

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



ITEM: 3.14
(ID # 14387)

MEETING DATE:
Tuesday, February 09, 2021

FROM: FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratify and Approve the Amended and Restated Personal Service Agreement with Jennifer Elaine Cota dba J. Cota Forestry for the Spring Crest Defensible Fuel Profile Zone (DFPZ) Fuel Break California Licensed Timber Operator (LTO) through March 15, 2021, District 3. [\$1,186,500 - 100% State Grant Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Amended and Restated Personal Service Agreement with Jennifer Elaine Cota dba J. Cota Forestry for the Spring Crest Defensible Fuel Profile Zone (DFPZ) Fuel Break California Licensed Timber Operator (LTO) ("Agreement") for an aggregate amount not to exceed \$1,186,500 through March 15, 2021; and
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement.


ACTION:


Bill Weiser, Fire Department Chief 1/28/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: February 9, 2021
xc: Fire

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,186,500	\$ 0	\$ 1,186,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Grant Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 4, 2019 via Minute Order No. 3.14, the Fire Department was approved for acceptance of the FY 2018 California Department of Forestry and Fire Prevention Grant No. 5GA18224 in the amount of \$1,541,570 for the Spring Crest Defensible Fuel Profile Zone Fuel Break Project. This project involves construction of fuel breaks within the Spring Crest community to provide for resident and firefighter safety, ease of ingress and egress during firefighting operations and increasing defensible space around homes in the area. To achieve the project goal, a Registered Professional Forester (RPF) prepares a treatment plan for removal of fuels and vegetation and oversees the activities of a Licensed Timber Operator (LTO) to execute that plan. The LTO, licensed under the Forest Practice Act, is the authorized agent that will conduct forest tree cutting and fuel removal and treatment operations and will comply with all laws and regulations relating to such tree cutting or vegetation removal.

The Department is requesting approval of the Amended and Restated Personal Service Agreement with Jennifer Elaine Cota dba J. Cota Forestry for the Spring Crest Defensible Fuel Profile Zone Fuel Break Licensed Timber Operator. This will permit the completion of the project with the removal of fuels and vegetation from the area. The amended Agreement is not to exceed \$1,186,500 for services and is 100% grant funded.

Impact on Residents and Businesses

Approval of the Agreement will provide for the ongoing safety of the public and the firefighting personnel as it relates to fire mitigation and suppression efforts in the Spring Crest community. In addition, the project will reduce greenhouse gas emissions (GHG) in the area by reducing wildland fire hazards and increase carbon storage for improved forest health.

Additional Fiscal Information

Grant No. 5GA18224 Modification No. 1 reallocated funding for the LTO portion of this project and was approved by the Grantor August 6, 2019. The aggregate amount of \$1,186,500 is entirely covered under the grant, no County funds will be encumbered for the LTO services.

Contract History and Price Reasonableness

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

Purchasing issued Request for Quote (RQ) #RIVCO-2021-RFQ-0000156 for the Spring Crest Defensible Fuel Profile Zone (DFPZ) Fuel Break California Licensed Timber Operator (LTO). The notification was sent to twelve (12) vendors and advertised on the Purchasing website. Five (5) LTO companies attended the mandatory job walk and two (2) responses to the solicitation were received. Costs ranged from \$6,700 - \$6,900 per acre. However, due to impacts from Covid-19 on their labor force, Pacific Slope Tree Company, Inc. had to withdraw their quote submission as they would be unable to complete the project in the time allocated. Therefore, Jennifer Elaine Cota dba J. Cota Forestry was offered the award for the LTO services as the most responsive bidder.

Due to the expiring Grant funding (an extension was not granted), a not to exceed \$100,000 Personal Service Agreement was issued to the Contractor, so the work could be completed in time to fulfill the Grant timeline obligations, with the intent to seek Board Approval for an Amended Agreement which is the action before the Board.


Diane Sinclair, Deputy Director-Fire Admin 2/2/2021


Tina Grande, Director of Purchasing 1/28/2021


Cheryl Williams 2/2/2021


Jeff Van Wagenen, Assistant CEO / Public Safety 2/2/2021


Gregory Priamos, Director County Counsel 2/2/2021

AMENDED and RESTATED PERSONAL SERVICE AGREEMENT

for

SPRING CREST DEFENSIBLE FUEL PROFILE ZONE (DFPZ) FUEL BREAK

CALIFORNIA LICENSED TIMBER OPERATOR (LTO)

between

COUNTY OF RIVERSIDE

and

JENNIFER ELAINE COTA dba J. COTA FORESTRY



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	11
18. Notices	11
19. Force Majeure	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Service	19
Exhibit B Payment Provisions.....	24
Exhibit C Map and Treatment Area	25
Exhibit D Additional Terms and Conditions	28

118-1005 # 811

This Agreement made and entered into by and between JENNIFER ELAINE COTA dba J. COTA FORESTRY, a California Sole Proprietorship, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C Maps and Treatment Area and Exhibit D Additional Terms and Conditions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through **March 15, 2021**, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **one million one hundred eighty-six thousand five hundred dollars (\$1,186,500)** for Fiscal Year 20/21 including all expenses. A Fiscal Year is defined as the period of July 1st through June 30th of the following calendar year. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the period of performance of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. No retroactive price adjustments will be considered.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**Riverside County Fire Department
Attn: Accounts Payable
210 W. San Jacinto Ave. – Perris, CA 92570**

Or invoices may be submitted via email to: APInvoices@fire.ca.gov

Email invoice submissions MUST also be sent to: CALFIRERRUGRANTS@fire.ca.gov

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-0002694); tree removal/tree product acreage; service descriptions, unit prices, extensions, separate line for disposal fees with weight ticket included as supporting documentation, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 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 terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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 this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event 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. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. **Use By Other Political Entities** – Intentionally deleted

14. **Non-Discrimination**

CONTRACTOR shall not be 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 and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. **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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. **Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. 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 third party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Fire Department Grants Program Manager, or designee, in cooperation with the Purchasing Department, or designee, shall administer this Agreement on behalf of the COUNTY and serve as the liaison with the CONTRACTOR in connection with this Agreement.

17.1 County Fire Department Grants Program Manager contact information:

Administrative Services Analyst II – Grants

Email: CALFIRERRUGRANTS@fire.ca.gov

Direct Phone: (951) 940-6361

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Fire Department

Attention: ASA II – Grants

210 W. San Jacinto Ave.

Perris, CA 92570

Email: CALFIRERRUGRANTS@fire.ca.gov

CONTRACTOR

J. Cota Forestry

Attention: Jennifer Elaine Cota

167 Ridgeview Drive

Montague, CA 96064

Email: j.cotaforestry@yahoo.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the 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 Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 indemnification to Indemnitees as set forth herein.

21.3 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.

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

22. Insurance

22.1 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention 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.

3) 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, and 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance 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.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 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 of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 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. 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.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties 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.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: FEB 09 2021

JENNIFER ELAINE COTA
dba J. COTA FORESTRY
a California sole proprietorship

By: Jennifer Elaine Cota
Name: Jennifer Elaine Cota
Title: Proprietor

Dated: 2/1/2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: AP Priamos
Amrit P. Dhillon
Deputy County Counsel

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Kecia R. Harper
Deputy

Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program



The SPRING CREST DEFENSIBLE FUEL PROFILE ZONE (DFPZ) FUEL BREAK Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information visit the California Climate Investments website at: www.caclimateinvestments.ca.gov

Grant Project Period of Performance: June 10, 2019 – March 15, 2021

EXHIBIT A SCOPE OF SERVICES

A1.0 Background: Riverside County Fire Department has been awarded funding from the California Climate Investment (CCI) Grant for Greenhouse Gas Reduction and Hazardous Fuel Reduction by the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE). Please see the previous page for more information on the funding.

Project Title: Spring Crest Defensible Fuel Profile Zone (DFPZ) Fuel Break

Project Tracking Number: 18-FP-RRU-0022

Grant Award Number: 5GA18224

Estimated Agreement Period of Performance: December 2020 – March 2021

A1.1 Project Summary: This project intends to create a Defensible Fuel Profile Zone (DFPZ) within and around the Spring Crest Community near Pinyon and located in Riverside County, California. Native vegetation in and around the Spring Crest community is a continuous dense stand of brush species, primarily red shank (*Adenostoma sparsifolium*), commonly called ribbonwood. This species, as well as the mix of other brush species has significant potential to generate destructive wildfire conditions. As such, the type, arrangement, and density of native vegetation in this area constitutes the classification as hazardous flammable fuel. A fuel reduction is applied to modify the native vegetation on private property in the Spring Crest community to create the DFPZ. The project involves construction of fuel breaks along the roads surrounding the community, and roads within the community, providing resident and firefighter safety, ease of ingress and egress during a fire, and increasing the defensibility of the homes in the area.

A2.0 CONTRACTOR Qualifications:

A2.1 CONTRACTOR is a Licensed Timber Operator in the State of California, license #A10969

A2.2 CONTRACTOR and all CONTRACTOR'S personnel assigned to the Spring Crest DFPZ project possess current and valid California Driver's Licenses (Class C or higher) throughout the period of performance of the Agreement.

A2.3 Suspension or revocation of the above license requirements shall result in immediate work stoppage, and potential termination of the Agreement upon written notice by the COUNTY.

A2.4 CONTRACTOR has thorough knowledge of U.S. Forest Practice Rules (Title 14, California code of regulations, chapters 4 and 4.5 with the Z'Berg Nejedley Forest Practice Act, January 1997 (or most current) version.

A2.5 CONTRACTOR has demonstrated experience working with State, Local, and Federal fire codes, standards, ordinances and regulations as they relate to fuel (vegetation) hazard reduction in California.

A3.0 CONTRACTOR shall work cooperatively with the Riverside County program management team and the assigned Registered Professional Forester (RPF) and shall implement the fuel reduction prescription to achieve the Spring Crest Defensible Fuel Profile Zone by applying the following guidance:

A4.0 Treatment Area: The treatment area is within Spring Crest Community where residential homes are scattered throughout the community. Treatment area is entirely on private property. Work is permitted only on private properties with signed Riverside County Fire agreements. No work shall be conducted on adjacent San Bernardino National Forest lands or on private properties without signed agreements.

A4.1 CONTRACTOR shall work only in the following areas:

a) Roadside treatment areas. To ensure safe ingress/egress, the area on both sides of the community roads shall be treated for a linear distance of 150 feet.

- b) Perimeter treatment area. To protect the community from wildfires, the area surrounding the community shall be treated for a linear distance of 300 feet from the property lines.
- c) See the **Exhibit C** for map of treatment areas and acreage.

A5.0 Fuel Reduction Prescription: The Defensible Fuel Profile Zone (DFPZ) applies a fuel reduction prescription to modify the vertical and horizontal continuity of hazardous fuels within the treatment area for the purpose of reducing wildfire behavior. A modified wildfire behavior allows firefighters to conduct fire suppression operations to protect the community. In turn, the DFPZ reduces risk to firefighters, reduces cost and losses from destructive wildfires and reduces the potential loss of lives. Further, the fuel reduction prescription balances reduction of hazardous fuels by giving consideration for environmental factors, aesthetic values and viewshed of the community area.

A5.1 CONTRACTOR shall apply the following fuel reduction prescription:

- a) Fuel Reduction Prescription for brush species. Brush is the dominant vegetation throughout the treatment area. The existing brush stand is a dense stand that ranges 10 – 15 feet in height with an estimated fuel loading 10-15 tons/ acre.
- b) Remove dead or dying brush species within the treatment area.
- c) Spatially separate live brush to create gaps or openings within brush stands in a random, mosaic pattern. Fuel reduction of brush will range between 30-60% and the percentage of reduction is based on existing vegetation conditions, slope, soils, and access.
- d) Retain a mixture of young and mature healthy brush specimens.
- e) Prune dead branches and lower branch of brush no greater than 1/3 height of the plant and consistent with industry standard pruning practices.
- f) Priority for modifying and removing brush species
 - (1) Red Shank
 - (2) Chamise
 - (3) Ceanothus
 - (4) Manzanita
 - (5) Other brush species, such as ceanothus, sumac and scrub oaks

A5.2 Fuel Reduction Prescription for tree species. Trees are occasionally found throughout the treatment area and typically associated with the developed areas and watercourses. Emphasis is to retain live healthy trees and remove only dead or dying trees within the treatment area. **CONTRACTOR shall apply the following fuel reduction prescription for tree species:**

- a) Remove dead or dying trees within the treatment area.
- b) Prune lower branches of trees no greater than 1/3 the height of the tree or to 8 feet consistent with industry standard pruning practices.
- c) Remove brush or ladder fuels underneath the canopy of trees.
- d) Avoid damaging retained trees.

A5.3 Fuel Reduction Prescription for desert plant species. Various desert plants are scattered throughout the brush stand. When and where feasible CONTRACTOR shall avoid the removal of these plants:

- a) Various cactus
- b) Yucca or Spanish sword plants

A5.4 Watercourses, Special Treatment Areas, Retention Areas and Aesthetics. CONTRACTOR work requirements for these areas are as follows:

- a) Two (2) Class II watercourses bisect the treatment area. Where the treatment area spans across a watercourse, then watercourses will be flagged to avoid entry into these areas. No treatment is permitted in these watercourses.
- b) Special Treatment Areas are those areas where site conditions warrant a modified fuel reduction prescription, such as the area around structures.
- c) Where feasible CONTRACTOR shall retain natural retention areas (untreated areas), no greater than 2,500 square feet (50 feet x 50 feet), and no closer than 500 linear feet.
- d) For rock outcropping site, CONTRACTOR must consult with the RPF.
- e) Implementing the fuel reduction prescription shall give consideration for aesthetics and the viewshed within the community.

A5.5 Treatment of Biomass. CONTRACTOR work requirements for biomass is as follows:

- a) Biomass may be chipped and rebroadcast over exposed soil sites to a depth no greater than two (2) inches.
- b) For site conditions suitable for mastication operations, masticated material shall be shredded to allow cut material to lay flat to the ground and shall not exceed two (2) inches in depth.
- c) Biomass may be redistributed to other exposed soils sites within the project area, not to exceed two (2) inches in depth.
- d) Excessive biomass may be transported off site to a green waste facility.
 - i. CONTRACTOR'S identified facilities:
 - 1. Idyllwild Transfer Station: 28100 Saunders Meadow Rd, Idyllwild, CA 92549
 - 2. Anza Transfer Station: 40329 Terwilliger Rd., Anza, CA 92539
- e) In isolated locations, cut brush may be lopped and scattered to a height no greater than 6 inches with maximum ground contact. CONTRACTOR will coordinate lop and scatter treatment with the RPF, or RPF designee.

A6.0 Terrain Conditions: Generally, the slope of the treatment area ranges from 10-50%, with isolated sites exceeding 50% slope. Further, soils have low organic matter and are rocky. The combination of slopes and soil conditions limits the location of mechanical equipment operations. CONTRACTOR shall conduct operations to minimize soil erosion and apply corrective measures before the rain season and/or at the completion of the treatment. Corrective measures include: recontour disturbed soil sites to natural grade and install waterbars.

A7.0 Project Flagging: The following describes the flagging standards for this project. CONTRACTOR shall work only within the designated flagged areas. If CONTRACTOR has any questions or concerns about the flagging/marking or lack of (flagging was torn down for unknown reasons), then the CONTRACTOR shall contact the RPF, or RPF designee, for clarification.

- a) Perimeter flagging: single stands of solid white and solid red flagging
- b) Watercourses: single stand of white and blue striped WLPZ flagging
- c) Special Treatment areas: single strand of orange or white stripe with printed "Special Treatment Area".
- d) Exclusion areas: To be provided by RPF prior to LTO work beginning
- e) Sample Mark: Leave tree mark- white paint/white flagging

A8.0 Fuel Reduction Methods: The fuel reduction work is conducted through both manual and mechanical operations. Due to access, slope, and soil conditions, only 20-30% of the area is suitable for mechanical treatment, while the remaining area (70-80%) requires the removal of vegetation through manual treatment. CONTRACTOR shall apply the following fuel reduction method based on site conditions:

- a) Woodchippers shall have the capacity to process woody material up to 12 inches in diameter.

- b) Due to steep slopes and soil conditions, only small or medium sized masticator are allowed.
- c) Hand tools, such as chain saws, axes, shovels, Pulaski's, weed eaters are likely tools used to cut vegetation
- d) Other support vehicles may be necessary to complete the job, such as dump trucks, loaders.

A9.0 Hand Tools and Equipment Operations: Hand tools and equipment consistent with vegetation management projects are expected to be used and supplied by the CONTRACTOR. CONTRACTOR shall adhere to the following hand tool and heavy equipment operations:

- a) All equipment and support vehicles shall comply with Department of Motor Vehicle regulations and comply with the California Air Resources Board regulations.
- b) All chainsaws shall comply with spark arrestor requirements (PRC 4442)
- c) All chainsaw operations shall comply with Public Resource Code (PRC) for fire extinguishers (PRC 4427)
- d) All vehicles and heavy equipment shall be equipment with fire tools (PRC 4428)
- e) The job site shall have a fire toolbox with firefighting tools available to assist with firefighting (PRC 4428)
- f) All hand tools and equipment shall be maintained in good working order and free of petroleum leaks.
- g) A water tender or water buffalo shall remain onsite, full of water and operational to support firefighting operations with 300 feet of 1 ½ firefighting hose and variable pattern nozzle.
- h) No fuel storage is permitted on site.
- i) Equipment operations shall avoid flailing woody material near structures and roadway.
- j) No heavy equipment operations shall occur on slopes greater than 40% or rocky, unstable slopes.
- k) No heavy equipment operations shall occur with the designated watercourses.
- l) For skid trails and handline trails, waterbars must be constructed prior to the start of the rain season. Waterbars shall be installed consistent with the Forest Practice Rules (FPR).
- m) Coordinate staging equipment with the RPF, or RPF designee, and the landowner.

A10.0 Operational Hours: Operational work hours are Monday through Saturday 0700-1700 (7:00 am – 5:00 pm). During hot or extreme weather conditions, CONTRACTOR shall coordinate with the RPF, or RPF designee, on operational work hours.

A11.0 Community Infrastructure: The community roads are paved and have curbs. A private water system supports domestic water for most of the residential homes. The community water system supports a hydrant system. A few landowners have private water systems. Electrical and communication lines are underground with above ground connection boxes. Cellular service is fair to poor. CONTRACTOR shall avoid damages to community infrastructure system.

A12.0 General Operations: CONTRACTOR shall comply with the following general operational requirements:

- a) Maintain communication with the RPF or Designee/Coordinator on a weekly basis
- b) Maintain a clean job site
- c) Maintain positive communication with landowners

A13.0 Out of Scope Services: In the event of requests for out of scope services, defined as work which is not identified or contained herein, CONTRACTOR shall notify the County Program Manager (see Section 17) in writing of requested out of scope services and communicate accordingly with the RPF to submit a not-to-exceed quote for out of scope services, and shall not proceed with said work without a signed amendment to the

Agreement. Verbal approvals will not be accepted. CONTRACTOR assumes all risk for work performed without an authorized Agreement amendment.

A14.0 Project Plan and Timeline: CONTRACTOR shall follow the assigned project plan and timeline contained below. In the event of unforeseen issues that may arise as part of this project, CONTRACTOR must notify the County Program Manager and the RPF as to any issues which may cause a delay to the agreed upon project plan and timeline as soon as they are identified. Time is of the essence in completing the work contained herein to meet the grant agreement deadline of March 15, 2021.

A14.1 Project Plan and Timeline:

- a) Project start: January 2, 2021 due to the number of non-work days and/or holidays during the month of December 2020.
- b) CONTRACTOR will use adequate personal and equipment on the project in order to meet the strict deadline of February 6, 2021.
- c) CONTRACTOR will have a non-working supervisor that will work with the RPF (Black Fox Representative) and communicate with property owners,
- d) Eighteen (18) Laborers will be committed with the ability to add additional laborers if needed to complete the project.
- e) Equipment: 2-12" min. chippers, 2-4 trucks, 2-4 dump trailers as needed, Fire Wagon to meet the specifications of CAL FIRE Crew transportation vehicles needed, road signage and all Personal Protective Equipment needed to for the completion of the project within the period of performance.
- f) CONTRACTOR will construct fuels breaks within the community of Spring Crest and start the properties in a systematic order to reduce the movement of equipment within the project area.
- g) CONTRACTOR estimates 2-3 acres completed daily with an estimated twenty-eight (28) workdays, weather permitting, during the project period.

**EXHIBIT B
PAYMENT PROVISIONS**

B1.0 Invoices: Invoices for payment will NOT be accepted prior to the RPF notifying the CONTRACTOR of the acceptance of the completed work. Acceptance shall be defined as documentation or other agreed upon deliverable presented without errors, stipulations, pending completion data, proof of material disposal (as applicable), or omission of pertinent information which can reasonably be considered as rendering the deliverable as incomplete.

B2.0 Per Acre pricing contained below includes all expenses to perform work including, but not limited to, personnel, equipment, travel, lodging, administrative costs, etc. In the event a parcel includes a “partial acre” the cost per acre unit price will be used to calculate the percentage of cost for the total services performed. (IE: half acre, quarter acre, etc.).

B2.1 Prior to work beginning, additional parcels may be added to total acreage if landowner returns property owner agreement giving permission for work to be done and is approved to include in the project by the RPF.

B3.0 Applicable disposal fees will be invoiced as a separate line item (not to be included in the “Price Per Acre” calculation) and CONTRACTOR will be reimbursed for the actual disposal fee cost. Weight ticket confirmation of cost must be included with invoice submission as proof of disposal and disposal cost. Invoices submitted without the correct weight ticket will not have disposal fees paid.

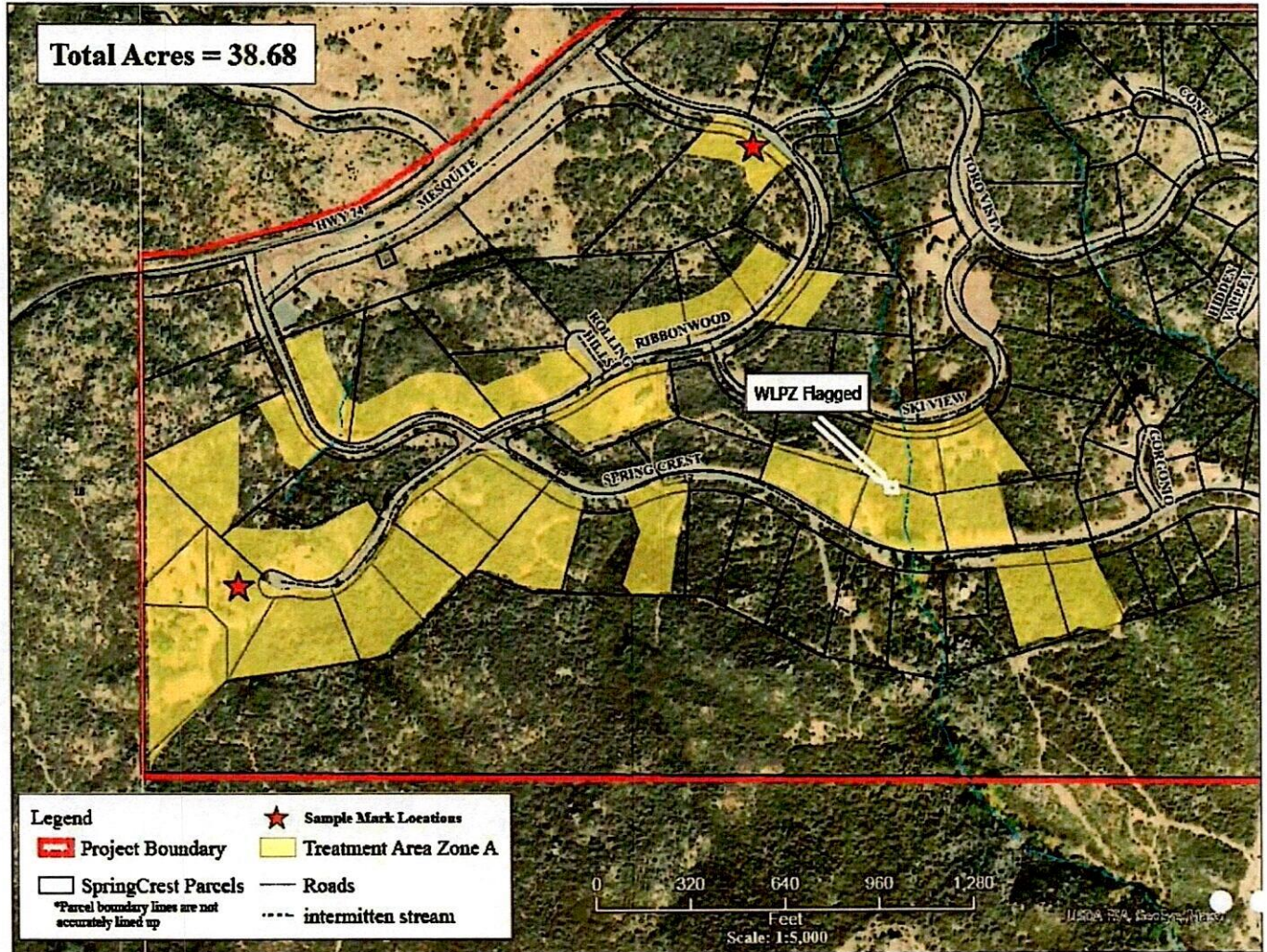
B4.0 Price Per Acre

Description	Price Per Acre
Zone A and B	\$6,900.00

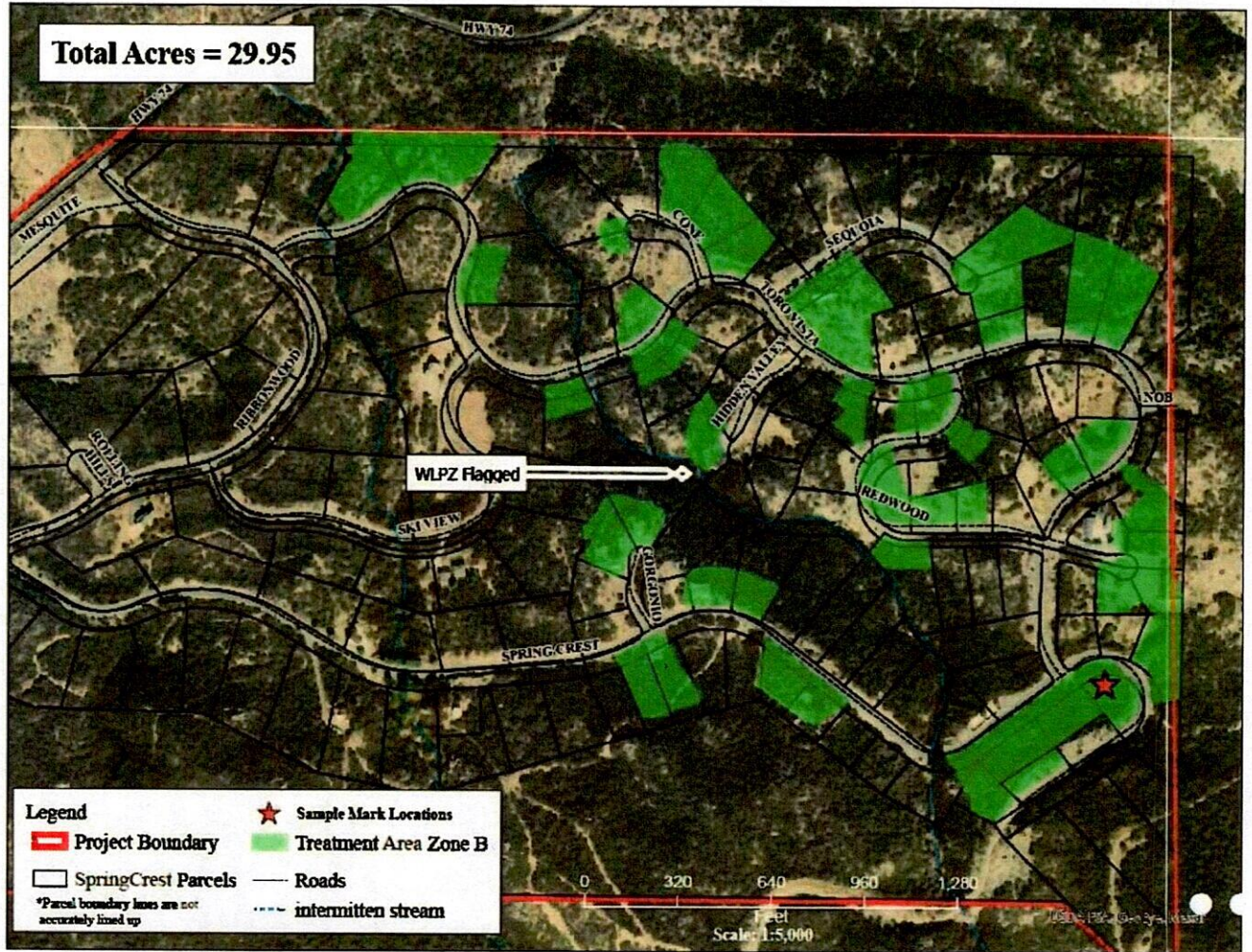
This space left intentionally blank

**EXHIBIT C
TREATMENT AREA MAPS**

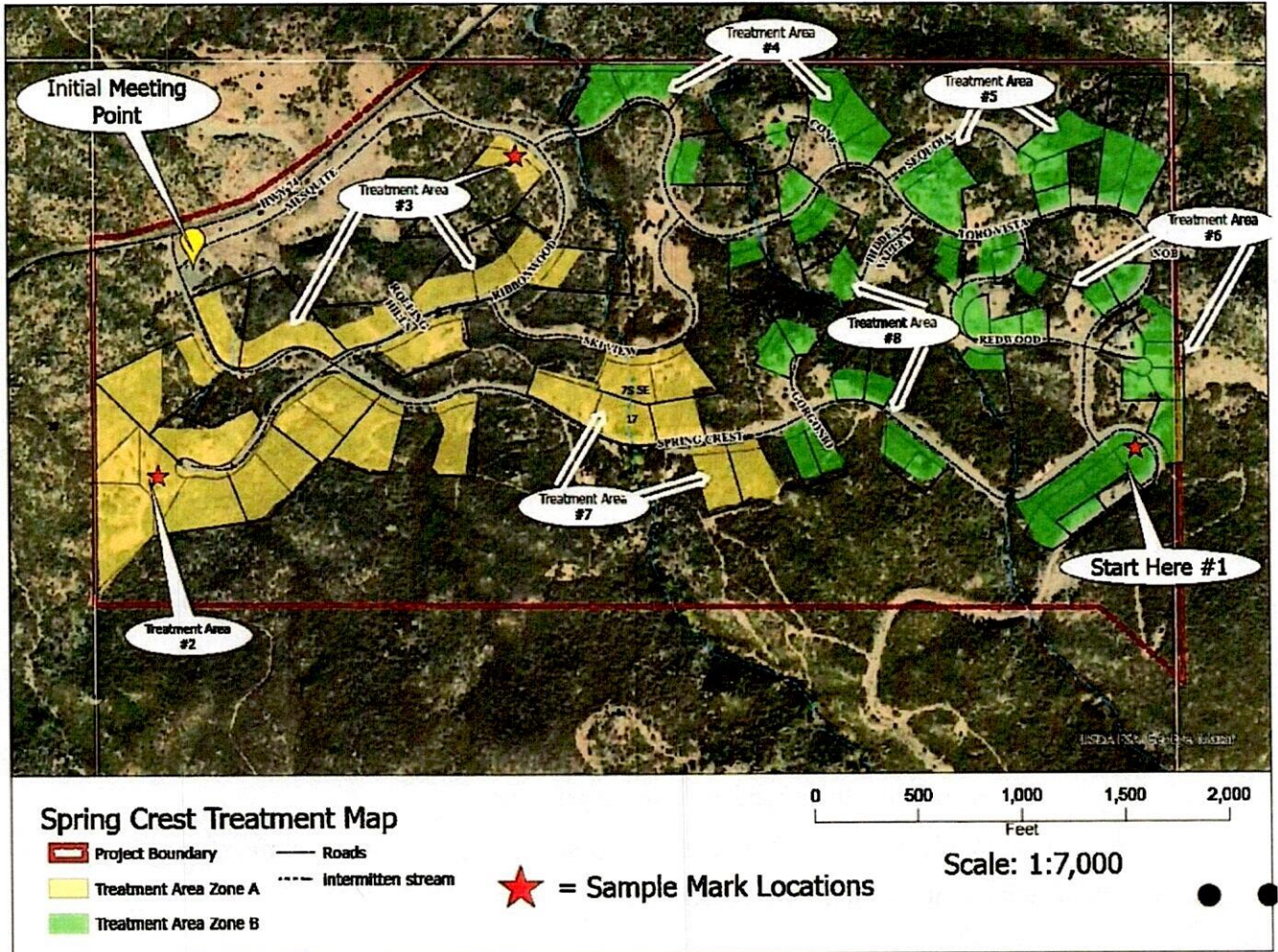
C1.0 – Zone A Treatment Map



C2.0 – Zone B Treatment Map



C3.0 Treatment Area



**EXHIBIT D
ADDITIONAL TERMS AND CONDITIONS**

CONTRACTOR shall agree to the same terms and conditions as indicated below for Grantee (COUNTY), consistent with the Grant Agreement # 5GA18224 between the County and the State of California.

1) Hold Harmless

a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

2) Tort Claims;

a. FEDERAL: The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

b. STATE: The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

3) Nondiscrimination; The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

4) Incorporation; The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

5) Severability; If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

6) Waiver; No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.