

INTERAGENCY AGREEMENT

STD. 13 (REV. 9-89) CDC ELECTRONIC (1/04)

NUMBER

C00.172

THIS AGREEMENT, made and entered into this 1st day of July 20 00,
 by and between the undersigned State Agencies:
 Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom,
 time for performance including the terms, date of commencement and date of completion, and provision
 for payment per (1225 and 8752-8752.1 SAM.)

CDF#7CA98702

Distribution:

Agency providing services
 Agency receiving services
 Department of General Services
 (unless exempt from DGS approval
 Controller

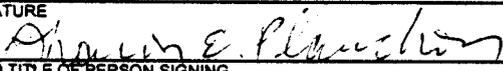
The Department of Forestry, Fire Protection, hereinafter referred to as CDF, agrees to provide Radio operation and maintenance for the Department of Corrections hereinafter referred to as CDC. All performance shall be in accordance with the following which are hereby incorporated by reference and made a part of this agreement:

Attachment A - Scope of Services
 Attachment B - General Terms and Conditions
 Attachment 1 - Radio Location
 Attachment 2 - Rate Sheet

The term of this agreement shall be from July 1, 2000 through June 30, 2002.

The total amount payable under this agreement shall not exceed Sixty-Nine Thousand Four Hundred Eighty Two Dollars and Ninety-Two Cents (\$69,482.92).

(Continued on 9 sheets which are hereby attached and made a part hereof)

| | |
|---|--|
| NAME OF STATE AGENCY RECEIVING SERVICES DEPARTMENT OF CORRECTIONS | NAME OF STATE AGENCY PROVIDING SERVICES DEPARTMENT OF FORESTRY AND FIRE PROTECTION |
| CALLED ABOVE (SHORT NAME) CDC | CALLED ABOVE (SHORT NAME) CDF |
| AUTHORIZED SIGNATURE  | AUTHORIZED SIGNATURE  |
| PRINTED NAME AND TITLE OF PERSON SIGNING SHARON PLANCHON, Chief (A), CMB | PRINTED NAME AND TITLE OF PERSON SIGNING GLEN NEWMAN, DEPUTY DIRECTOR, FIRE PROTECTION |
| FUND NUMBER AND NAME | FUND NUMBER AND NAME |

Department of General Services
Use Only

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services approval per DGS exemption Letter #45.

By: Sharon E. PlanchonDate: 5/17/01

INTERAGENCY AGREEMENT

STD. 13 (REV. 9-89) CDC ELECTRONIC (1/94)

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

C00.172

| | | | | |
|---|--|----------------------|------------------------------|-------------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$34,741.46 | PROGRAM/CATEGORY (CODE AND TITLE) Support - Clearing | | FUND TITLE General | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0 | (OPTIONAL USE) 2110/24030 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$34,741.46 | ITEM (5280) 5240-001-0001 | CHAPTER 52 | STATUTE 2000 | FISCAL YEAR 2000/01 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 256 | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | |
| SIGNATURE OF ACCOUNTING OFFICER X <i>Suzanne Hill</i> | | | DATE 5/01/01 | |

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS

SCOPE OF SERVICES

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Contract Number C00.172
CDF # ~~76A00670~~ ^{Am}
7CA98702

PROVISIONS

The Department of Forestry, Fire Protection (CDF) shall provide Radio operation and maintenance for the Department of Corrections (CDC). The following provisions shall apply:

- A. CDC shall reimburse CDF for the cost of installation of radios and all costs for continuing maintenance. Maintenance priority on these radios will be the same as CDF radios that are located within the camp operation. Any additional radios shall be added to Attachment 1 by amendment to this agreement. Costs shall be computed in accordance with Sections 8752 et.seq. of the State Administration Manual. Upon completion of these services, CDC shall pay CDF an amount not to exceed that which is shown in Attachment 2, Rate Sheet. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3.
- B. Part 1. Division 3, Title 2, Government Code. The amount listed may increase due to amendment of Attachment 1 or due to Department of General Services radio service rate increases.
- C. Radio allocation for each camp is based on the number of fire crews fielded by the camp as follows:
 1. Camps with five (5) or more fire crews – 3 radios.
 2. Camps with four (4) or fewer fire crews – 2 radios.
- D. The radio equipment shall be and remain the property of CDF, and the State shall be the licensee pursuant to all applicable Federal Communications Commission rules and regulations, and in the use of the CDF Radio License KA 3134.

- E. It is understood by both departments that this radio equipment loan is temporary, pending development of a CDC radio system.
- F. CDC agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications Commission and operating procedures established by CDF. In the event of any violation by CDC of such rules and regulations or of any other law respecting the operation of said equipment, CDF may terminate this agreement.
- G. CDF agrees to replace existing radios with more modern units as they become available.
- H. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

OPERATION POLICY

- A. The CDF hereby authorizes CDC employees to operate the subject radio equipment for test purposes, system reliability checks, and restricted operational use, after CDF has provided training to CDC personnel at camp.
- B. Frequency configuration will require prior approval through CDF channels (Range Unit, Region Office, Sacramento HQ) by the Deputy Director for Fire protection.
- C. Types of use allowed:
 - 1. Emergency.
 - 2. Responding to an accident.
 - 3. Incident communications.
 - 4. Routine state business related to the operation of the joint CDF/CDC camp program.
 - 5. Camp security related incidents, with prior approval of the local ranger unit, Emergency Command Center (ECC).

6. Other official communications as approved in the facility radio operation guide, and approved by the local ECC.
- D. Utilization of the equipment covered by this agreement will be for official communications only.
- E. For CDC related emergency communications, such as may be required for walkaway, searches, disturbance control, etc. the Camp Commander, or designee shall first request the assignment of one of the approved radio plan frequencies. Failure to coordinate frequency use with CDF ECC may result in revocation of this agreement. CDC shall contact the ranger unit ECC when their mission is completed to release the frequency back to the control of the ranger unit ECC.
- F. The event of any violation of procedure or use of listed radios or frequencies may cause the revocation of the use of equipment and or the frequency to the respective offending camp or main facility, without the termination of this agreement in its entirety. Any revocation shall be accomplished in accordance with written direction by the Director of CDF to the Director of CDC.
- G. In order to assure uniformity of operation, CDC at each camp or facility shall with the assistance of CDF, prepare and implement a RADIO OPERATION PROCEDURE. Three copies of this procedure will be prepared, with one copy being held on file at the facility where the procedure was developed. The other two copies will be sent to the CDF ranger unit and region office having jurisdictional responsibility. The plan must have the prior approval of the appropriate CDF Region Chief before any operation of listed equipment or frequencies may occur. Once approved by the Region Chief, one approved copy will be returned to the camp or facility. The approved procedure will be reviewed during CDF and CDC management review.
- H. Pursuant to Section 895.4 of the Government Code and in recognition of the fact that CDC is to have the actual operating control of said equipment, CDC agrees to indemnify CDF and its officers and employees against any and all liability arising out the performance of this agreement which may be imposed on CDF by any law, including Section 895.2.
- I. Conservation Camp radios that are purchases and/or owned by CDC, during the life of this contract, will be maintained by CDC and operated under the CDF Radio License KA 3134 as stipulated in Item D of the Provisions section.

CONTACTS

The contact persons for the agreement are:

CDC

Lt. Steve Berra
Phone (916) 324-1653
(Technical Issues)

CDF

Mr. Steve Wallace
Phone (916) 653-6622

Chief Rich Green
Phone (916) 653-9728
(Operational Issues)

STATE OF CALIFORNIA
Department of Corrections

GENERAL TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY & FIRE PROTECTION

Contract No. C00.172

INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, CDC agrees to compensate CDF in accordance with the rates specified in this agreement, Attachment 2, Rate Sheet.

Invoices shall include the Contract number and be submitted quarterly in arrears in triplicate to:

California Department of Corrections
Headquarters Accounting Services
P. O. Box 187018
Sacramento, CA 95818

Failure to submit invoices in a timely manner could result in lengthy delays in receiving payments or the possible disencumbrance of appropriated funds.

The State's obligations under this contract are contingent upon and subject to the availability of funds appropriated each fiscal year for this contract.

ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed. A Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

AUDITS

The State or any of its duly authorized representatives will perform periodic financial and operational reviews to determine compliance with contract provisions and shall have access and right to examine, audit, excerpt, or transcribe any books, documents, papers and records of the Contractor which in the opinion of the State may be related or pertinent to the contract.

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the contract (Government Code Section 8546.7). The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

RIGHT TO TERMINATE

This agreement may be terminated by either party by giving 30 days prior written notice and shall be concurrent with that of the Federal Communications Commission license to be issued to CDF in respect of said equipment.

However, the contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

DISPUTE CLAUSE

The parties hereto mutually agree that the resolution of any claims or disputes arising under this contract shall be resolved pursuant to the provisions of the California Department of Corrections Operations Manual.

AMENDMENTS

Any modification to this Agreement **MUST** be in writing, signed by both parties, and approved in accordance with the laws of the State of California.

This contract may be amended to extend the term if it is determined to be in the best interest of the State. The Contractor agrees to provide services for the extended period at the rates specified in the original contract. The amendment will be in writing and signed by both parties.

Department of Forestry & Fire Protection
 Department of Corrections

ATTACHMENT 1

| CAMP | # | INST | UNITS | AREA |
|-------------------|----|------|-------|-----------------|
| ALDER | 20 | CCC | 3 | KLAMATH |
| CHAMBERLAIN CREEK | 17 | CCC | 3 | FORT BRAGG |
| DELTA | 8 | CCC | 3 | SUISUN CITY |
| EEL RIVER | 31 | CCC | 3 | REDWAY |
| HIGH ROCK | 32 | CCC | 3 | WEOTT |
| KONOCTI | 27 | CCC | 3 | CLEAR LAKE |
| PARLIN FORK | 6 | CCC | 3 | FORT BRAGG |
| ANTELOPE | 25 | CCC | 3 | SUSANVILLE |
| DEADWOOD | 23 | CCC | 3 | FORT JONES |
| DEVILS GARDEN | 40 | CCC | 3 | ALTURAS |
| INTERMOUNTAIN | 22 | CCC | 3 | BEIBER |
| ISHI | 18 | CCC | 3 | PAYNES CREEK |
| SALT CREEK | 7 | CCC | 3 | PASKENTA |
| SUGAR PINE | 9 | CCC | 3 | BELLA VISTA |
| TRINITY RIVER | 3 | CCC | 3 | LEWISTON |
| VALLEY VIEW | 34 | CCC | 3 | ELK CREEK |
| BAUTISTA | 36 | SCC | 3 | HEMET |
| CUESTA | 24 | CMC | 3 | SAN LUIS OBISPO |
| FENNER CANYON | 41 | SCC | 3 | VALYERMO |
| NORCO | 39 | CRC | 2 | NORCO |
| OAK GLEN | 35 | SCC | 3 | YUCAIPA |
| OWNS VALLEY | 26 | SCC | 3 | BISHOP |
| McCAIN VALLEY | 21 | SCC | 3 | BOULEVARD |
| PILOT ROCK | 15 | SCC | 3 | CRESTLINE |
| PRADO | 28 | SCC | 3 | CHINO |
| PUERTA LA CRUZ | 14 | SCC | 3 | WARNER SPRINGS |
| RAINBOW | 2 | SCC | 3 | FALLBROOK |
| BASELINE | 30 | SCC | 3 | JAMESTOWN |
| GABILAN | 38 | SCC | 3 | SOLEDAD |
| GROWLERSBURG | 33 | SCC | 3 | GEORGETOWN |
| MIRAMONTE | 5 | SCC | 3 | MIRAMONTE |
| MOUNTAIN HOME | 10 | SCC | 3 | SPRINGVILLE |
| VALLECITO | 1 | SCC | 3 | ANGELS CAMP |
| | | | 98 | |

RATE SHEET

Fiscal Year 2000/01

| | |
|--|-------------|
| Unit Cost per Radio | \$ 319.00 |
| Number of Radios | 98 |
| Subtotal | \$31,262.00 |
| Indirect Cost @11.13% (CDF Admin charges) | \$ 3,479.46 |
| Total for FY 2000/01 | \$34,741.46 |

Fiscal Year 2001/02

| | |
|-----------------------|-------------|
| Unit Cost per Radio | \$ 319.00 |
| Number of Radios | 98 |
| Subtotal | \$31,262.00 |
| Indirect Cost @11.13% | \$ 3,479.46 |
| Total for FY 2001/02 | \$34,741.46 |

TOTAL **\$69,482.92**

Maintenance cost for each radio is to be prorated from date of installation. All cost shall be in accordance with rates charged by the Department of General Services.

Billing will be quarterly with payments not to exceed \$8,685.37 each quarter. The total amount of this contract shall not exceed Sixty Nine Thousand, Four Hundred Eighty Two Dollars and Ninety-Two Cents (\$69,482.92).