

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

217



**FROM: FIRE**

**SUBMITTAL DATE:**  
November 10, 2009

**SUBJECT:** Approval of the Modification to Cooperative Agreement with the U.S. Department of the Interior, Bureau of Indian Affairs, Southern California Agency

**RECOMMENDED MOTION:** Move that the Board approve and authorize the Chairman to sign the attached Modification of Cooperative Agreement between the County and the U.S. Department of the Interior, Bureau of Indian Affairs, Southern California Agency.

**BACKGROUND:** The U.S. Department of the Interior, Bureau of Indian Affairs, Southern California Agency desires to extend the period of performance of the current Memorandum of Agreement with the Riverside County Fire Department extending the agreement to 2/28/2010. This Agreement provides the method of reimbursement for wildland fire suppression costs incurred on Indian Trust Lands within the jurisdiction of the Riverside County Fire Department. Revenue from this contract will only occur if there is a qualifying fire event, therefore no budget adjustment is required at this time.

\_\_\_\_\_  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost:	N/A	For Fiscal Year:	2009/2010

<b>SOURCE OF FUNDS:</b> Contract Revenue from U.S. Department of the Interior, Bureau of Indian Affairs, Southern California Agency	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**  
  
BY: \_\_\_\_\_  
Robert Tremaine

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY: Synthia M. Gunzel DATE: 11-23-09  
 SYNTHIA M. GUNZEL, Departmental Concurrence  
 Dept's Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: Item 3.32 on 02/28/08 | District: | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.16**

UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 MODIFICATION TO COOPERATIVE AGREEMENT

1. MODIFICATION NUMBER TEN (10)	2. EFFECTIVE DATE 10/1/2009	3. REQUISITION NUMBER J0044010014
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4. ISSUED BY U.S. Department of Interior Bureau of Indian Affairs Pacific Regional Office 2800 Cottage Way, Room W-2820 Sacramento, California 98525	5. ACCOUNTING AND APPROPRIATION DATA
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7. RECIPIENT NAME AND ADDRESS Riverside County Fire Department 210 West San Jacinto Avenue Perris, California 92570	6. FUNDING INFORMATION
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8. COOPERATIVE AGREEMENT [ X ] GRANT [ ] NO AG3J5000105  EFFECTIVE 08/19/2003 - 2/28/2010	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;"></td> <td style="width:20%; text-align: center;">Recipient</td> <td style="width:20%; text-align: center;">BIA</td> </tr> <tr> <td>THIS OBLIGATION</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$0.00</td> </tr> <tr> <td>PREVIOUS OBLIGATION</td> <td style="border-bottom: 1px solid black; text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">\$1,605,613.36</td> </tr> <tr> <td>TOTAL OBLIGATION</td> <td style="border-bottom: 1px solid black; text-align: center;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">\$1,605,613.36</td> </tr> </table>		Recipient	BIA	THIS OBLIGATION		\$0.00	PREVIOUS OBLIGATION	\$	\$1,605,613.36	TOTAL OBLIGATION	\$	\$1,605,613.36
	Recipient	BIA											
THIS OBLIGATION		\$0.00											
PREVIOUS OBLIGATION	\$	\$1,605,613.36											
TOTAL OBLIGATION	\$	\$1,605,613.36											

9. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 IT MODIFIES THE ABOVE NUMBERED COOPERATIVE AGREEMENT AS SET FORTH IN BLOCK 8

10. DESCRIPTION OF MODIFICATION: The purpose of this modification is as follows:  
 1. To extend the performance period from 6/1/09 to 2/28/2010

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 8,  
 AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT

FORM APPROVED COUNTY COUNSEL  
 Cynthia M. Gunzel 11/25/09  
 DATE  
 SYNTHIA M. GUNZEL

Acceptance of this Modification in accordance with the terms and conditions contained herein is hereby made on behalf of	12. Acceptance of this Modification in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Bureau of Indian Affairs
Name of Recipient	BY
BY	Kathleen G. Schultz, 1420-0045-0710
Title	Typed Name Contracting Specialist
Phone	Phone (503) 231-6764

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
RIVERSIDE COUNTY FIRE DEPARTMENT  
AND THE  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SOUTHERN CALIFORNIA AGENCY

I INTRODUCTION

This agreement is made and entered into by Riverside County Fire Department hereinafter referred to as the Department, and the U.S. Department of the Interior, Bureau of Indian Affairs, Southern California Agency, hereinafter referred to as the Bureau.

II. AUTHORITY

- A. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66), 42 U.S.C. Section 1856
- 1. The National Indian Forest Resources Management Act of November 28, 1990, (104 Stat. 4543), 25 U.S.C. Section 3115

III. PURPOSE

- A. This agreement describes the contractual obligations of each party to the agreement. The purpose of this agreement is to provide a vehicle to reimburse the Department for legitimate wildland fire suppression costs incurred on Indian trust lands within the jurisdiction of the Riverside County Fire Department.

IV. TERMS AND CONDITIONS

- A. The Department will provide wildland fire suppression services on Indian trust Lands located within its area of jurisdiction.
- B. The Department and the Bureau shall jointly develop, review and approve an Operating Plan. The plan shall document the location of Indian lands protected, the local fire protection delivery system, and any special fire management considerations. The Operating Plan will be prepared, reviewed and approved by the Department and Bureau within 60 days after signing this agreement and as needed thereafter. The completed plan becomes a part of this agreement by attachment.
- C. The Bureau shall furnish the Department with a map showing the location of lands to be protected with this agreement. In addition, the Bureau shall notify the Department during the term of this agreement, of any changes in acreage to be protected by the Department.
- D. The Department shall furnish the Bureau a map showing the location of Department's area of jurisdiction with the Operating Plan.

- E. The Department shall notify the Bureau of all known wildland fires on Indian trust lands within 24 hours of the incident by completing Exhibit 1 and electronically transmitting a facsimile copy of the completed form to the Southern California Agency Facsimile at (909) 276-6641, attention Fire Management Officer (FMO), or by calling the FMO at (909) 276-6624 (ext. 231) to verbally report the information.
- F. A copy of the Department Fire Report for each wildland fire that the Department responds to on Indian trust land shall be transmitted to the Southern California Agency.
- G. It is mutually agreed that all parties will cooperate in initiating programs to reduce fire hazards and promote fire prevention education on Indian lands, with no reimbursement to either party for such activities.

V. GENERAL PROVISIONS

- A. The Bureau shall reimburse the Department as set forth below for fire suppression costs on Indian lands in accordance with this agreement.
1. The Department shall prepare and submit invoices for each wildland fire it suppresses on Indian trust lands. In case of complex fire situations, the Department may submit partial invoices with notation indicating supplemental invoices will follow. A general summary of said costs will be provided to the Bureau with each invoice from the Department. Fire suppression cost reimbursement to be claimed by the Department shall be the actual cost to the Department (as determined by the Department and approved by the Bureau) for those services or items that were necessarily used to suppress wildland fires on Indian trust lands. Such costs shall include:
    - a. Direct suppression costs for paid fire personnel and the Department owned engines and support equipment.
    - b. The actual cost to Department for food services, transportation and sleeping accommodations for personnel engaged in suppressing a fire.
    - c. The total cost to the Department for equipment rented to suppress a fire.
    - d. Replacement or repair costs to the Department for equipment and tools damaged, destroyed, or lost as a result of a fire. Any such claim however, shall be reduced by any salvage value and shall be based on the depreciated value of such equipment and tools prior to the fire, as determined by Department and approved by Bureau. Furthermore, Department shall eliminate from said claims any costs directly attributable to the negligence of Department personnel operating the tool or equipment.

- B. The Department shall maintain adequate records and accounts of costs for each wildland fire for which the Bureau may be billed. The records will be of such detail as would enable a qualified person could readily determine fire protection costs which are reimbursable under this agreement and preserve such records during the three years following payment. To the extent practical, such records shall include, but not be limited to, all applicable employee attendance records, payrolls, copies of sub-contracts, purchase orders, invoices from and payment to any subcontractors and suppliers.
- C. In those instances where a wildland fire burns both Indian trust lands and non-trust lands the following situations shall apply:
1. On smaller fires with an estimated suppression cost of less than \$10,000, The Bureau will reimburse the Department a percentage of the total suppression costs based on the ratio of Indian trust lands burned to non-trust lands burned.
  2. On larger fires with an estimated suppression cost of over \$10,000, reimbursement will be based on the results of a Cost Apportionment Teams (CAT) analysis of responsible costs.
- D. The Department shall utilize the following minimum personal protective equipment for wildland fire response: hard hat, eye protection, long sleeve fire resistant shirts, fire resistant trousers (fire resistant coveralls are also acceptable), leather lace-up boots with a minimum eight (8) inch top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet NFPA 1977-93 standards where applicable.
- E. Department fire personnel shall be trained to safely execute wildland fire suppression tactics and strategies. Completion of S-130, S-190, I-100, and I-200 courses are recommended.
- F. The Department will ensure that all Department firefighting personnel staffing equipment are eighteen (18) years of age or older. Department personnel shall be certified to be of adequate physical condition to meet the arduous demands of wildland firefighting.
- G. It shall be the responsibility off the Department to ensure that apparatus and personnel have adequate communications capability to communicate with local, state, and federal fire agencies.
- H. The Bureau and Department shall be subject to examination and audit for three years after final payment under the terms of this agreement. Examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the cost of administration.
- I. The term of this agreement shall commence on the last signatory date below, and shall continue through December 31, 2007.
- J. This agreement may be terminated by any party at any time upon giving sixty (60) days prior written notice to the other party.
- K. All notices and correspondence herein provided to be given, or which may be given either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Bureau:

Marlene M. Marcellay  
Contracting Officer  
Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way  
Sacramento, California 95825

Telephone Number: (916) 978-6025  
Telefax Number: (916) 978-6129

To Department:

Fire Chief  
Riverside County Fire Department  
210 W. San Jacinto  
Perris, California 92570

Telephone Number: (909) 940-6900  
Telefax Number: (909) 940-6910

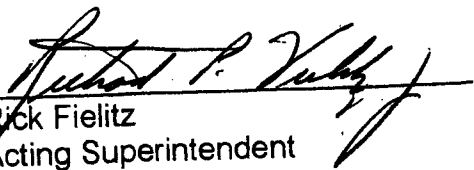
- L. To the extent that the laws of the State of California and the Federal Government permit, the Department and Bureau agree to indemnify and to hold each other harmless against and from any and all liability for claims on account of property damage, personal injuries, or death resulting from the acts or omissions of the other party, its officers, employees, agents, and subcontractors in connection with performance of this agreement; however, this indemnification shall not apply to intentional torts or acts of violence against such persons or property.
- M. No previous agreement needs to be canceled.
- N. This agreement may be amended by mutual written consent of all the parties hereto. It shall be amended annually or as otherwise required, to update exhibits attached hereto.
- O. No member of, or Delegate to Congress, or Residence Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise there-from unless it is made with a corporation for its general benefit.
- P. Invoices will be paid via electronic transfer to your financial institution approximately thirty (30) days after receipt and acceptance by the Bureau.
- Q. Any changes to this Agreement shall be made by means of a written modification. Changes dealing with administrative matters (such as in changes of address) may be made by a unilateral modification. A modification pursuant to the below clause Termination for Cause, may also be made unilaterally. A modification issued solely for funding a Federal Fiscal Year may be made unilaterally. Any other changes shall be made by a bilateral modification (signed by both parties). No written statement by any other person than the Grants and Cooperative Agreements Officer, and no oral statement of any person, shall be allowed in any manner or degree to modify or otherwise affect the terms of the Agreement.

All OMB circulars, with date of latest revision, are applicable to this Agreement, as set forth below. These circulars are incorporated by reference and carry the same effect as if physically attached hereto. The Recipient is responsible for an appropriate flow-down of the requirement of the applicable OMB circular(s) in all sub-agreements or contracts awarded hereunder.

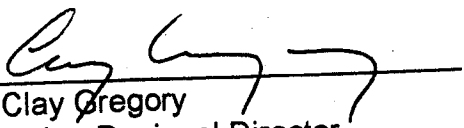
The administrative requirements and cost principles applicable to the sub-recipient or contractor depend on the sub-recipient, and not the prime recipient, and may, therefore, differ from the cost principles and administrative requirements applicable to the prime Recipient.

- OMB Circular A-87, Revised October 14, 1988 "Cost Principles for State and Local Governments"
  - OMB Circular A-102 Revised March 11, 1988 "Uniform Administrative Requirement for Grants-in-Aid to State and Local Governments"
  - OMB Circular A-128, Revised November 13, 1987 "Audit of State and Local Government"
- A. When the Recipient/Sub-recipient is a State or local government, including an Indian tribal government, the applicable requirements are set forth in OMB Circular A-102 Revised. The audit requirements are contained in OMB Circular A-128. Applicable costs shall be determined in accordance with OMB Circular A-87.
- B. When the Recipient/Sub-recipient is a commercial organization, the basic principles of OMB Circular A-110. shall be incorporated into the award to the extent applicable, however, cost principles shall be in accordance with Part 31 of the Federal Acquisition Regulation (FAR), Subchapter 31.2 entitled, "Contracts with Commercial Organizations."

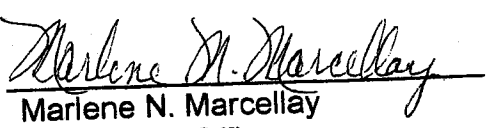
In WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below:

Bureau  
Recommend by:   
Rick Fielitz  
Acting Superintendent  
Southern California Agency

7-11-03  
Date

Bureau  
Approved by:   
Clay Gregory  
Acting Regional Director  
Pacific Regional Office

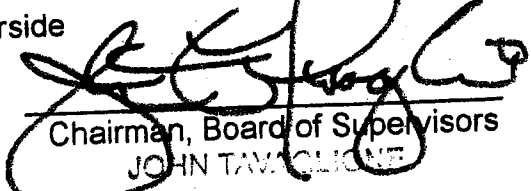
7-17-03  
Date

Bureau  
Approved by:   
Marlene N. Marcellay  
Contracting Officer  
Pacific Regional Office

7/16/03  
Date

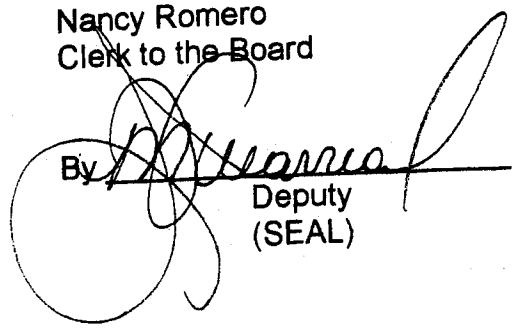
Riverside County Fire Department  
Recommend by:   
Tom Tisdale  
County Fire Chief

7/28/03  
Date

County of Riverside  
Approved By:   
Chairman, Board of Supervisors  
JOHN TAVAGLIONE

AUG 19 2003  
Date

ATTEST: AUG 19 2003  
Nancy Romero  
Clerk to the Board

By   
Deputy  
(SEAL)

FORM APPROVED  
COUNTY COUNSEL

JUL 31 2003  
BY 