

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

498



FROM:
FIRE DEPARTMENT

SUBMITTAL DATE:
June 28, 2010

SUBJECT: Approval of the Sole Source Professional Service Agreement with the Mountain Communities Firesafe Council (MCFSC).

RECOMMENDED MOTION: That the Board of Supervisors approve the sole source Professional Services Agreement (PSA) with the Mountain Communities Firesafe Council (MCFSC) to facilitate the cooperative project between Riverside County Fire (RVC) and (MCFSC) for one year.

BACKGROUND: Following the 2003 wildfires, the Riverside County Fire Department (RVC) received federal grant funds for reducing the fire hazard on non-federal lands in the San Jacinto Mountains starting in 2004. One of the fuels reduction programs instituted with these funds was the Cooperative Hazardous Fuels Reduction Program, which was a cooperative effort between RVC and the Mountain Communities Firesafe Council (MCFSC). County Fire first entered into this cooperative program in May 2007 with a PSA and in the fall of 2007 tree abatement contracts were approved. The County pays no professional fees to the MCFSC. In 2007 MCFSC entered into a professional services agreement with the County to participate in the tree abatement program. In 2008 and 2009, the County received additional hazard fuel reduction grant funds including a \$2,500,000 State Fire Assistance (SFA) grant and \$630,000 from the American Resource and Recovery Act (ARRA). In order to continue with this very successful program and to make use of these funds, County Fire is requesting the renewal of the expired PSA with the MCFSC.

(continued)

John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$0	For Fiscal Year:	N/A

SOURCE OF FUNDS: ARRA Grant funds: \$300,000 SFA Funds: \$200,000	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Robert Tremaine

Purchasing: Billy Cornett
Billy Cornett, Purchasing Manager

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 6-30-10
SYNTHIA M. GUNZEL Department Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

TO: BOARD OF SUPERVISORS

DATE: June 28, 2010

SUBJECT: Professional Service Agreement with the Mountain Communities Firesafe Council (MCFSC).

PAGE: 2

BACKGROUND (continued):

Under the PSA, the MCFSC helps in contacting property owners, obtain participation agreements from the property owners, and help insure work conducted by County Contracted vendors for tree abatement services are completed to fire code specifications. All documentation and work performed by MCFSC are reviewed and approved by County Fire Department Mountain Resource Center staff before committing any funds.

Twenty-five percent of the overall cost for tree abatement services is collect directly from the homeowner to cover the cost of assessment and inspection services provided by MCFSC. Mountain Communities Fire Safe Council staff are all part time employees on an as needed basis. The Project Managers' compensation is \$20.00/per hour, plus 20% paid on their behalf for California Unemployment Training, Social Security, Medicare, and California Unemployment.

MCFSC pays mileage reimbursement based on the California Mileage Reimbursement Rate, currently \$.50 per mile.

Average cost to the homeowner:

MCFSC in FY08/09 managed the grant and completed 216 properties at a cost of \$215,593. This is the average abatement cost of \$998.11 per parcel. Twenty-five percent of the average cost is \$249.52 per property owner.

Mountain Communities Fire Safe Council is almost entirely grant funded; less than 1% of their operating costs come from dues and donations. Each grant has to pay its prorated share of costs. This 25% covers the proportionate share of operational costs for this project:

- Project Management time and mileage,
- Paper, ink, and file folders,
- Telephone,
- Photo documentation, and
- All other costs associated with this project.

PRICE REASONABLENESS: In entering this agreement with Mountain Communities Fire Safe Council there is no cost to the County for the services they will perform. MCFSC will bill the homeowner directly at the above listed rate. Riverside County Fire Department does not have the adequate resources, i.e. inspectors to provide the assessment and inspections required by State of California Public Resources Code PRC4291 for the requirement of defensible space and County Ordinance 787 adopting the 2007 California Fire Code and 2007 California Building Standards Code. The hourly rate is substantially less than utilizing a County employee.

REVIEW/APPROVAL: Purchasing concurs with this request. County Counsel approves Agreement as to form.

PROFESSIONAL SERVICE AGREEMENT

HAZARDOUS FUEL REDUCTION PROGRAM IN THE MOUNTAIN COMMUNITIES

Between

COUNTY OF RIVERSIDE

And

MOUNTAIN COMMUNITIES FIRE SAFE COUNCIL



This Agreement, made and entered into this 1st day of July, 2010, by and between Mountain Communities Fire Safe Council (MCFSC), (hereinafter referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a CONTRACTOR who is trained and experienced, and who is competent to perform the services required: and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, on page 18.

1.2 CONTRACTOR represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. CONTRACTOR is not to perform services outside of the contract.

2. Period of Performance

This term of this Agreement shall be effective as of the day and year hereinafter written and continue in effect for three (3) years, with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated as specified in Section 9 TERMINATION. CONTRACTOR shall commence performance of requested services upon notification and shall diligently perform such services.

3. Compensation

3.1 The CONTRACTOR shall not receive payment from the COUNTY for services performed under this agreement. The CONTRACTOR may collect a cost-share contribution in the amount of Twenty-Five Percent (25%) of the total cost of abatement. This amount will be paid directly by property owners to CONTRACTOR to cover operational costs incurred by the CONTRACTOR and for providing inspectors.

4. Assignment

The CONTRACTOR shall not delegate or assign any interest in this agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of COUNTY.

5. Hold Harmless/Indemnification

5.1. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such claim or action.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

5.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6. Waiver of Default

Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with ant terms of this agreement shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.

7. Inspection of Service

7.1 All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the COUNTY at all times during the term of the contract. The CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by the COUNTY shall be made in such a manner as

to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed.

7.2 In the event the CONTRACTOR fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, the COUNTY shall have the right to either: (A) have the services performed in conformity with the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is directly related to the performance of such services. If COUNTY chooses alternative (1), the COUNTY may withhold such costs from any amounts still owed to CONTRACTOR under this or any other contractual agreements with COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

8. Termination

8.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the COUNTY stating the extent and effective date of termination.

8.2 COUNTY may, upon five (5) days written notice, terminate this agreement for CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

8.3 After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above, CONTRACTOR shall:

- a.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by COUNTY, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to COUNTY.

8.4 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

8.5 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. **Alteration**

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

10. **Independent Contractor**

10.1 The CONTRACTOR is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

10.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

11. **Subcontract For Work Or Services**

No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

12. **Interest Of Contractor**

The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

13. Conduct Of Contractor

13.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

13.2 The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

13.3 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR'S or subcontractors in advance of official announcement.

13.4 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

14. Disputes

14.1 In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. If the parties are unable to resolve the dispute, the matter shall be submitted to the senior management of the parties.

14.2 The Parties agree to continue with performance of the Agreement during any such dispute period and resolution thereof.

15. Governing Law; Jurisdiction; Severability

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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16. Insurance

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

16.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

16.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policies limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

16.3 Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

16.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage

with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

16.5 General Insurance Provisions- All Lines

a). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term

b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c). CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance***

d). It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e). The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk

Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f). CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

17. Licensing And Permits

17.1 Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTORS. All officers and CONTRACTORS shall be licensed, if required, in accordance with the laws of this State and any offered or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

17.2 CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provisions of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

18. Air, Water Pollution Control, Safety And Health

CONTRACTOR shall comply with all air pollution control; water pollution, Safety and Health Ordinances and statues, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.

19. OSHA Regulations

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

20. Right To Acquire Equipment And Services

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

21. Use By Political Entities

This agreement between the COUNTY and the CONTRACTOR for the COUNTY'S requirements of select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding the COUNTY harmless. The County of Riverside may, at its option, charge an administrative fee to those

political entities, special districts and related non-profit entities that avail themselves use of this Agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage and total sales dollar amount information for each political entity, special district, and related non-profit entity utilizing COUNTY awards.

22. Contractor's Responsibility

22.1 It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

22.2 It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

23. Conflict Of Interest

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services under this Agreement.

24. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.).

25. Assurances

CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by the COUNTY will prevail.

26. Records And Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five (5) years from the termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports

and information relative to this Agreement and in accordance with terms set forth herein, as requested by COUNTY.

27. Monitoring

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

28. Confidentiality

28.1 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

29. Administration/Contract Liaison

The County of Riverside Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing department is to serve as its liaison with CONTRACTOR in connection with this Agreement.

30. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Purchasing & Fleet Services Dept.
2980 Washington Street
Riverside, Ca 92504

CONTRACTOR
Mountain Communities Fire Safe Council
P.O. Box 507
Idyllwild, Ca 92549

31. Force Majeure

31.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

31.2 In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

32. Mutual Cooperation

The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR'S performance of services for the COUNTY under this Agreement, including providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the CONTRACTOR.

33. EDD Reporting Requirements

33.1 In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The selected contractor agrees to furnish the required CONTRACTOR data and certifications to the County of Riverside within ten (10) days of notification of award of contract when required by the EDD.

33.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

33.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

34. Entire Agreement

This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire Agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

MOUNTAIN COMMUNITIES
FIRE SAFE COUNCIL

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

PAMELA J. WALLS,
County Counsel

By: Synthia M. Gunzel
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____

Deputy

(SEAL)

EXHIBIT A

Scope of Work for The County of Riverside Fire Department (RCFD) and Mountain Communities Fire Safe Council (MCFSC)

The County of Riverside, Riverside County Fire Department (RCFD) responsibilities:

1. In writing, assign staff to act as liaison between the RCFD and MCFSC.
2. RCFD and Riverside County Purchasing Department will conduct a competitive bid process to establish a qualified list of licensed timber operators (LTO's) to conduct hazardous fuel reduction work. This list will be forwarded to MCFSC for administration of the Hazardous Fuel Reduction Program.
3. Work cooperatively with MCFSC's personnel to oversee contract administration and inspection.
4. Prepare reports and submit invoices for re-imbusement of contract expenditures.
5. Monitor the performance of MCFSC in meeting the terms, conditions and services in this Agreement.

MCFSC shall do the following:

1. In writing, assign staff to act as liaison between the RCFD and MCFSC.
2. Provide inspectors to identify parcels that qualify for the Hazardous Fuel Reduction Program in the Mountain Communities.
3. Perform all phases of the site visits for pre-qualified Licensed Timber Operator's (LTO) so that they may submit bids on identified properties.
4. Assist RCFD staff in the selection of the lowest, most responsible and responsive bidder to provide services to residents.
5. Process agreements between the selected LTO's and property owners.
6. Assist RCFD staff with LTO's contract inspection and administration.
7. Maintain reportable information of the program to be made available to the COUNTY at all times.

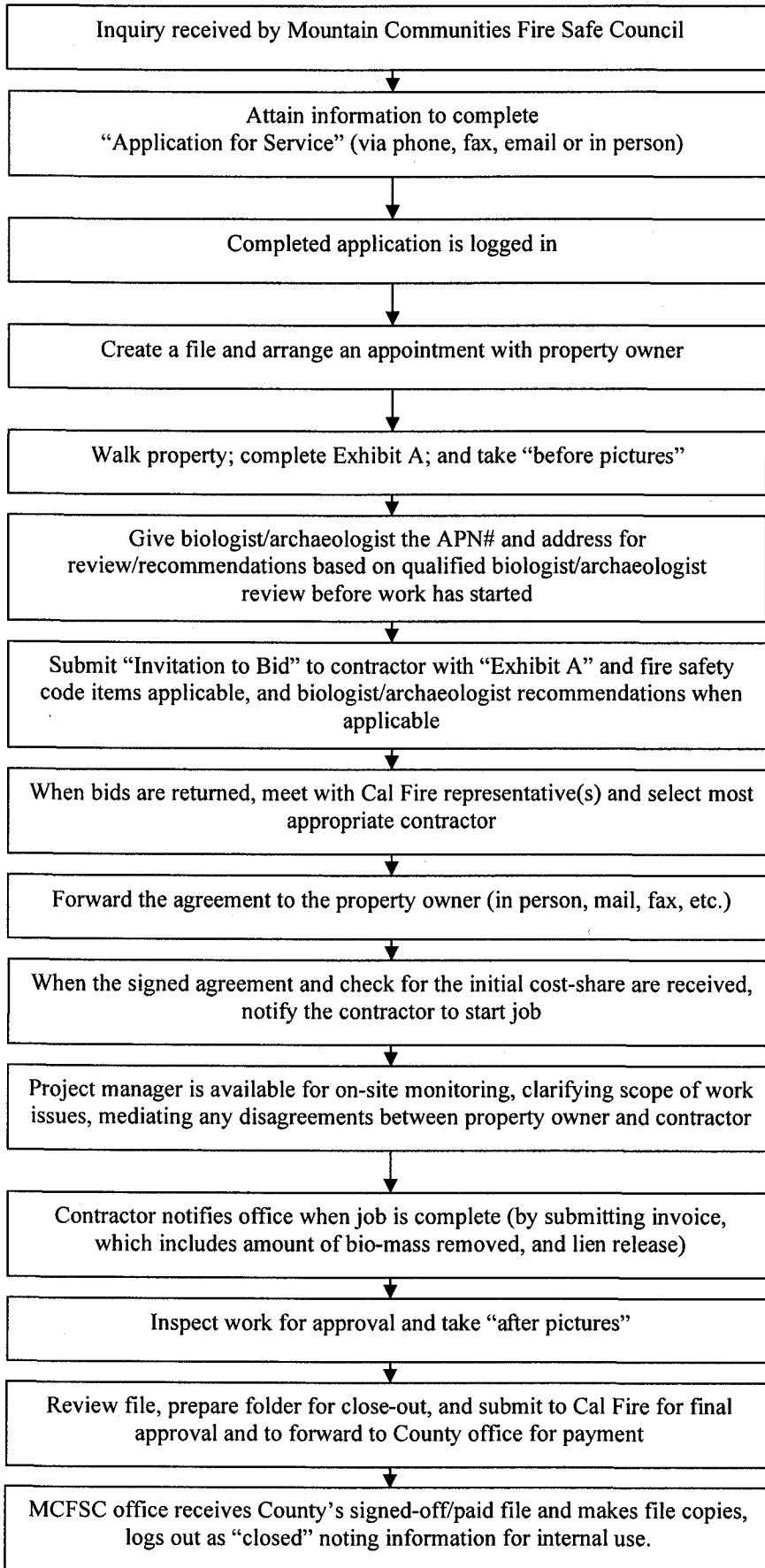


EXHIBIT B

Public Resources Code 4291

PUBLIC RESOURCES CODE

SECTION 4291-4299

4291. (a) A person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands or land that is covered with flammable material, shall at all times do all of the following:

(1) Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line except as provided in paragraph (2). The amount of fuel modification necessary shall take into account the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. This paragraph does not apply to single specimens of trees or other vegetation that are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation. The intensity of fuels management may vary within the 100-foot perimeter of the structure, the most intense being within the first 30 feet around the structure. Consistent with fuels management objectives, steps should be taken to minimize erosion. For the purposes of this paragraph, "fuel" means any combustible material, including petroleum-based products and wildland fuels.

(2) A greater distance than that required under paragraph (1) may be required by state law, local ordinance, rule, or regulation. Clearance beyond the property line may only be required if the state law, local ordinance, rule, or regulation includes findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. Clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

(3) An insurance company that insures an occupied dwelling or occupied structure may require a greater distance than that required under paragraph (1) if a fire expert, designated by the director, provides findings that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. The greater distance may not be beyond the property line unless allowed by state law, local ordinance, rule, or regulation.

(4) Remove that portion of a tree that extends within 10 feet of the outlet of a chimney or stovepipe.

(5) Maintain a tree, shrub, or other plant adjacent to or

overhanging a building free of dead or dying wood.

(6) Maintain the roof of a structure free of leaves, needles, or other vegetative materials.

(7) Prior to constructing a new building or structure or rebuilding a building or structure damaged by a fire in an area subject to this section, the construction or rebuilding of which requires a building permit, the owner shall obtain a certification from the local building official that the dwelling or structure, as proposed to be built, complies with all applicable state and local building standards, including those described in subdivision (b) of Section 51189 of the Government Code, and shall provide a copy of the certification, upon request, to the insurer providing course of construction insurance coverage for the building or structure. Upon completion of the construction or rebuilding, the owner shall obtain from the local building official, a copy of the final inspection report that demonstrates that the dwelling or structure was constructed in compliance with all applicable state and local building standards, including those described in subdivision (b) of Section 51189 of the Government Code, and shall provide a copy of the report, upon request, to the property insurance carrier that insures the dwelling or structure.

(b) A person is not required under this section to manage fuels on land if that person does not have the legal right to manage fuels, nor is a person required to enter upon or to alter property that is owned by any other person without the consent of the owner of the property.

(c) (1) Except as provided in Section 18930 of the Health and Safety Code, the director may adopt regulations exempting a structure with an exterior constructed entirely of nonflammable materials, or, conditioned upon the contents and composition of the structure, the director may vary the requirements respecting the removing or clearing away of flammable vegetation or other combustible growth with respect to the area surrounding those structures.

(2) An exemption or variance under paragraph (1) shall not apply unless and until the occupant of the structure, or if there is not an occupant, the owner of the structure, files with the department, in a form as the director shall prescribe, a written consent to the inspection of the interior and contents of the structure to ascertain whether this section and the regulations adopted under this section are complied with at all times.

(d) The director may authorize the removal of vegetation that is not consistent with the standards of this section. The director may prescribe a procedure for the removal of that vegetation and make the expense a lien upon the building, structure, or grounds, in the same manner that is applicable to a legislative body under Section 51186 of the Government Code.

(e) The Department of Forestry and Fire Protection shall develop, periodically update, and post on its Internet Web site a guidance document on fuels management pursuant to this chapter. Guidance shall include, but not be limited to, regionally appropriate vegetation management suggestions that preserve and restore native species, minimize erosion, minimize water consumption, and permit trees near homes for shade, aesthetics, and habitat; and suggestions to minimize or eliminate the risk of flammability of no vegetative sources of combustion such as woodpiles, propane tanks, decks, and outdoor lawn furniture.

(f) As used in this section, "person" means a private individual,

organization, partnership, limited liability company, or corporation.

4291.1. (a) Notwithstanding Section 4021, a violation of Section 4291 is an infraction punishable by a fine of not less than one hundred dollars (\$100), nor more than five hundred dollars (\$500). If a person is convicted of a second violation of Section 4291 within five years, that person shall be punished by a fine of not less than two hundred fifty dollars (\$250), nor more than five hundred dollars (\$500). If a person is convicted of a third violation of Section 4291 within five years, that person is guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars (\$500). If a person is convicted of a third violation of Section 4291 within five years, the department may perform or contract for the performance of work necessary to comply with Section 4291 and may bill the person convicted for the costs incurred, in which case the person convicted, upon payment of those costs, shall not be required to pay the fine. If a person convicted of a violation of Section 4291 is granted probation, the court shall impose as a term or condition of probation, in addition to any other term or condition of probation that the person pays at least the minimum fine prescribed in this section.

(b) If a person convicted of a violation of Section 4291 produces in court verification prior to imposition of a fine by the court, that the condition resulting in the citation no longer exists, the court may reduce the fine imposed for the violation of Section 4291 to fifty dollars (\$50).

4291.3. Subject to any other applicable provision of law, a state or local fire official, at his or her discretion, may authorize an owner of property, or his or her agent, to construct a firebreak, or implement appropriate vegetation management techniques, to ensure that defensible space is adequate for the protection of a hospital, adult residential care facility, school, aboveground storage tank, hazardous materials facility or similar facility on the property. The firebreak may be for a radius of up to 300 feet from the facility, or to the property line, whichever distance is shorter.