mutual aid response is required to support the responding district.

E. TOWN and DISTRICT also wish to evaluate the actual cost of the provision of wildland fire services by DISTRICT to determine whether it is in the best interests of TOWN and DISTRICT to continue the present method of providing wildland fire services.

Section 2. Consideration for Agreement

For and in consideration of the mutual promises herein exchanged, TOWN and DISTRICT mutually agree as set forth below as to the specific and general terms of this memorandum.

Section 3. Special Terms

A. **WILDLAND FIRE SUPPRESSION.** DISTRICT will provide first response wildland fire suppression services within the municipal boundaries of TOWN. For the purposes of this agreement, wildland fire suppression services are defined as:

(a) Lands covered wholly or in part by forests or by trees producing or capable of

producing forest products.

(b) Lands covered wholly or in part by timber, brush, undergrowth, or grass, whether of commercial value or not, which protect the soil from excessive erosion, retard runoff of water or accelerate water percolation, if such lands are sources of water which is available for irrigation or for domestic or industrial use.

(c) Lands in areas which are principally used or useful for range or forage purposes, which are contiguous to the lands described in subdivisions (a) and (b).

B. **MUTUAL AID.** If, after first response, DISTRICT determines that mutual aid must be invoked from the California Division of Forestry or other agencies, DISTRICT is authorized to do so under this agreement.

C. **FEES, CHARGES, AND COLLECTION.** In return for providing first response wildland fire suppression services, DISTRICT shall receive fees equal to the rate of reimbursement set by the *California Fire Assistance Agreement* between the STATE of CALIFORNIA and DISTRICT. DISTRICT is also authorized to pass through any charges made by the California Division of Forestry or other agencies for wildland fire protection services.

DISTRICT and TOWN shall contract out the collection of the above fees and charges. The purposes of the contract shall be to recover all such fees and charges to the maximum extent legally and practically possible from the person or persons responsible for starting the wildland fire. If collecting from the responsible party is not possible, TOWN shall pay the fees and charges subject to the use of the dispute resolution process set forth below.

Section 3 Special Terms

So long as this MOU is in effect, the DISTRICT agrees to respond to wildland fires within the TOWN in duration of less than 3 hours at no charge to the TOWN. The TOWN agrees to pay fees for wildland fires in duration of more than 3 hours. Fire duration time is calculated from the time the call is received until the last DISTRICT resource leaves the incident scene.

D. **AFFIRMATION OF IMMUNITIES.** The purpose of this agreement is to document the application of, and extend the full protection to TOWN and DISTRICT, the immunities for fire protection, suppression, and prevention provided by the Government Code of the State of California. Nothing in this agreement shall be deemed or construed to modify, alter, or waive any immunity, privilege, or defense available to TOWN, DISTRICT, or both.

E. **DURATION OF AGREEMENT.** This agreement shall commence on January 1st 2009, and shall continue on an annual basis thereafter until such time as notice of termination is given.

Section 4. General Terms

A. **CONSTRUCTION.** The Parties acknowledge that each Party and its counsel

have reviewed and revised this MOU and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this MOU.

B. **SEVERABILITY.** If any of the terms, conditions, or covenants contained in this MOU are held to be invalid, any such invalidity shall not affect any other terms, conditions or covenants contained herein which shall remain in full force and effect, unless the circumstances go to the heart of the bargained for exchanges.

C. **GOVERNING LAW.** California law shall govern the interpretation and enforcement of this MOU. The Parties agree and stipulate that venue for any lawsuit premised upon this MOU shall be the Superior Court of the State of California for Placer County, California, unless the circumstances require a different venue in order to assure a fair trial.

D. **TIME OF THE ESSENCE.** Time is expressly declared to be of the essence of this MOU and of every provision hereof in which time is an element.

E. **NOTICE.** Notice shall be provided to each party as follows:

To DISTRICT:
Fire Chief
P.O. Box 606
Loomis, CA 95650

With a copy to:
District Counsel

To TOWN:
Town Manager
P.O. Box 1327
Loomis, CA 95650

With a copy to:
Town Attorney
P.O. Box 1327
Loomis, CA 95650

F. **TERMINATION.** This MOU may be terminated upon ninety (90) days prior written notice by either Party. TOWN shall remit all fees it has collected on behalf of DISTRICT to DISTRICT on or before the effective date of the termination.

G. **ENTIRE AGREEMENT.** This Agreement supersedes any other understandings or agreements, oral or in writing, between the parties herein with respect to the provision of the services set forth in this agreement.

H. **INDEPENDENT CONTRACTORS.** Neither party is authorized nor empowered to act for or represent the other party. Each party agrees not to do or allow any act which would imply apparent authority to act for the other party. The acts to be performed by the parties are strictly and solely in their separate status as independent party contractors.

I. **DISPUTE RESOLUTION.** In the event of a dispute between the parties over the terms of this agreement, or any charge or action made or taken under this agreement the parties shall jointly select an appropriately qualified mediator to assist in resolving the dispute. The costs of the mediator, if any, shall be borne equally by both parties.

If the parties cannot agree on a mediator, the dispute shall be submitted to binding arbitration under the provisions of California Code of Civil Procedure Section 1280 et. seq. If the parties cannot agree on an arbitrator, one shall be appointed by the Presiding Judge of the Placer Superior Court. Any such arbitration shall be conducted in Loomis, California, unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the date first written above.

LOOMIS FIRE PROTECTION DISTRICT

TOWN OF LOOMIS

By: _____
Chris Gibson, Board President

By: _____
, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Adam Brown, District Legal Counsel

By: _____
, Town Attorney

Date: _____

Date: _____

ATTEST:

By: _____
Town Clerk

**EXHIBIT A
FOR RESOLUTION 11 - 2015
A RESOLUTION OF THE LOOMIS FIRE PROTECTION DISTRICT
APPROVING A FEE SCHEDULE FOR SERVICES
PROVIDED TO THE TOWN OF LOOMIS**

California Fire Assistance Agreement

RESOLUTION NO. 11-2015
A RESOLUTION OF THE LOOMIS FIRE PROTECTION
DISTRICT APPROVING A FEE SCHEDULE FOR
SERVICES PROVIDED TO TOWN OF LOOMIS

WHEREAS, this Board finds that certain services are provided within the limits of the Town of Loomis that are not provided outside said Town; and

WHEREAS, this Board finds that the performance of such services to the Town are set forth in a document referred to as a Memorandum of Understanding (MOU) and that the cost of delivering those services has been calculated according to state law provisions regarding costs reasonably borne; and

WHEREAS, this Board has conducted a public meeting at which time such fees for service were considered and determined to be fair, reasonable and accurately reflecting time and expenses incurred; and

WHEREAS, this District does not have accounting staff responsible for receipt of fees for service and the management of records pertaining to such funds, this Board has agreed in the above referred to MOU that the Town staff will be responsible for the collection of fees required from persons receiving such special services as set forth in the MOU and will reimburse this District on a quarterly basis for such services as further provided in said MOU; and

WHEREAS, this Board did direct its staff to prepare an appropriate fee schedule which is attached hereto and identified as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Loomis Fire Protection District Board of Directors that fees for services rendered as set forth in Exhibit A are hereby declared to be approved and adopted until such time cost adjustments require amendment to such fees.

Passed and adopted on this 14 day of December, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Chris Gibson, President

ATTEST: _____
Barbara Leak, District Secretary



September 9, 2015

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY RESPONDERS

SUBJECT: "Amended 2015 Rate Letter to include the July 1, 2015, Federal Emergency Management Agency (FEMA) update to the GPM rates for fire apparatus"

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*) for the period beginning January 1, 2015.

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: **\$34.97** per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): **\$28.42** per hour

NOTE: The above base rates include an overtime component within the developed formula (CFAA, Exhibit A, Pg A-5). As a result, the base rates will not include a time and one half component at invoicing.

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.

Dispatched on or after:	January 1, 2015	July 1, 2015
GPM	Hourly	Hourly
0001-1000	\$70.00	80.00
1001-1250	\$80.00	85.00
1251-1500	\$85.00	91.00
1501-2000+	\$90.00	93.50

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)

POV Rate:

Privately Owned Vehicles:

\$0.575 per mile

September 9, 2015

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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.

MOU/MOA, governing body resolution (GBR) or equivalent requirement:

Exhibit "A", section A-8.2 of the 2015 CFAA requires, any agency seeking reimbursement of personnel for more than actual hours worked on the incident must file an MOU/MOA, governing body resolution (GBR) or equivalent document with Cal OES Fire and Rescue Division, and have it approved by the committee. The MOU/MOA, GBR or equivalent document shall indicate how personnel will be paid. This documentation is due to Cal OES **May 31, 2015**. If an F-42 is submitted, and the above documentation is not on file with Cal OES, the local agency has the option to have Cal OES hold the F-42 for processing for up to **90 days** to allow for the agency seeking reimbursement to submit the necessary documentation. Upon verification that an MOU/MOA, GBR or equivalent document is not on file, Cal OES will notify the local agency in writing. If the local agency does not submit an MOU/MOA, governing body resolution or equivalent document within the allowable 90 days, the F-42 will be processed, and the local agency will be paid for actual hours worked. It should be noted that by placing the F-42 on hold for up to the 90 days allowed to submit the MOU/MOA, GBR or equivalent document, will greatly increase the time to process the claim. This option of providing an MOU/MOA, GBR or equivalent document to Cal OES will sunset **December 31, 2015**, and in no way changes the terms of the 2015 CFAA.

If you have any questions or concerns with the 2015 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,



KIM ZAGARIS
State Fire and Rescue Chief

C: file

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division
2015 SALARY SURVEY / ACTUAL ADMINISTRATIVE RATE
 for the
AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO
THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES
(California Fire Assistance Agreement)

Please complete and/or correct this salary survey information sheet (all fields on this form that pertain to your agency are required or survey may be returned due to lack of information). Return your completed survey as soon as possible to:

California Governor's Office of Emergency Services / Fire and Rescue Division
3650 Schriever Ave Mather, California 95655

Or

FAX: (916) 845-8396

(To ensure receipt of your salary survey, we recommend mailing it to us "Certified with Return Receipt Requested")

Agency 3-Letter MACS I.D.:	LMF
Agency / Department Name:	Loomis Fire Protection District
Physical Address, City, State, Zip:	5840 Horseshoe Bar Road, Loomis, CA 95650
Mailing Address, City, State, Zip:	PO Box 606, Loomis, CA 95650
Telephone Number:	916-652-6813
FAX Number:	916-652-8472
Email Address*:	leak@loomisfire.org
Federally Recognized Tribe? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Federal Fire Dept.? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Dept. of Defense? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

* Email is for the individual responsible for reviewing and processing the Salary Survey, Administrative Rate, and invoices.

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement.

Please provide the hourly "Average Actual Rate" for each classification used by your agency that is reflected in the chart below.

Instructions for completing the Cal OES 2015 Salary Survey / Actual Administrative Rate form.

Classification Title	Base Rates as of 01/01/2015	Avg. Actual Rate (Straight Time) as of: 06/01/2015		Above B/C w/ a MOA/MOU for above Straight Time (OT)		MOU/MOA/GBR for Portal-to-Portal	
				Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Chief	\$34.97 /per hour	\$80.89	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Deputy Chief	\$34.97 /per hour	\$69.80	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Division Chief	\$34.97 /per hour	\$50.47	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Assistant Chief	\$34.97 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Battalion Chief	\$34.97 /per hour	\$37.71	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Co. Officer/Capt./Lt.	\$28.42 /per hour	\$26.25	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
App. Officer/Engineer	\$28.42 /per hour	\$22.84	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Firefighter/FF-PMedic	\$28.42 /per hour	\$18.95	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Actual Administrative Rate** (due by July 1st):		.100				<i>(Enter as Decimal)</i>	
Workers Compensation Insurance Rate:		.069				<i>(Enter as Decimal)</i>	
Unemployment Insurance Rate:		.051				<i>(Enter as Decimal)</i>	
Agency Federal Taxpayer I.D. Number or Federal Employee I.D. Number:		68-0135583					
Agency Data Universal Numbering System (DUNS) Number:		07-874-6479					

NOTE: These rates are not effective until the date they are received by Cal OES.

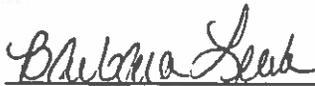
****If your Actual Administrative Rate is on file, you are required to update the rate by July 1st, 2015. After that date, the rate will default back to 10%. If you provide an Actual Admin Rate, you are required to complete an Actual Administrative Rate Calculation Sheet on Page 2.**

What is reported on this form constitutes direct salary costs for employees.

I am the Chief Financial Officer, and I have reviewed the information provided by my Agency/Dept., and certify to the best of my knowledge and belief that this information is correct.

Barbara Leak

Print Name


 Chief Financial Officer Signature

Jun 18, 2015

Date

