



MEETING DATE: June 4, 2025

AGENDA ITEM: 11. Approve Agreement with Paul Roen for Fire Bulldozer Services for OES Propositions

FROM: Jack Rosevear

RE: Authorization to Approve and Agreement with Paul Roen for Bulldozer Services during Critical Fire Weather

REQUESTED BOARD ACTION:

Review and approve the proposed agreement, created by District Legal Counsel, which allows utilization of a Paul Roen firefighting bulldozer for no cost to the District, funded by the OES Preposition Budget.

BACKGROUND:

The Fire District participates in OES preposition funding, which occurs on critical fire weather days. Last year we participated in seven prepositions, based on an OES approval process which evaluates higher level of critical fire weather (winds & lighting potential). The Gold Complex, last July, could have had devastating effects on the City of Portola and the Gold Mountain area.

OES approves other types of equipment for preposition, which they will reimburse, when weather conditions are justified. Equipment types include bulldozers, helicopters, hand crews and additional overhead. For critical storm weather, OES allows swift water rescue teams, boats, high water vehicles, etc.

I made inquiry with OES Fire/Rescue Command Staff and they verified that the addition of a bulldozer on our prepositions would be accepted and reimbursed. The reimbursement rates are found in the CFAA master contract, which includes a formula how to calculate a rate for specialized equipment.

Paul Roen owns heavy equipment and fire-rated bulldozer, some of which he uses on contract the the US Forest Service, Tahoe National Forest. Fire rate bulldozers are inspected and have to possess a minimum safety compliment, which includes rated canopy for rollover protection, fire curtains for potential burn over, radio communications and specially certified operators.

Paul Roen has agreed to place a bulldozer and transport truck within our Fire District (Station 5 area) to preposition with other District apparatus, during critical fire weather, with extra staffing approved by Cal OES. The bulldozer would be considered a BPPFD resource, for the purpose of recognition and reimbursement by OES. The daily rate for the bulldozer and transport truck would be entered into the OES MARS system, as are BPPFD apparatus. Personnel and equipment rates are pre-loaded into the system, which makes creating an invoice very quick and easy.

Paul Roen would be paid by the District as a 10-99 vendor, when the District receives payment for the preposition. The District would retain the administrative fee applied to the invoice, which is calculated at 15% of the total approved invoice.

The operational effect of having a bulldozer immediately available for an initial attack fire cannot be overstated. The closest USFS dozers respond from Doyle and Oroville, if they are available. Cal Fire responds from the Tahoe Basin and Susanville. This addition will give us enhanced initial attack firefighting capability with no additional cost to the District.

The agreement was developed by District Counsel Josh Nelson and is attached. Adequate insurance coverage and release of liability for the District will be included.

FISCAL IMPACT:

There is no negative fiscal impact to the District when the charges are authorized and paid by the State of California. The District receives reimbursement from OES for administrative duties related to maintaining the contract and putting together information from which OES develops an invoice to reimburse the District. Paul Roen will be paid when the District is paid by OES.

IMPACTS TO THE CUSTOMER:

Positive impacts to the customer with the additional firefighting capability of the District. The bulldozer is an important tool for removing fuel from a fire. The District's ability to save homes is significantly increased when a bulldozer can be utilized right away with our fire engines and crews.

RECOMMENDATION:

Approve the agreement as submitted. Enter the rate information into the OES-MARS accounting system so the bulldozer resource can be added to the District's prepositions, as soon as possible.

ATTACHMENTS:

- A. BPPFD - PROFESSIONAL SERVICES AGREEMENT - BULLDOZER-C1 (1)
- B. BULLDOZER AGREEMENT EXHIBIT B

**BECKWOURTH PEAK FIRE PROTECTION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH PAUL ROEN**

1. PARTIES AND DATE.

This Professional Services Agreement (this “**Agreement**”) is made and entered into as of June 4, 2025 (the “**Effective Date**”) by and between the BECKWOURTH PEAK FIRE PROTECTION DISTRICT, a fire protection district organized and operating under the laws of the State of California with its principal place of business at 180 Main Street, Beckwourth, CA 96129 (the “**District**”), and PAUL ROEN, an individual (hereinafter referred to as “**Consultant**”). District and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the resource order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (the “**Resource Order**”). Consultant represents that it is experienced in providing all of the professional services listed in the scope of services provided for in **Exhibit “A”** to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “**Project**” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the market research services necessary for the Project (the “**Services**”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the District Resource Order issued by the District’s Fire Chief or designee. No Service shall be performed unless authorized by a fully executed OES Resource Order example attached hereto as **Exhibit “B”**. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the Effective Date until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the "**Schedule of Services**"). Due to the sensitive nature of the Services provided, the Consultant shall be required to commence standby within 24 hours, or as soon thereafter as reasonably practicable, of receiving a fully executed Resource Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

3.2.5 District's Representative. The District hereby designates the Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement (the "**District's Representative**"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Paul Roen, to act as its representatives for the performance of this Agreement (the "**Consultant's Representative**"). Consultant's Representative shall have full authority to represent and act on

behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile*; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to

a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures. The bulldozer and transport vehicle shall have a current pre-fire season inspection by the USFS.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the established rate for bulldozer and transport vehicle, according to OES guidelines and requirements. The agreed rate of pay will be entered into the OES MARS invoicing system prior to any deployment of the equipment. When deployed, usually for OES preposition, an approved Resource Order shall be issued and approved by OES, with the appropriate times and dates of preposition entered into the MARS system, after the resource order is closed and the deployment/preposition is concluded. Once the invoice is completed by OES and submitted to the District for approval, a copy will be forwarded for approval by Paul Roen. Approved OES invoices will be paid when the District receives the payment from OES. The Fire District will retain any administrative reimbursement generated by the deployment/prepositions.

3.3.2 Payment of Compensation. Consultant shall only be compensated for the time approved by an OES approved Resource Order. After the closing of the resource order, the invoice OES submits to the District for approval, shall also be approved by Paul Roen, for the dates and times stated on the invoice, when the Bulldozer and Transport vehicle are utilized. This includes authorized preposition standby time. After District and Paul Roen approve the draft invoice, District will submit the approved invoice to OES for payment.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized by an OES Resource Order, under Exhibit "B" or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination.

(A) District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be based on project proposal for each task order. Payment terms are listed in Exhibit C: Schedule of Charges for the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

(B) Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

3.5.1.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Beckwourth Peak Fire Protection
District
Attn: Jack Rosevear
180 Main Street
Beckwourth, CA 96129

Consultant

Paul Roen
6262 Road A-23
Cal Pine, CA 96124

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (the “**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Recitals / Exhibits. The Parties to this Agreement hereby state that all Recitals and Exhibits to this Agreement are true and accurate. The Recitals and Exhibits referenced in this Agreement are hereby incorporated in full by reference and made operative terms as if written out in their entirety in the body of this Agreement.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT
AND PAUL ROEN**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

BECKWOURTH PEAK FIRE PROTECTION DISTRICT PAUL ROEN

By: _____
Jack Rosevear
Fire Chief

By: _____

Its: _____

Printed Name: _____

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Beckwourth Peak Fire Protection District

Paul Roen (Consultant)

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT A

Scope of Services

Maintain an approved operational fire-rated bulldozer and transport vehicle for deployment or OES preposition stand-by. While on preposition duty, the bulldozer will respond to any fire requested by the District. The bulldozer and operator will be assigned duties by the Incident Commander in charge of the fire incident. The bulldozer shall be equipped, maintained and inspected by the USFS.

EXHIBIT B

SAMPLE RESOURCE ORDER- MUST BE APPROVED PRIOR TO ANY BILLABLE OPERATIONS.

EXHIBIT C

Schedule of Charges/Payments

Charges are based on a pre-determined Cal OES approved rate schedule. Invoices are prepared for all BPPFD resources, including the dozer and transport, based on an approved OES resource order for deployment or preposition. Paul Roen shall approve invoice amounts prior to final District invoice approval to OES.

Operational Readiness and Operation of Caterpillar D6N Bulldozer (Fire Rated & Approved/Inspected by USFS) and Transport Vehicle

Daily Rate: \$2150.00 (dozer)
\$1850.00 (transport vehicle)
Rates are current and approved by USFS

RESOURCE ORDER	Initial Date/Time	2. Incident / Project Name				3. Incident / Project	Financial Codes
EQUIPMENT	02-01-2025 14:26 PST	OES Preposition/Mobilization-XPU				CA-XPU-250041	Cal OES Pre-Po [P]
5. Descriptive Location OES Preposition/Mobilization-XPU CA-XPU-250041		6. TWN	RNG	SEC	Base MDM	4. Office Reference Number 250041	9. Jurisdiction / Agency Plumas County Operational Area
						8. Incident Base / Phone Number Receptionist (530) 226-2800 XPUC Operational Area Coordinator 530-249-3786	10. Ordering Office Plumas County Operational Area Coordination
		LAT. 39° 58' 00" N					
		LONG. 121° 25' 00" W					
11. Aircraft Information							
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
NaN°	3952	NL					
NaN°	3953	ZYT					
NaN°	3955	YYT					

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
E-1	2025-02-01 2147 PST	XPUC Operational Area Coordinator 530-249-3786	CA-XPUC	1	Task Force	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-250041	CA-XPUC	CA-XPUC	2025-02-01 2227 PST	CA-XPU	TASK - 3125	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	
Travel Mode G		Financial Code Cal OES Pre-Po		Named Request		Special Needs					Navigation/Reporting Instructions Incident Jetport(s): RNO*						
E-1.1	2025-02-01 2232 PST	Receptionist (530) 226-2800	CA-XPUC	1	Chief Officer	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-250041	CA-XPUC	CA-XPUC	2025-02-01 2232 PST	CA-GRA	Ward, Edward	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	
Travel Mode G		Financial Code Cal OES Pre-Po		Named Request Ward, Edward		Special Needs					Navigation/Reporting Instructions						
E-1.2	2025-02-01 2232 PST	Receptionist (530) 226-2800	CA-XPUC	1	Engine, Type 1	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-250041	CA-XPUC	CA-XPUC	2025-02-01 2232 PST	CA-BKX	ENG1 - BKX 9321	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
Travel Mode G		Financial Code Cal OES Pre-Po		Named Request ENG1 - BKX 9321		Special Needs						Navigation/Reporting Instructions					
E-1.3	2025-02-01 2232 PST	Receptionist (530) 226-2800	CA-XPUC	1	Engine, Type 1	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-2500 41	CA-XPUC	CA-XPUC	2025-02-01 2232 PST	CA-PNS	ENG1 - PNS 7121	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	
Travel Mode G		Financial Code Cal OES Pre-Po		Named Request ENG1 - PNS 7121		Special Needs						Navigation/Reporting Instructions					
E-1.4	2025-02-01 2232 PST	Receptionist (530) 226-2800	CA-XPUC	1	Engine, Type 1	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-2500 41	CA-XPUC	CA-XPUC	2025-02-02 0117 PST	CA-PEF	ENG1 - PEF 9122	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	
Travel Mode O		Financial Code Cal OES Pre-Po		Named Request ENG1 - PEF 9122		Special Needs						Navigation/Reporting Instructions					
E-1.5	2025-02-01 2232 PST	Receptionist (530) 226-2800	CA-XPUC	1	Engine, Type 1	2025-02-01 1700 PST	OES Preposition/Mobilization-XPU CA-XPU-2500 41	CA-XPUC	CA-XPUC	2025-02-01 2232 PST	CA-QUI	ENG1 - QUI 360	M D	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-01 1700 PST 2025-02-07 0800 PST	2025-02-07 0800 PST	
Travel Mode G		Financial Code Cal OES Pre-Po		Named Request ENG1 - QUI 360		Special Needs						Navigation/Reporting Instructions					

13. User Documentation		
Req. No.	Documentation	Entered By
E-1	[AUTO] Request filled with resource TASK - 3125	npicker 2025-02-01 2227 PST
E-1	CHFO Ed Ward // Cell Phone // 530-251-6798	npicker 2025-02-01 2232 PST
E-1.1	[AUTO] Request filled with resource Ward, Edward	npicker 2025-02-01 2232 PST
E-1.2	[AUTO] Request filled with resource ENG1 - BKX 9321	npicker 2025-02-01 2232 PST
E-1.3	[AUTO] Request filled with resource ENG1 - PNS 7121	npicker 2025-02-01 2232 PST
E-1.4	[AUTO] Request filled with resource ENG1 - PEF 9122	npicker 2025-02-01 2232 PST

E-1.4	[AUTO] Request filled with resource ENG1 - PEF 9122	irwin.importer 2025-02-02 0117 PST
E-1.5	[AUTO] Request filled with resource ENG1 - QUI 360	npicker 2025-02-01 2232 PST