

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



ITEM: 3.14
(ID # 14642)

MEETING DATE:

Tuesday, April 13, 2021

FROM: FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratify and Approve Amendment No. 1 to the Service Agreement with Black Fox Timber Management Group, Inc. for Elsinore Front Country Fuel Break Registered Professional Forester Services through March 15, 2022, District 1. [Total Cost \$592,870; up to \$59,287 in additional compensation - 100% State Grant Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 1 to the Service Agreement for Elsinore Front Country Fuel Break Registered Professional Forester Services between County of Riverside and Black Fox Timber Management Group, Inc. (Amendment No. 1) to increase the total contract amount by \$492,870 from \$100,000 to \$592,870 through March 15, 2022;
2. Authorize the Chair of the Board to sign Amendment No. 1 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: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

ACTION:


Bill Weiser, Fire Department Chief 3/30/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: April 13, 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	\$ 50,000	\$ 458,401	\$592,870	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Grant Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 6, 2018 via Minute Order No. 3.20, the Fire Department was approved for acceptance of the FY 2018 California Department of Forestry and Fire Prevention Grant No. 5GG17197 in the amount of \$1,898,303 for the Elsinore Front Country Fuel Break project. The project was to construct a shaded fuel break in the mountains to the west of Lake Elsinore, Wildomar, and adjacent unincorporated communities known as the Elsinore Front Country (EFC).

To accomplish the project goals, the department procured Black Fox Timber Management Group Inc., a Registered Professional Forester (RPF) who is knowledgeable in fuel reduction techniques and systems, able to design the fuels treatment prescription, oversee all fuel hazard reduction and vegetation removal as defined in Public Resource Code (PRC) sections 753 and 754 and ensure environmental compliance is met.

The original project goal was to construct 14.2 miles of a 300-ft wide a shaded fuel break which would consists of a fuel treatment area of 516 total acres to reduce fire hazard for 5,300 habitable structures. However, during initial environmental review, it was determined that a modification needed to be made to the original project goal and the project area increased to 1,103 totals acres. A modification request was submitted to the grantee to reallocate funds to the RPF to cover the increased work and that document was approved on December 11, 2020, resulting in an amendment to the original agreement with Black Fox.

With the approval of this Amendment No. 1, Black Fox will now perform environmental studies and compliance on the total 1,103 acres. Due to the program end date of March 15, 2022, Black Fox and the Licensed Timber Operator(s) the Fire Department is in the process of procuring to remove vegetation will only be able to apply the treatment to the original 516 acres. However, California Department of Forestry and Fire Protection (Cal Fire) will assume the responsibility for completing the fuel break as well as maintaining the work completed as part of the Elsinore Front Country Fuel Break project.

Impact on Residents and Businesses

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

The increase in the project area will provide additional protection to the communities as well as increase the health and safety of the public and firefighting personnel against fire and fire related hazards in the unincorporated area.

Additional Fiscal Information

The previous amount of grant funds allocated to Black Fox was \$330,000 over the project period of November 2018 through March 15, 2022. To date, \$134,469 has been expended with Black Fox. With the approved grant Modification No. 3, the aggregate amount allocated is now \$592,870 over the period of the project. All funds expended by the Fire Department for RPF services are 100% reimbursable per the grant agreement.

Contract History and Price Reasonableness

Purchasing issued Request for Quote (RFQ) #FPARC-365 for Elsinore Front Country Fuel Break Registered Professional Forester Services. The notification was sent to 136 vendors and advertised on the Purchasing website. Twenty-six potential bidders viewed the RFQ documents but only one response was received even though extensive competition was sought. Black Fox was found to be the lowest responsive bidder and was offered the award for the RPF services.

ATTACHMENT:

- Amendment No. 1


Diane Sinclair, Deputy Director-Fire Admin 4/1/2021


Tina Grande, Director of Purchasing 3/31/2021


Cheryl Williams 4/5/2021


Gregory L. Priamos, Director County Counsel 4/1/2021

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

Original Contract Term:	5/20/2019 through 5/31/2020 with options to renew through 1/31/2022
Contract Term Extended To:	March 15, 2022
Effective Date of Amendment:	June 1, 2020
Original Annual Maximum Contract Amount:	\$100,000
Amended Aggregate Contract Amount:	\$592,870
Contract ID:	FPARC-95877-001-02/22

This Amendment No. 1 to the Service Agreement for Elsinore Front Country Fuel Break Registered Professional Forester Services is entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and Black Fox Timber Management Group, Inc., a California corporation ("CONTRACTOR"), ("Amendment No. 1") is effective June 1, 2020.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement for Elsinore Front Country Fuel Break Registered Professional Forester Services, effective May 20, 2019 (the "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to update the period of performance, compensation amount and the applicable scope of services.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Section 2 of the Agreement ("Period of Performance"), first sentence, is hereby deleted in its entirety and replaced with the following:
This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 15, 2022, unless terminated earlier.
3. Section 3.1 of the Agreement ("Compensation"), second sentence, is hereby deleted in its entirety and replaced with the following:
Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred ninety-two thousand eight hundred seventy dollars (\$592,870) aggregate amount including all expenses for the period of performance of the Agreement.
4. Section 3.3 of the Agreement ("Compensation"), first sentence, is deleted in its entirety and replaced with the following:
CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within ten (10) calendar days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from date of receipt of invoice.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

5. Section 13 of the Agreement (“Use By Other Political Entities”) is hereby deleted in its entirety as this project has a defined scope of services only applicable to the Elsinore Front Country Fuel Break location. Section 13 shall now read as follows:

13. Use By Other Political Entities – Intentionally Deleted

6. Section 17 of the Agreement (“Administration/Contract Liaison”) is deleted in its entirety and replaced with the following:

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

7. Exhibit A of the Agreement (“Service Specifications”) is hereby deleted in its entirety and replaced with Exhibit A1 contained in the Attachment to Amendment No. 1, attached hereto.

8. Exhibit B of the Agreement (“Payment Provisions / Pricing”) is hereby deleted in its entirety and replaced with Exhibit B1 contained in the Attachment to Amendment No. 1, attached hereto.

9. Exhibit C of the Agreement (“Area Map”) is hereby renamed and referenced in the Agreement as Exhibit D Area Map.

10. Exhibit D of the Agreement (“Area Map”) is amended to include Exhibit D1.1 titled “Current County Boundary Area” and Exhibit D1.2 titled “Proposed Boundary Area” contained in the Attachment to Amendment No. 1, attached hereto. Exhibit D1.2 is the new project area to be addressed in the updated Exhibit A1 Service Specifications.

11. The Effective Date of this Amendment No. 1 shall be June 1, 2020.

12. All other terms and conditions of the Agreement and this Amendment No. 1 not modified herein shall remain unchanged. The provisions of the Agreement and this Amendment No. 1 shall prevail over any inconsistency or conflicting provisions of the Agreement and this Amendment No. 1, and shall supplement the remaining provisions thereof.

[Signature Page to Follow]

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors
Dated: 06/13/2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Gregory P. Priamos
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

BLACK FOX TIMBER MANAGEMENT GROUP, INC.,
a California Corporation

*Signature of first corporate officer:

By: James Smith
Name: James Smith
Title: Chief Financial Officer
Dated: 3/16/2021

*Signature of second corporate officer:

By: Timothy R. English
Name: Timothy English
Title: Chief Executive Officer
Dated: 3/16/2021

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

Attachment to Amendment No. 1

**EXHIBIT A1
SERVICE SPECIFICATIONS**

A1.1 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).

Project Title: Riverside County – Elsinore Front Country Fuel Break

Project Tracking Number: 17-FP-RRU-2048

Project Grant Number: 5GG17197

Estimate Grant Period of Performance: April 2019 – March 15, 2022.

A1.2 Overview: The original project was to construct 14.2 miles of a 300-foot wide shaded fuel break in the mountains to the west of the Lake Elsinore and Wildomar communities known as the Elsinore Front Country (EFC) with the potential of the project area expanding further north. The project would have consisted of a fuel treatment area of 516 total acres which would reduce fire hazard for 5,300 habitable structures. The project was to reduce the risk of wildfire hazards that naturally exist in the area and are further accentuated through the “Elsinore Effect” weather pattern and wind events. The primary goals and objectives remain in eliminating wildfire starts, catching wildfires before they blow into wildland or urban areas, and facilitating firefighting efforts and general public safety. All of these contribute to reduced Greenhouse Gas emissions resulting from wildfire and increased carbon storage and sequestration over time.

The shaded fuel break creates a strip of land where fuel (for example, living trees and brush, and dead branches, needles, or downed logs) will be modified or reduced to limit the fire’s ability to spread rapidly. The 516-acre fuels treatment area creates a shaded fuel break by cutting, chipping, mastication, grinding, and pile burning (when appropriate). The shaded fuel break will maintain cooler and moister understory conditions which will generally remain greener longer into the growing season and help reduce fire spread within the fuel break area.

A1.2.1 Modifications: Modifications to the grant scope of work have extended the project area from the original northern boundary in the community known as Horsethief Canyon northward to the City of Corona’s southern border. This change now includes the communities commonly known as Temescal Canyon and Trilogy (herein referred to as “new area”). With the incorporation of the new area, as referenced in the Exhibit D1.2 Area Map, the total project area is described as the EFC from the northern border of the southern border of the City of Wildomar northward to the southern border of the City of Corona.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

The change increased the total acreage from the 516 acres estimated in the original project area to approximately 1,348 total acres and extended the California Environmental Quality Act (CEQA) compliance requirement that is stated in the grant agreement. Approximately 208 acres are owned by Conservation Entities and were removed from the total acreage, leaving the approved final mapping area as 1,103 acres. This also increases the compensation amount to be paid to the CONTRACTOR.

With the inclusion of the new area, which includes native tribal land, CONTRACTOR has been requested to sub-contract a Registered Professional Archaeologist and Biologist, which is a requirement under CEQA compliance, and will be included in the amended scope of services. Due to the sub-contracting requirements, the CONTRACTOR will only manage the fuel reduction activities and ensure the Licensed Timber Operator (LTO) work is completed for the original section of awarded work of 516 acres. This section of the scope of services will be updated based on the modification. The remaining acres will be treated in the future through other means.

A1.3 CONTRACTOR Requirements:

A1.3.1 CONTRACTOR must maintain a current Registered Professional Forester (RPF) license with the State of California Board of Forestry and Fire Protection during the period of performance of this Agreement.

RPF: Kathleen Edwards, License #2771 valid until 6/30/2021

A1.3.2 CONTRACTOR must possess a current and valid California Driver's License (Class C or higher) during the period of performance of this Agreement.

A1.3.3 Suspension or revocation of applicable license(s) will result in immediate work stoppage and assignment of a newly designated Forester upon written notice by COUNTY and/or possible termination of the Agreement.

A1.3.4 CONTRACTOR has thorough knowledge and experience in the following:

- a) U.S. Forest Practice Rules (Title 14, California code of regulations
- b) Chapters 4 and 4.5 with the Z'Berg Nejedley Forest Practice Act, January 1997 version)
- c) California Environmental Quality Act document writing and approval process including, but not limited to, writing Notice of Exemptions (NOE's), Mitigated Negative Declarations and Negative Declarations.
- d) Shaded fuel break layout
- e) Working with State, Local and/or Federal fire codes, standards, ordinances and regulations as they relate to fuel (vegetation) hazard reduction in California
- f) Reading and interpreting contract specifications, terms and conditions

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

- g) Create clear, concise, and accurate reports
- h) Interpret codes and regulations for the public
- i) Establish and maintain effective working relationships with County employees and the general public
- j) Make public presentations
- k) Proficient in Current Versions of Microsoft Word, Excel, and PowerPoint
- l) Contract experience working with Licensed Timber Operators

A1.3.5 Equipment: CONTRACTOR will be responsible for providing all necessary equipment, supplies, transportation, protective equipment, etc. in order to perform the required services.

A1.4 Working Conditions and Schedule:

A1.4.1 Work Environment: Work shall be performed in both an office environment and/or out in the field by the CONTRACTOR. Field work can be arduous due to the project area elevation, outdoor elements, and sloped ground. CONTRACTOR must have the physical abilities to be capable of walking many miles in rugged terrain in order to assess and conduct markings.

A1.4.2 Work Schedule: CONTRACTOR shall typically perform work during normal business hours of Monday through Friday 8:00am to 5:00pm., but also available to work outside of those hours and periodic weekends. Work hours may fluctuate significantly at times of the year due to weather, holidays and days off. There may be periods of time during the year where project work is not feasible. CONTRACTOR will communicate and work with the COUNTY to forecast project activity.

A1.5 COUNTY Responsibilities:

A1.5.1 COUNTY will provide to the CONTRACTOR magnetic signs for the CONTRACTOR'S vehicles to use as a means of identification connecting them to the work performed on behalf of the COUNTY.

A1.5.2 COUNTY will provide to the CONTRACTOR documentation to include in the Landowner Packet (defined below) including a cover letter from the Fire Chief regarding the project, a County property owner's agreement template to be completed via a mail merge with each property owner's data, a questionnaire and instructions on how to complete and return the document(s).

A1.5.3 COUNTY will provide a website with project information available to the public and the web link information will be included in the cover letter sent to the identified property owners.

A1.6 Scope of Services:

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

- A1.6.1** CONTRACTOR will collect all parcel data based on their mapping information and do a mailing to all identified property owner's in the updated project area. The mailing will include a cover letter from the Fire Chief, an introductory letter from the CONTRACTOR with contact information, questionnaire, instructions on completing the documents and returning them, a County property owner's agreement and any other documentation CONTRACTOR feels is necessary (herein referred to as Landowner Packet.)
- A1.6.2** CONTRACTOR will compile all data from the returned Landowner Packets in order to access the properties to do necessary field work.
- A1.6.3** CONTRACTOR will create, obtain approval, and implement a California Environmental Quality Act (CEQA) project-appropriate document.
- A1.6.4** CONTRACTOR will work with their subcontractors for archeology and botanist services as needed to comply with environmental requirements as well as Tribal notification processes per AB52.
- A1.6.5** CONTRACTOR will design necessary fuel hazard reduction and vegetation removal prescriptions
- A1.6.6** Project site boundary will be flagged by CONTRACTOR on parcel's which CONTRACTOR has permission to enter.
- A1.6.7** Trees and brush will be marked for removal by CONTRACTOR.
- A1.6.8** CONTRACTOR will prepare site appropriate layout and documentation (Shaded fuel break, fuel break, fuel modification, etc.)
- A1.6.9** CONTRACTOR will prepare and/or modify Geographical Information System (GIS) maps
- A1.6.10** CONTRACTOR will evaluate pre-harvest site conditions.
- A1.6.11** CONTRACTOR will generate detailed reports and documentation for all projects / issues related to the program within the scope of work and at an agreed upon timeframe, as applicable, with the designated County Program Manager
- A1.6.12** CONTRACTOR will engage with landowners to explain program benefits and responsibilities and to execute appropriate documents/contracts if and when applicable.
- A1.6.13** CONTRACTOR will subcontract with a Registered Professional Archaeologist and Biologist as needed for CEQA compliance requirements.
- A1.6.14** CONTRACTOR will provide contract administration, project management and oversight of the LTO for the southern section of the original mapping area referenced as Exhibit D1.1.

A1.7 Deliverables / Reporting:

- A1.7.1** Preparation, delivery and acceptance of CEQA document.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

- A1.7.2** Document contacts with landowners which may include executed documents and/or contracts by landowner.
- A1.7.3** Prepare a treatment prescription plan for a Licensed Timber Operator (LTO) to execute. The plan may include mark and flag the sites, manage the project, selectively thin and remove more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place.
- A1.7.4** Provide information and documentation for departmental procurement of LTO including, but not limited to, the treatment prescription plan.
- A1.7.5** Submit applicable reports and documentation related to the project scope of services on a monthly basis.

A1.8 Out of Scope Work: In the event of out of scope services, CONTRACTOR shall notify COUNTY in writing of requested out of scope services, communicate accordingly with the County designated Program Manager 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 executed Amendment and an authorized Purchase Order.

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
 WITH
 BLACK FOX TIMER MANAGEMENT GROUP, INC.

Attachment to Amendment No. 1

EXHIBIT B1

PAYMENT PROVISIONS / PRICING

B1.1 Payment Structure: Agreement compensation will be divided amongst monthly payments in arrears meeting the scope of services herein. Each invoice submitted by the CONTRACTOR will clearly identify the Agreement number, project name/designator, date, invoice identifying number, type of task, the time spent on the task, a description of the task, the contracted rate as identified by task in section B1.2 and an invoice total.

Invoices will NOT be processed for payment prior to the COUNTY notifying the CONTRACTOR of the acceptance of each task. Acceptance shall be defined as documentation or other agreed upon deliverable presented without errors, stipulations, pending completion data, or omission of pertinent information which can reasonably be considered as rendering the deliverable as incomplete.

B1.1 In the event there is no activity to invoice, CONTRACTOR will issue an “Account Statement” indicating \$0 invoiceable for that monthly reporting period.

B1.2 Final payment at the completion of the project scope of services will be made after all final documentation and County property has been turned in and accepted by the County Project Manager.

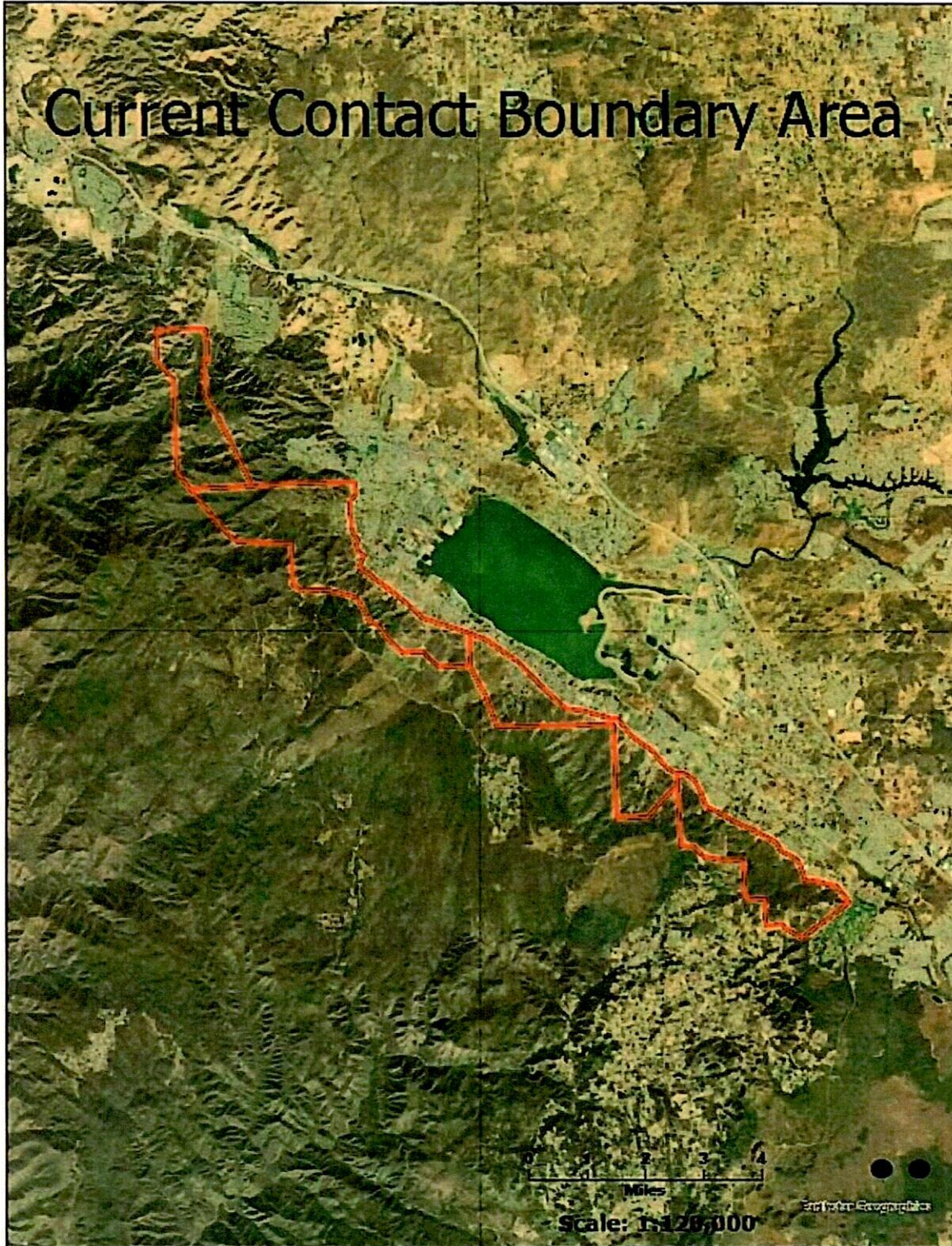
B1.3 Loss or damage to COUNTY property and/or equipment provided to the CONTRACTOR shall be replaced in-kind by the CONTRACTOR or deducted from final payment at the COUNTY’S discretion.

B1.2 Payment Provisions:

Item	Description	Rate	Unit of Measure	Totals
1	Initial Awarded Work of 516 Acres Project Area	\$450.00	Per Acre	\$232,200
2	Additional Work of 587 Acres Project Area	\$410.00	Per Acre	\$240,670
3	Field Support / GIS / Data Management	\$90.00	Per Hour	
4	Biologist	\$115.00	Per Hour	
5	Project Coordinator	\$120.00	Per Hour	
6	Registered Professional Forester Services for CEQA	\$120.00	Per Hour	
7	Senior Specialist IV	\$255.00	Per Hour	
8	Specialist V	\$225.00	Per Hour	
9	Survey/Coordination Support Specialist I	\$200.00	Per Hour	
10	Survey/Reporting Assistance Technician IV	\$150.00	Per Hour	
11	Survey Crew – Technician I	\$125.00	Per Hour	
12	GIS Support	\$180.00	Per Hour	
13	Administrative Support	\$90.00	Per Hour	

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

Attachment to Amendment No. 1
EXHIBIT D1.1
Current County Boundary Area



COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE SERVICE AGREEMENT
WITH
BLACK FOX TIMER MANAGEMENT GROUP, INC.

EXHIBIT D1.2
Proposed Boundary Area

