

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



**ITEM: 3.21  
(ID # 11345)**

**MEETING DATE:**  
Tuesday, December 17, 2019

**FROM :** FIRE DEPARTMENT:

**SUBJECT:** FIRE DEPARTMENT: Ratify and Approve the Agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and Riverside County for the use of the Ben Clark Training Center (BCTC) December 1, 2019 through December 31, 2020; District 1; [estimated revenue \$145,000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the attached Agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and Riverside County for the use of Ben Clark Training Center from December 1, 2019 through December 31, 2020; and
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the county.

**ACTION:**

*Shawn Newman*  
Shawn Newman, Chief Cal Fire Riverside County 11/21/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 17, 2019  
xc: Fire

Kecia R. Harper  
Clerk of the Board  
By: *Kecia Harper*  
Deputy

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

| <b>FINANCIAL DATA</b>       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                   | <b>Ongoing Cost</b> |
|-----------------------------|-----------------------------|--------------------------|--------------------------------------|---------------------|
| <b>COST</b>                 | \$ 0                        | \$ 0                     | \$ 0                                 | \$ 0                |
| <b>NET COUNTY COST</b>      | \$ 0                        | \$ 0                     | \$ 0                                 | \$ 0                |
| <b>SOURCE OF FUNDS: N/A</b> |                             |                          | <b>Budget Adjustment: No</b>         |                     |
|                             |                             |                          | <b>For Fiscal Year: 19/20, 20/21</b> |                     |

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

**BACKGROUND:**

**Summary**

The Fire Department is requesting approval of the agreement between the County of Riverside and the California Department of Forestry and Fire Protection (CAL FIRE). This agreement will allow CAL FIRE to use the Ben Clark Public Safety Training Center (BCTC) to train fuels reduction crews in new fire technology programs. This is designed to improve the health of the State's forest by mitigating the threat of destructive wildfires through the reduction of dead and dying fuels.

California has been in a climate shift that has significantly increased the wildland fire activity over the last two decades which requires additional fuels management. The loss of life and property is staggering and the State of California is taking increasing steps to reduce the threat of wild fire through additional fuels reduction management. This action is a net result of SB 901, a legislative step to aid in recognizing and funding the training of additional fuels reduction crews to meet the goals of reducing the threat of wildfire by training at the BCTC. This training will result in the protection of the citizens of the state and the county and aid in the preservation of the natural resources of California.

The agreement utilizes the rates established for BCTC per Board of Supervisors Policy H-30 Ben Clark Public Safety Training Center Facility Use and rates approved on May 5, 2009, agenda item #3.13.

The agreement has been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

This agreement will allow CAL FIRE the use of BCTC for training. This training will result in the protection of the citizens of the state and county and aid in the preservation of the natural resources of California.

**Additional Fiscal Information**

The Department will receive up to \$145,000 in revenue in FY 19/20 contingent on actual use of BCTC facility. The revenue is part of the FY 19/20 estimated revenue for the Department. No budget adjustment is requested.

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

**Contract History and Price Reasonableness**

The contractual relationship between Riverside County and CALFIRE dates back to 1921 and has provided the public and the County a wonderfully successful fire protection system. Those first contracts were only to augment the level of wild land fire protection provided by the State. The agreement, as we know it today, began in 1946 with the appointment of a County Fire Warden. Today, the County Fire Department is a well-integrated system (County, partner cities & State) that provides municipal fire protection, advanced life support (paramedic) service, technical rescue and hazardous materials response all from 92 regional fire stations. Under the agreement, CALFIRE provides wildland fire protection with 16 State wildland (Type 3) fire engines working out of 11 fire stations. Even with the recent labor cost increases, the contract still clearly provides Riverside County a very important public safety program at much reduced cost compared to other local government fire departments. This is the first formal Board of Supervisors agreement via the Fire Department with CAL FIRE for the use of BCTC.

  
Cheryl Williams

12/3/2019

  
Gregory V. Priamos, Director County Counsel

11/21/2019

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
AGREEMENT NUMBER 4CA04611  
PURCHASING AUTHORITY NUMBER (if applicable)

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTOR NAME

Riverside County Fire Department - Ben Clark Public Safety Training Center

2. The term of this Agreement is:

START DATE

December 1, 2019

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$145,000.00 One Hundred Forty Five Thousand Dollars and 00/100 Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS    | TITLE                                  | PAGES |
|-------------|--|-------|
| Exhibit A   | Scope of Work                          | 1     |
| Exhibit B   | Budget Detail and Payment Provisions   | 1     |
| Exhibit B   | Attachment 1 - Rate Sheet              | 1     |
| Exhibit C * | General Terms and Conditions (04/2017) | -     |
| Exhibit D   | Special Terms and Conditions           | 2     |
| Exhibit E   | Additional Provisions                  | 2     |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Fire Department - Ben Clark Public Safety Training Center

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 400

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Kevin Jeffries

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

DEC 17 2019

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTING AGENCY ADDRESS

1234 East Shaw Avenue

CITY

Fresno

STATE

CA

ZIP

93710

PRINTED NAME OF PERSON SIGNING

Ruth Torres

TITLE

Staff Services Manager III, Southern Region

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

1/21/20

FORM APPROVED COUNTY COUNSEL

BY: GREGORY P. PRIAMOS DATE 11/21/19

ATTEST:

KECIA R. HARPER, Clerk

By DEPUTY

DEC 17 2019

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER  
4CA04611

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE



**EXHIBIT A  
 (Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Forestry and Fire Protection (CAL FIRE) facility use and lodging services as described herein:

Contractor shall provide facilities and lodging for students and instructors attending CAL FIRE Basic Fire Academy (BFA). Rooms shall be double occupancy whenever possible. Students shall not house with Instructors.

The Agreement may be amended to increase services at the rate(s) specified in Exhibit B, Attachment 1 – Rate Sheet.

CAL FIRE has the right to extend this agreement for one (1) year by amendment at the same terms, conditions and costs.

2. The services shall be performed at the County of Riverside, Ben Clark Safety Training Center, located at 16791 Davis Avenue, Riverside, CA 92518.
3. The services shall be provided during regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding recognized State holidays. Actual work schedule and service frequency shall be coordinated by the CAL FIRE Project Representative.
4. The Project Representatives during the term of this agreement will be:

|  |   |
|--|---|
| State Agency: Dept. Forestry and Fire Protection | Contractor: County of Riverside, Ben Clark Safety Training Center |
| Name: Len Nielson                                | Name: Phil Rawlings   |
| Phone: (559) 243-4126                            | Phone: (951) 453-7523   |
| Fax: (559) 222-4835                              | Fax: (951) 657-2662   |
| Email: Len.Nielson@fire.ca.gov                   | Email: Phil.Rawlings@fire.ca.gov                                  |

Direct all inquiries to:

|   |   |
|---|---|
| State Agency: Dept. Forestry and Fire Protection      | Contractor: County of Riverside, Ben Clark Safety Training Center |
| Section/Unit: Business Services – Acquisition Unit    | Section/Unit: N/A   |
| Attention: Mel Keller                                 | Attention: Phil Rawlings  |
| Address: P.O. Box 944246<br>Sacramento, CA 94244-2460 | Address: 16902 Bundy Avenue<br>Riverside, CA 92518                |
| Phone: (916) 445-9496                                 | Phone: (951) 453-7523   |
| Fax: (916) 323-1888                                   | Fax: (951) 657-2662   |
| Email: Mel.Keller@fire.ca.gov                         | Email: Phil.Rawlings@fire.ca.gov                                  |



**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates attached hereto as Exhibit B, Attachment 1 – Rate Sheet and made a part of this Agreement.
- B. The contractor shall submit, in arrears, an invoice to CAL FIRE for the total one-time cost incurred pursuant to the agreement. In addition, the invoice shall contain the following information:
  - 1) The agreement number (4CA04611).
  - 2) The dates or time-period which the invoiced costs were incurred.
  - 3) Description of service, quantity, rate, and total for the current invoice.
- C. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection  
Attention: Len Nielson  
1234 East Shaw Avenue  
Fresno, CA 93710  
(559) 243-4126  
Len.Nielson@fire.ca.gov

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5,

commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.

**EXHIBIT B, Attachment 1  
(Rate Sheet)**

**RATE SHEET**

| <b>Description</b>                  | <b>Cost</b> | <b>Unit of Measure</b> |
|-------------------------------------|-------------|------------------------|
| Lodging Room Rental                 | \$68.00     | Night                  |
| Classroom B                         | \$345.60    | Day                    |
| Roof Ventilation Prop               | \$247.22    | Day                    |
| Drafting Pit and Spray Wall         | \$197.77    | Day                    |
| Drill Pads                          | \$102.00    | Day                    |
| Hose Tower                          | \$197.77    | Day                    |
| Four (4) Story Tower                | \$255.12    | Day                    |
| Spray Wall                          | \$197.77    | Day                    |
| Class A One (1) Story/Fire Behavior | \$38.63     | Day                    |
| Class A Two (2) Story/Six (6) Pack  | \$77.26     | Day                    |



**EXHIBIT D**  
**(Special Terms and Conditions)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, within 10 days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Acquisitions Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Manager or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Right to Terminate (SCM 7.85)**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of

employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D  
(Special Terms and Conditions)**

**6. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**7. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**8. Contractor Name Change**

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

**EXHIBIT E  
(Additional Provisions)**

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

- 1) Primary Clause - Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 2) Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 4) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

**B. General and Commercial Liability Insurance**

Contractor shall provide commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**C. Worker's Compensation Insurance**

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than \$1,000,000.00. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**D. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles.**

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles of not less than \$1,000,000.00 policy.

**EXHIBIT E**  
**(Additional Provisions)**

**2. Regulations**

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
- B. Contractor shall cooperate with CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

**3. License and Permits**

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- B. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.