

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT MUTUAL AID WILDLAND TRAINING EXERCISE  
BY THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
AND THE ALAMEDA COUNTY AND CONTRA COSTA COUNTY FIRE CHIEFS TRAINING OFFICERS  
ASSOCIATION**

**I. PARTIES TO AGREEMENT**

The Parties to this Agreement are the Counties of Alameda and Contra Costa Fire Chiefs Training Officers Association (hereinafter "TRAINING CHIEFS"), the Chabot-Las Positas Community College District (hereinafter "COLLEGE DISTRICT") and the "WILDLAND 2010" event coordinator (hereinafter "INCIDENT COMMANDER").

**II. PURPOSE OF AGREEMENT**

To enable the TRAINING CHIEFS, to present in cooperation with the COLLEGE DISTRICT, delivery of a Professional Training Course involving a Live Fire Exercise (hereinafter "WILDLAND 2010") to be held at Camp Parks Military Reserve located in Dublin, California: as authorized by the Alameda County and Contra Costa County Fire Chiefs Associations with representation by the California State Emergency Management Agency-CAL EMA (formerly known as the California Office of Emergency Services – OES) within Region II. COLLEGE DISTRICT shall provide trainee registration and certified instructor, and the TRAINING CHIEFS shall provide the necessary facilities, assistant instructors, support staff, trainee recruitment, supervision, education, evaluation, as is described herein, and upon the terms and conditions set forth in Exhibits A, B, and C attached hereto.

**III. TERMS AND CONDITIONS**

- A. The TRAINING CHIEFS shall establish and operate two separate dates of instruction, June 23 and June 24, 2010, associated with established curriculum described herein for "WILDLAND 2010", in cooperation with the COLLEGE DISTRICT.
- B. During the first contract year, the TRAINING CHIEFS and the COLLEGE DISTRICT shall review performance and financial impacts of the initial one year contract period and evaluate and review enrollments and budgets for the coming year. Should the situation warrant, either party may agree that the contract shall be endorsed for renewal or to be terminated.
- C. The PROGRAM COORDINATOR for the Las Positas College Fire Service Technology Program or his or her designated Adjunct Faculty Member shall oversee the daily administrative operations and actual implementation of the Course described herein (FST 200, "Wildland Fire Fighting-Live Exercise") as identified with WILDLAND 2010. The Program Coordinator, or his/her designee, shall be at CAMP PARKS at all times when the WILDLAND 2010 course described herein is being offered. The Program Coordinator or his/her designee shall be the instructor of record for the Course described herein (FST 200, "Wildland Fire Fighting-Live Exercise") and shall coordinate all daily administrative and course implementation activities during WILDLAND 2010 in cooperation with the designated INCIDENT COMMANDER OF WILDLAND 2010. The TRAINING CHIEFS shall identify the INCIDENT COMMANDER OF WILDLAND 2010 to the COLLEGE DISTRICT prior to WILDLAND 2010.
- D. The COLLEGE DISTRICT Dean of Academic Services, or other designee of the COLLEGE DISTRICT President, shall oversee the acts and obligations described herein, in cooperation with the INCIDENT COMMANDER. The COLLEGE DISTRICT shall designate and identify its representative in and by written notice to the TRAINING CHIEFS.
- E. The parties agree to designate WILDLAND 2010 trainees as "affiliated". Affiliated trainees are those affiliated with or sponsored by recognized public and private Fire Service Agencies. Affiliation is described herein as a pre-requisite of the training course of WILDLAND 2010.

F. The TRAINING CHIEFS agree to perform the following functions:-

1. Provide and furnish all instructional and training facilities, supplies and equipment at no cost to the COLLEGE DISTRICT;
2. Arrange for its own schedule and collection of administrative fees for trainees and arrange for its own schedule and collection of reasonable supplies and equipment fees, if any.
3. Develop, post and distribute all written course materials and any and all orientation materials required by the COLLEGE DISTRICT, including the distribution, collection and maintenance of secure record keeping of appropriate orientation and notice-consent forms, if any, that the COLLEGE DISTRICT shall require reviewed and signed by each trainee;
4. Provide to all trainees written notice devised by the parties specifying that any and all trainee discipline shall follow WILDLAND 2010 rules and standards of conduct solely and exclusively without allowance of any resort or appeal whatsoever to COLLEGE DISTRICT student disciplinary policies;
5. Recruit, screen, recommend, orient, train, schedule, supervise and discipline, pursuant to TRAINING CHIEFS and WILDLAND 2010 rules and standards of conduct, all instructors and experts hired by the TRAINING CHIEFS and at the sole expense of their respective Fire Services Agencies, for WILDLAND 2010;
6. Maintain minimum enrollment, minimum hours of instruction and all mandated reporting for each of the WILDLAND 2010 course training dates as required by this Agreement Exhibits A and B attached hereto;
7. Recruit, train, and employ qualified assistant instructors for the course herein offered during WILDLAND 2010, the term of this Agreement at TRAINING CHIEFS and their respective Fire Service Agencies sole expense;
8. Recruit, train, employ at sole expense, from respective Fire Agencies and represented through the TRAINING CHIEFS, any and all support staff which TRAINING CHIEFS shall require to operate the WILDLAND 2010 Course.
9. "Trainees" of respective Fire Service Agencies will be protected by Workers' Compensation Insurance solely at the cost of their respective Fire Service Agencies. This shall include protection at the expense for all Fire Service Agency employees assigned to WILDLAND 2010 as representatives of the TRAINING CHIEFS whose work is related to the support functions of WILDLAND 2010. TRAINING CHIEFS waive no rights of subrogation against COLLEGE DISTRICT to the extent COLLEGE DISTRICT causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein; and

G. In consideration, the COLLEGE DISTRICT agrees to perform the following functions:

- 1.. College District shall register all trainees on the first day of class pursuant to law (reference: Education Code section 76300, as such may be amended). Registration packets shall be delivered to the College on the day of each class session;
2. Provide Workers' Compensation Insurance solely at COLLEGE DISTRICT'S own cost and expense for all instructors and experts hired by COLLEGE DISTRICT pursuant to the terms and conditions of this Agreement, though the parties agree that in so doing, COLLEGE DISTRICT waives no rights of subrogation against Specific Agencies represented as participants and the Contra Costa and Alameda County Training Officers Associations (Training Chiefs) whom causes or contributes to any loss or

damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein;

3. Appoint a program liaison who shall communicate regularly with the TRAINING CHIEFS pertaining to all issues addressed in TRAINING CHIEFS status reports and liaison review specified herein.

#### IV. PAYMENT FOR SERVICES

- A. In consideration for the services provided as described herein COLLEGE DISTRICT shall pay the TRAINING CHIEFS the amount designated in Exhibit C for each student contact day eligible for state general apportionment during the term of this contract.
- B. The COLLEGE DISTRICT shall pay the TRAINING CHIEFS upon submission of valid invoices. Invoices shall be provided to the COLLEGE DISTRICT within twenty (20) working days of the conclusion of WILDLAND 2010. Payment shall be made in full within thirty (30) days of the COLLEGE DISTRICTS receipt of a valid invoice for each day the course is provided; as set forth in Exhibits B and C.
- C. The parties agree that they shall each cooperate with the other diligently and in good faith to resolve any discrepancy that may arise in attendance and related computations essential for submission of any application for state apportionment and the determination of the total administrative fee.

#### V. DURATION OF AGREEMENT

- A. This Agreement, although made and entered into upon its execution and ratification by the parties, shall be effective on the first day of June, 2010, and shall terminate on May 31st, 2011 unless sooner terminated as provided herein.
- B. This Agreement may be terminated by either party, at its sole discretion, upon sixty (60) days advance written notice to the other and may be canceled immediately by written mutual consent.
- C. If, in the course of negotiating a mutually agreed upon renewal to this contract, the parties have not completed negotiations by the termination date of this contract, the terms and conditions of this contract will remain in place until the new contract takes effect.

#### VI. NON-DISCRIMINATION

The parties agree that they each shall comply with the Americans with Disabilities Act and Title VII of the Civil rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit, factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

#### VII. DRUG FREE WORKPLACE

COLLEGE DISTRICT and COLLEGE DISTRICT'S employees acting pursuant to this Agreement shall comply with the COUNTY'S policy of maintaining a drug-free workplace. COLLEGE DISTRICT employees acting pursuant to this Agreement shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If, during the term of this Agreement, any COLLEGE DISTRICT employee who acts or is acting pursuant to this Agreement, is convicted or plead nolo contendere to a criminal drug statute violation, the COLLEGE DISTRICT shall notify the TRAINING CHIEFS or TRAINING CHIEFS designated representative, within five days of its notice of said occurrence.

#### VIII. ASSIGNMENT OF CONTRACT

Nothing contained in this agreement shall be construed to permit any party hereto to assign or transfer any rights under this Agreement and any such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the parties to this Agreement.

#### IX. EMPLOYER/EMPLOYEE RELATIONSHIP

- A. It is expressly understood and agreed by the parties hereto that no relationship of employer and employee is created by this Agreement respecting the COLLEGE DISTRICT and TRAINING CHIEFS, or vice versa. COLLEGE DISTRICT is an independent division of the State of California incorporated wholly separate and distinct from the COUNTY FIRE TRAINING CHIEFS ASSOCIATION, an independent entity, which such latter, wholly separate entity includes the ALAMEDA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and the CONTRA COSTA COUNTY FIRE TRAINING CHIEFS ASSOCIATION all employees hired and paid by either COUNTY or independent Fire Agency representatives.
- B. Under the terms and conditions of this Agreement, COLLEGE DISTRICT provides "contract education services" pursuant to Education Code sections 78020-78922 and therefore does not create an employer-employee relationship thereby with COUNTY FIRE TRAINING CHIEFS ASSOCIATION as a matter of law. Consistent with Education Code section 78022, neither do COLLEGE DISTRICT recruited and COLLEGE DISTRICT employed instructional faculty of the course herein for WILDLAND 2008, hired and paid by COLLEGE DISTRICT pursuant to the aforesaid statute, constitute employees of the TRAINING CHIEFS and or their representative Fire Service Agencies, but represent COLLEGE DISTRICT employees exclusively as function of law. Accordingly, it is expressly understood and agreed by the parties hereto that the COLLEGE DISTRICT, and COLLEGE DISTRICT employees providing administrative services hereunder pursuant to Education Code section 78920-22, and COLLEGE DISTRICT employees hired by COLLEGE DISTRICT pursuant to Education Code section 78022 to satisfy instructional staffing needs at the Academies as specified hereunder, are employees exclusively of the COLLEGE DISTRICT and not of the COUNTY.

#### X. INDEMNIFICATION AND HOLD HARMLESS

- A. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify and hold harmless the ALAMEDA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and the CONTRA COSTA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and their respective Fire Service Agencies and their officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, or any part thereof, for any negligent act or omission of the DISTRICT, its sub-contractors or anyone directly or indirectly employed by the DISTRICT ( collectively "Liabilities").
- B. To the fullest extent permitted by law, the COUNTY shall defend, indemnify and hold harmless the DISTRICT and its officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, or any part thereof, for any negligent act or omission of the ALAMEDA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and the CONTRA COSTA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and their respective Fire Service Agencies, their sub-contractors or anyone directly or indirectly employed by the ALAMEDA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and the CONTRA COSTA COUNTY FIRE TRAINING CHIEFS ASSOCIATION and their respective Fire Service Agencies ( collectively "Liabilities").

#### XI. NOTICE OF AMENDMENTS

- A. Unless specified otherwise herein, notice shall be transmitted in writing and shall be deemed delivered upon mailing or hand delivery.
- B. This Agreement may only be changed, altered or modified by written amendment signed and dated by the parties hereto.

## XII. INTEGRATION CLAUSE

This Agreement represents the entire and integrated agreement between the parties regarding the subjects of the WILDLAND 2010, Live Fire Exercise Course. It is expressly agreed that all of the terms and conditions of this Agreement are included herein and no verbal agreements of any kind shall be binding upon the parties. Accordingly, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and covering the same subject matter as is addressed herein.

(END OF PAGE 5)

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date and year first above written.

COUNTY OF ALAMEDA

CHABOT-LAS POSITAS COLLEGE COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Kevin Johnston  
President-Alameda County  
Fire Training Chiefs Association  
Emeryville Fire Department

By: \_\_\_\_\_  
Joel L. Kinnamon, Ed.D.  
Chancellor, Chabot-Las Positas  
Community College District

By: \_\_\_\_\_  
Ron Martin  
President-Contra Costa County  
Fire Training Chiefs Association  
Contra Costa County Fire Protection District

By: \_\_\_\_\_  
DeRionne P. Pollard, Ph.D.  
President, Las Positas College

Approved as to form:

Approved as to form  
Counsel to College District

By: \_\_\_\_\_  
Randy Erickson  
Attorney at Law

By: \_\_\_\_\_  
Robert Kratochvil  
Vice President, Administrative Services

By: \_\_\_\_\_  
Lorenzo Legaspi  
Vice Chancellor of Business Services

By: \_\_\_\_\_  
Neal Ely, Ph.D.  
Dean of Math, Science, Engineering &  
Public Safety

## EXHIBIT A

### MINIMUM INSTRUCTIONAL HOURS AND MINIMUM ENROLLMENT REQUIREMENTS

1. TRAINING CHIEFS shall enroll a minimum of 150 hundred (150) trainees per each training program session day by the first day of instruction on June 23<sup>rd</sup> and June 24<sup>th</sup>, 2010 to receive any FTES revenue share for student enrollment and associated contact hours from COLLEGE DISTRICT. Revenue sharing for trainees shall be made by COLLEGE DISTRICT at the rates set forth in Exhibit C.
2. Minimum Instructional hours for each program day shall be at a total of eight (8) hours of contact per trainee. Curriculum course requirements are set at four (4) hours of Lecture and four (4) hours of Lab.
2. TRAINING CHIEFS shall notify COLLEGE DISTRICT in writing in advance if it seeks to institute any change in the course curriculum requirements which would result in amending the minimum total instructional hours. Should the COLLEGE DISTRICT agree to the amendment, COLLEGE DISTRICT shall sign the writing and the parties shall incorporate the same as an attachment hereto. The new minimum instructional hours standard shall be effective upon the date so indicated in the signed amendment that shall be attached hereto.

(END OF EXHIBIT A)

## EXHIBIT B

### RECORD KEEPING, REPORTING, ADMINISTRATIVE AND COMPUTATIONAL PROCEDURES RELATING TO DETERMINATION AND PAYMENT OF ADMINISTRATIVE FEE TO TRAINING CHIEFS

1. COLLEGE DISTRICT and its representative shall record and maintain reports of daily attendance and instructional hours per trainee relating to each instructional program course day (hereinafter, "daily attendance report"). The reports shall be compiled in a form and manner to be prescribed by the COLLEGE DISTRICT.
  
4. COLLEGE DISTRICT shall review and process each cumulative daily attendance report for submission and application for state apportionment in keeping with its general policies and procedures regarding such administrative function. The parties acknowledge this process entails a collaborative process in which TRAINING CHIEFS must be available to review processed records and answer reasonable queries and provide final approvals in order to expedite the process. Accordingly, the parties hereby agree that TRAINING CHIEFS and COLLEGE DISTRICT shall cooperate and settle upon a routine and set of procedures as shall be reasonably necessary to enable COLLEGE DISTRICT to process the daily attendance reports effectively and efficiently, as the following so describes generally:
  - 4.1 The final enrollment materials from each delivery day of the course described herein shall be returned to the COLLEGE DISTRICT by the Las Positas College Fire Service Technology Program Coordinator or his /her designee. A Roster will be generated for each course delivery day from the enrollment applications and will be provided to the COLLEGE DISTRICT Dean of Academic Services or other designee named by the College District President for their approval and designated signature. Thereupon, the Dean or other designee of the COLLEGE DISTRICT President shall order payment at the rate(s) set forth in Exhibit C.

The rate of payment for Academy will be determined by calculating the total number of trainees in attendance on the day of instruction for each WILDLAND 2010 training date. Payment at the rates set forth in Exhibit C for each student contact day shall be rendered for each trainee completing each WILDLAND 2010 course.

(END OF EXHIBIT B)



**EXHIBIT C**

<b>Billing Rates</b>	
Two (2) Sessions "Wildland 2010": "Wildland Firefighting – Live Fire Exercise" Fire Service Technology 200	\$2.50 per student for 200 or more enrolled students per session day \$2.00 per student for 150-199 enrolled students per session day
	* No Revenue sharing will occur with enrollments less than 150 students per session day as per Exhibit A, Item 1 of Contract

(END OF EXHIBIT C)

**EXHIBIT D**

Attached

INSTRUCTIONAL COURSE OUTLINE

WILDLAND 2010

FST 200

“WILDLAND FIREFIGHTING – LIVE FIRE EXERCISE”

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**Course Outline for Fire Service Technology 200  
WILDLAND FIRE FIGHTING-LIVE FIRE EXERCISE**

**I. CATALOG DESCRIPTION:**

FST 200 — WILDLAND FIRE FIGHTING-LIVE FIRE EXERCISE — Non-Credit

Wildland Fire Fighting, a live fire exercise, with emphasis on wildland fire behavior and utilization of effective control and suppression techniques. Additional emphasis on ICS organization and applications, weather influence, equipment usage, firing operations, dozer applications, hand tool applications, and firefighter safety associated with a Wildland Fire Incident. Student must have current membership within a recognized Fire Service Agency. 4 hour lecture and 4 Hour Laboratory total.

**II. NUMBER OF TIMES COURSE MAY BE TAKEN FOR CREDIT: No Limit**

**III. PREREQUISITE AND/OR ADVISORY SKILLS:**

**IV. MEASURABLE OBJECTIVES:**

Upon completion of the course, the student should be able to:

- A. utilize wildland terminology;
- B. demonstrate wildland firefighter safety;
- C. utilize wildland tools and suppression equipment;
- D. demonstrate understanding of basic wildland fire behavior;
- E. demonstrate understanding of ICS organizational structure;
- F. demonstrate appropriate fire control and suppression techniques;
- G. utilization of appropriate PPE's and safety equipment.

**V. CONTENT:**

- A. Suppression organization and methods
  - 1. Equipment
    - a. Fire Apparatus
    - b. Air Attack - Helitack
    - c. Hand tools
    - d. Fire hose
    - e. Heavy equipment, Dozers
    - f. Communications-Radios
    - g. Firing equipment
- B. Fire behavior
  - 1. Fuel
  - 2. Weather
  - 3. Topography
- C. Extinguishing agents
  - 1. Water
  - 2. Class "A" Foam
  - 3. Surfactants (Wetting Agents)
  - 4. Dirt
- D. Strategy
  - 1. Response

2. Size-up
3. Rescue
4. Exposure
5. Attack methods
  - a. Direct Attack
  - b. Indirect Attack
  - c. Pincer Action
  - d. Tandem Attack
  - e. Envelopment Action
6. Confine
7. Extinguishment
8. Mop-up (overhaul)
9. Patrol
- E. Fire organization
  1. Planning
  2. Fire line
  3. Support
  4. Base
  5. Staging
  6. Check-in
  7. Communications
  8. Demobilization
  9. Medical Group
  10. Training Specialist
- F. Fire safety
  1. Line organization
  2. Personal
- G. Personal protective equipment
- H. Fire shelters
- I. Urban interface hazards
- J. Safety
  1. Aircraft Safety
  2. Dozer Safety
  3. Heat Stress
  4. Escape Routes
  5. Safety Zones
- K. Tools and equipment
- L. Fire Suppression Techniques
  1. Progressive Hose Lays
  2. Hand Tools
  3. Mobile Attacks
- M. Firing Techniques
  1. Line Firing
  2. Strip Firing

**VI. METHODS OF INSTRUCTION:**

- A. Group discussion
- B. Incident Action Plan
- C. Practical field applications
- D. Live fire exercises

**VII. TYPICAL ASSIGNMENTS:**

- A. Students will be able to develop wildland interface scenarios and the procedures to size up, contain, extinguish and overhaul.
- B. Students will be able to demonstrate in field exercises the proper use of tools and equipment.

- C. Students will demonstrate proper extinguishment methods using available means and equipment.
- D. Students will utilize appropriate ICS applications and organization.
- E. Students will utilize proper terminology and appropriate communications applications via radio.

**VIII. EVALUATION:**

- A. Satisfactory completion of assignments utilizing safe techniques completed through immediate interaction with instructor during observed performance and corrected tasks assigned.

**IX. TYPICAL TEXTS:**

- A. Perry, *Wildland Fire Fighting*, IFSTA Fire Publication, IFFTA, 4<sup>th</sup> (Edition. Reference for Instructor)

**X. OTHER MATERIALS REQUIRED OF STUDENTS: None**

Creation Date: 3/08

Revision Date: 4/09

Date approved by Curriculum Committee:

Effective Date: Summer 2009