

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



**ITEM: 3.26
(ID # 18851)**

MEETING DATE:
Tuesday, June 07, 2022

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratify and Approve the Service Agreement for Juvenile Fire Intervention Program Consultant Services Between County of Riverside and Laura Billon, an Individual, Without Seeking Competitive Bids through March 15, 2024 All Districts; [Total Aggregate Cost -\$358,000 - 100% State Grant Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Service Agreement for Juvenile Fire Intervention Program Consultant Services Between County of Riverside and Laura Billon, an Individual, (Agreement) without seeking competitive bids for a total aggregate contract amount of \$358,000 through March 15, 2024;
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 funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement, including but not limited to, modifications of the Scope of Services that stay within the intent of the Agreement.

ACTION:


Bill Weiser, Fire Department Chief 5/12/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: June 7, 2022
xc: Fire

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 135,000	\$ 150,000	\$ 358,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Grant Funds			Budget Adjustment: No	
			For Fiscal Year: 21/22, 22/23, 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 14, 2021, via Minute Order 3.23, the Board of Supervisors approved the acceptance of the FY2021 CAL FIRE Climate Investments (CCI) Fire Prevention Grant No. 5GG20165. Because of the need for in-depth guidance to re-invent and implement a successful Juvenile Fire Intervention Program (JFIP), Riverside County Fire Department (RCFD) subject matter experts overseeing the JFIP determined it would be beneficial to contract with a professional consultant at this critical stage of development.

The consultant chosen, Laura Billon, is at the top of her field as a Senior Firesetter Profiler, Certified Fire Investigator and an accomplished educator who teaches in the Fire Technology Department at Miramar College in San Diego. She is also an instructor in the Arson and Fire Prevention Management Departments for the Department of Homeland Security's United States Fire Administration / National Fire Academy in Emmitsburg, Maryland.

Laura has fully developed and implemented JFIP's for the Department of Emergency Management in Dutchess County New York and for the Fire Department in the City of Honolulu Hawaii as well as wrote the national curriculum for the U.S. Fire Administration which is used by the Federal Emergency Management Agency (FEMA).

Her expertise and knowledge are crucial to the development and training needed for RCFD's JFIP to be effective. Along with RCFD's Sr. Public Information Specialist, who has gone through the juvenile fire intervention training taught by Laura, the Department deems the added proficiency of a specialized consultant will enhance the program development and implementation tremendously and be instrumental in achieving the objectives of the grant. Done correctly, RCFD's program can become a national model for other departments and agencies to use as a guide for developing or enhancing their own programs.

Working collaboratively to customize the JFIP for Riverside County, the following services and product will be provided by Laura:

- Develop risk assessment tools to identify at risk youth and/or areas of concern
- Develop and write policies and procedures
- Develop and write program templates
- Establish program goals, objectives and procedures
- Establish follow-up procedures and protocols

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- Identify, educate and work collaboratively with key stakeholders within the County to cover all aspects of the program during initial development and implementation.
- Training and workshops will be provided for internal staff and key stakeholders in identifying at risk youth and all steps of the program.

Impact on Residents and Businesses

There is no negative impact on residence or businesses. This program will focus on providing outreach and educational material to minors and their parents/guardians in the County as an opportunity for families to work with RCFD, partnering agencies and stakeholders to address concerns regarding their child(ren) and fire setting behavior. JFIP will contain risk level assessments, evaluations, fire safety education, ongoing support and preventative strategies to protect the health and safety of the community as well as firefighting personnel.

Additional Fiscal Information

100% of the cost of this consultant is paid through grant funding. An amendment to the grant agreement was executed in April of 2022 which reallocated the funding from Temporary Assignment Program Sr. Media Specialist position as well as funds from the billboard advertising budget line. This resulted in an amount of \$358,000 to be utilized for contracting with a consultant through the term of the grant funding through March 15, 2024.

Contract History and Price Reasonableness

Approved Sole Source is attached to this request and is based on the justification that the program area is extremely specialized. As the instructor from the classes required to implement such a program, Laura Billion is uniquely qualified to consult on what the RCFD program needs and train staff in all areas of a successful JFIP. This internal training will be structured specific to the needs of Riverside County and the demographics of the population served. Her rates for trainings (\$2,000) and workshops (\$1,000) are less than the cost of travel and lodging (\$7,663) to send one RCFD staff member to Maryland to attend the National Fire Academy Youth Firesetter Intervention course. Her hourly rates of \$150.00 are comparable to other specialized consultants used by RCFD for grant funded programs which range from \$120.00/hour for a Registered Professional Forester to \$225.00/hour for an Archeologist. Her expertise and knowledge will be instrumental in developing a program that meets the Federal Emergency Management Agency (FEMA) criteria for addressing juvenile fire setting behavior.

ATTACHMENTS:

- Service Agreement with Laura Billion
- Grant Agreement Amendment 1 5GG20165
- Sole Source Justification


Rebecca S Cortez, Principal Management Analyst

6/1/2022


Suzanne Hestley, Assistant Director of Purchasing and Fleet Service

5/29/2022

SERVICE AGREEMENT

for

JUVENILE FIRE INTERVENTION PROGRAM

CONSULTANT SERVICES

between

COUNTY OF RIVERSIDE

and

LAURA BILLON, AN INDIVIDUAL



JUN 07 2022 3-26

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This Agreement, by and between **LAURA BILLON**, an Individual (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, and all requirements stated in Exhibits C 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, 2024**, at the sole discretion of the COUNTY, based on the availability of funding, 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 the Agreement aggregate amount of **three hundred fifty-eight thousand**

dollars (\$358,000.00), including all expenses. 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 or products. 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 first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed three percent (3%) of the and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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 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: CALFIRERRUCountyGRANTS@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 department/division; Agreement number (FPARC-0004182); comprehensive service descriptions, quantity of service hours, unit prices, extensions, 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 Codes, 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. Either party, CONTRACTOR or COUNTY, may terminate this Agreement without cause upon 30 days written notice served upon the other party 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.

(a) Billon, Laura: SAM Registration profile Active and in Good Standing as of March 22, 2022.

- **DUNS:** 136666703
- **CAGE:** 3RYD2
- **Unique Entity Identifier (UEI):** P36KR79QM6L3

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.

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 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. 12101 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: CALFIRERRUCountyGRANTS@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

Attention: ASA II – Grants

210 W. SAN JACINTO AVE.

PERRIS, CA 92570

Email: CALFIRERRUCountyGRANTS@fire.ca.gov

CONTRACTOR

LAURA BILLON

Attn: Laura Billon

1286C El Mercado Way

OCEANSIDE, CA 92057

Email: L.Billon@att.net

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:

At the time of execution of this Agreement, CONTRACTOR certifies they are aware of the of the Workers Compensation laws of the State of California and that CONTRACTOR currently has **no employees** which would be subject to the protection of the Workers Compensation Act. Further that if at any time during the term of the Agreement, any employees are hired, that CONTRACTOR will comply with the requirements of the Workers Compensation laws. At that time CONTRACTOR will provide evidence of such coverage to the COUNTY in accordance with the terms of the Agreement to reflect the applicable Workers Compensation coverage as required below.

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 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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: 
Jeff Hewitt, Chair
Board of Supervisors

Dated: JUN 07 2022

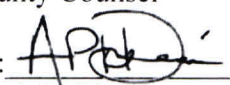
LAURA BILLON
an Individual

By: *Laura Billon*
Name: Laura Billon
Title: Individual

Dated: 10 May 2022

APPROVED AS TO FORM:

County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

EXHIBITS ATTACHED BEHIND THIS PAGE

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



The Riverside County Fire Department – Juvenile Fire Intervention Program 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: January 20, 2022 – March 15, 2024

**EXHIBIT A
SCOPE OF SERVICES**

A1.0 Background: Riverside County Fire Department (RCFD) 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: Juvenile Fire Intervention Program

Project Tracking Number: 20-FP-RRU-0124

Project Grant Number: 5GG20165

Grant Period of Performance: January 20, 2022 – March 15, 2024

A2.0 Overview: This program shall promote fire safety through multiple components targeted at minors and their parents/guardians. RCFD will do a community risk assessment to identify “hot spots” – demographically challenged areas that are a high fire danger risk. The program will hire an Administrative Services Analyst II Temporary Assignment Position (TAP) to work with the contracted program consultant and key personnel to research and develop the program and implementation strategies. The RCFD Senior Media Production Specialist will work cooperatively to develop, create and implement the multi-media campaign to roll out the new Juvenile Fire Intervention Program. The program will also hire a Public Safety Information Specialist (PSIS) TAP to work with the parents/guardians that are requesting the program for their children at risk, as well as those children appointed by the court system as restitution and intervention for starting fires.

A3.0 Consulting services shall include, but not be limited to, the following:

A3.1 Overall program development

A3.2 Brainstorming sessions with key personnel

A3.3 Development of a risk assessment tool

- A3.4** Conduct risk assessment which includes identification of target populations and identification of intervention services
- A3.5** Identification of coalition members
- A3.6** Review existing policies
- A3.7** Develop, write, and get approved - new program Standard Operating Procedures and Guidelines (SOPG)
- A3.8** Develop, write and get approved - program templates
- A3.9** Establish program goals and objectives and evaluation measures
- A3.10** Hosting workshops and meetings with key personnel
- A3.11** Establish follow-up procedures and protocols
- A3.12** Staff training as necessary
- A3.13** Educate key stakeholders

**EXHIBIT B
PAYMENT PROVISIONS**

B1.0 Consultant services are \$150.00 per hour

B2.0 Flat Fee Services:

B2.1 Ten (10), 2-day training sessions for first responders at \$2,000.00 each

B2.2 Three (3), 1-day workshops for coalition members at \$1,000.00 each

B2.3 Additional training sessions and workshops may be added as needed and at the prices noted above.

**EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS**

CONTRACTOR shall agree to the same terms and conditions as indicated below for Grantee (COUNTY), consistent with the **Grant Agreement No. 5GG20165** 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 indemnify (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, gender identity, 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.



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Laura Billon
Fulfillment Address Sole - Services: (preferred)
1286C El Mercado Way
Oceanside, California 92057 United States

Distribution Method

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Juvenile Fire Intervention Program consultant services, program development, program documents, training and workshops. On December 14, 2021 via Minute Order #3.23 the Board approved the acceptance of the FY2021 CAL FIRE Climate Investments (CCI) Fire Prevention Grant No. 5GG20165 for the Juvenile Fire Intervention Program (JFIP) which is designed to focus on fire prevention education. Because of the need for in-depth guidance to re-invent and implement a successful JFIP, Riverside County Fire Department (RCFD) subject matter experts overseeing the program determined it beneficial to contract with a professional consultant at this critical stage of development.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The consultant chosen, Laura Billon, is at the top of her field as a Senior Firesetter Profiler, Certified Fire Investigator, and an accomplished educator who teaches in the Fire Technology Department at Miramar College in San Diego. She is also an

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

An amendment to the grant agreement was executed in April of 2022 which reallocated funding resulting in an amount of \$358,000 to be used for contracting with a consultant throughout

instructor in the Arson and Fire Prevention Management Departments for the Department of Homeland Security's United States Fire Administration / National Fire Academy in Emmitsburg, Maryland. Laura has fully developed and implemented JFIP's for the Department of Emergency Management in Dutchess County New York and for the Fire Department in the City of Honolulu Hawaii as well as wrote the national curriculum for the U.S. Fire Administration which is used by the Federal Emergency Management Agency (FEMA).

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Laura Billion is uniquely qualified to provide what the RCFD program needs for a successful JFIP. Once developed and implemented, this program will focus on risk assessment and outreach as well as educational material to minors and their parents/guardians in the County as an opportunity for families to work with RCFD, partnering agency's and stakeholders to address concerns regarding their child(ren) and fire setting behavior. JFIP will contain risk level assessments, evaluations, fire safety education, ongoing support and preventative strategies to protect the health and safety of the community as well as firefighting personnel.

Laura's expertise and knowledge are crucial to the development and training needed for RCFD's JFIP to be effective. Along with RCFD's Sr. Public Information Specialist, who has gone through the juvenile fire intervention training taught by Laura, the Department feels the added proficiency of a specialized consultant will enhance the program development and implementation tremendously and be instrumental in achieving the objectives of the grant.

Working collaboratively to customize the program, the following services and product will be provided by Laura:

- Develop risk assessment tools to identify at risk youth and/or areas of concern
 - Develop and write policies and procedures
 - Develop and write program templates
 - Establish program goals, objectives and procedures
 - Establish follow-up procedures and protocols
 - Identify, educate and work collaboratively with key stakeholders to cover all aspects of the program initial development and implementation
 - Training and workshops for internal staff and key stakeholders in identifying at risk youth and all steps of the program
- Done correctly, RCFD's program can become a national model for other departments and agencies to use as a guide.

4. Period of Performance 4/1/2022

From:

Period of Performance To: 3/15/2024

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

100% of the cost of this consultant is paid through the grant funding. Laura's rates for trainings (\$2,000) and workshops (\$1,000) are less than the cost of travel and lodging (\$7,663) to send one RCFD staff member to Maryland to attend the National Fire Academy Youth Firesetter Intervention course. Her hourly rates of \$150.00 are comparable to other specialized consultants used by RCFD for grant funded programs which range from \$120.00/hour for a Project Manager or Registered Professional Forester to \$225.00/hour for an Archeologist. Her expertise and knowledge will be instrumental in developing a program that meets the FEMA criteria for addressing juvenile fire setting behavior.

the period of the project through March 15, 2024. Current FY deliverables are: Develop risk assessment tools, write policies and procedures, establish written goals, objectives and protocols as well as identify stakeholders. Progress is monitored through quarterly reporting to confirm work on deliverables.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22 Juvenile Fire Intervention Program consultant services.	0.00
Estimated spend below.	

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY21/2 - \$135,000
FY	FY22/23 - \$150,000
FY	FY23/24 - \$73,000
FY	
FY	

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

None. Agreement request will be an aggregate as above FY spend is estimated.

Current Year Cost Total: 0.00

Projected Board of Supervisor 6/7/2022

Date (if applicable):

Commodity Code 91838

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval. Suzanna Hinckley	5/11/2022		

Total 0.00



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



March 30, 2022

Melissa Curtis
Riverside County Fire Department
210 W. San Jacinto Ave.
Perris, CA 92570

5GG20165 Amendment 1; Riverside County Fire Department, "Juvenile Fire Intervention Program"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Gregg Bratcher/RRU at (951) 232-4166 if you have questions concerning services to be performed.

- Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **April 27, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/FP Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

- Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
Grants Analyst
Grants Management Unit

CC: Gregg Bratcher
Southern Region Grants
Stella Chan

Enclosures

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT**

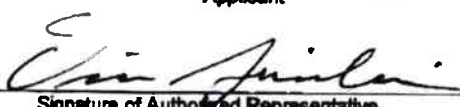
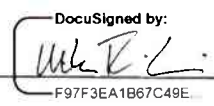
APPLICANT: Riverside County Fire Department
PROJECT TITLE: Juvenile Fire Intervention Program
GRANT AGREEMENT: 5GG20165 Amendment 1

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2024.
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Budget modification to move funds from Salaries and Wages, Employee Benefits and Other Costs to Contractual for a program consultant.

Total State Grant not to exceed \$ 1,258,003.00 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

<p>Riverside County Fire Department</p> <hr/> <p align="center"><small>Applicant</small></p>	<p>STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION</p> <hr/>
<p>By </p> <p align="center"><small>Signature of Authorized Representative</small></p>	<p>By </p> <p align="center"><small>F97F3EA1B67C49E</small></p>
<p>Title <u>Deputy Director</u></p>	<p>Title: Mike Richwine, State Fire Marshal</p>
<p>Date <u>4/12/2022</u></p>	<p>Date <u>4/18/2022</u></p>

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG20165	PO ID	SUPPLIER ID 0000030399
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 1,258,003.00
GL UNIT N/A	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 1,258,003.00
REPORTING STRUCTURE 35405909	SERVICE LOCATION 92017	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

<p>DocuSigned by: </p> <hr/> <p><small>Signature of CAL FIRE Accounting Office</small></p>	<p>4/21/2022</p> <hr/> <p><small>Date</small></p>
---	--

GRANT NUMBER 5GG20165 Amendment 1
Riverside County Fire Department
Juvenile Fire Intervention Program

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Riverside County Fire Department, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Million Two Hundred Fifty-Eight Thousand and Three Dollars (**\$1,258,003.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

GRANT NUMBER 5GG20165 Amendment 1
Riverside County Fire Department
Juvenile Fire Intervention Program

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG20165.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 5GG20165 Amendment 1
 Riverside County Fire Department
 Juvenile Fire Intervention Program

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Riverside County Fire Department
Section/Unit: RRU	Section/Unit: N/A
Attention: Gregg Bratcher	Attention: Melissa Curtis
Mailing Address: 25380 Franklin Dr., P.O. Box 2097, Idyllwild, CA 92549	Mailing Address: 210 W. San Jacinto Ave. Perris, CA 92570
Phone Number: (951) 232-4166	Phone Number: (951) 940-6361 Secondary: (951) 940-6990
Email Address: gregg.bratcher@fire.ca.gov	Email Address: melissa.curtis1@fire.ca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

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- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

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- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and

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Southern Region Email Address (SouthernRegionGrants@fire.ca.gov).
Hard copy submissions will not be accepted.

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer

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an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

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- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

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- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. 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

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(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.

11. Tort Claims

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.

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.

12. 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.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

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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.

15. 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.

16. 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.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

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ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cqi-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

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“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“Juvenile Fire Intervention Program, 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.”



CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

BILL WEISER - FIRE CHIEF
210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915
BUS: (951) 940-6900 FAX: (951) 940-6373 WWW.RVCFIRE.ORG

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

BANNING

BEAUMONT

CANYON LAKE

COACHELLA

DESERT HOT SPRINGS

EASTVALE

INDIAN WELLS

INDIO

JURUPA VALLEY

LAKE ELSINORE

LA QUINTA

MENIFEE

MORENO VALLEY

NORCO

PALM DESERT

PERRIS

RANCHO MIRAGE

RUBIDOUX CSD

SAN JACINTO

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WILDOMAR

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DISTRICT 4

JEFF HEWITT
DISTRICT 5

January 19, 2022

CalFire
Attn: Chief Gregg Bratcher
Southern Region Grants Program
2524 Mulberry Street
Riverside, CA 92501

Re: Proposal to Modify Grant Project Budget for
5GG20165: Juvenile Fire Intervention Program

Dear Southern Region Grants,

The Riverside County Fire Department (RCFD) hereby proposes to modify our project budget for the above referenced grant agreement. This proposal reallocated costs to modifies our grant budget and only slightly changes the project's approved Scope of Work. These changes create a more practical methodology for eligible costs and functional workflow to accomplish the project goals within the time constraints of the grant terms.

With the need for in-depth information and guidance to re-invent and implement a robust and successful Juvenile Fire Intervention Program (JFIP), it was decided that a professional consultant would be a better fit for the program at this critical development stage. To accomplish this goal, we request to reallocate the budget from the Temporary Assignment Program (TAP) Sr. Media Production Specialist salary and benefits amount (\$208,000) and the Other Costs for billboard advertising (\$150,000) to the Contractual category for a budget of \$358,000 for a program consultant.

The consultant chosen, Laura Billon, is at the top of her field as a Senior Firesetter Profiler, Certified Fire Investigator and an accomplished educator who teaches in the Fire Technology Department at Miramar College in San Diego and is an instructor in the Arson and Fire Prevention Management Departments for the Department of Homeland Security's United States Fire Administration / National Fire Academy in Emmitsburg, Maryland. Her expertise and knowledge are crucial to the program development and training needed for the JFIP to be effective. Along with our Senior Public Information Specialist, who has gone through the juvenile fire intervention training, we feel the added proficiency of a professional consultant will enhance the program tremendously and be instrumental in achieving the objectives of the grant.

In order to meet the required Scope of Work, RCFD will reallocate the duties of the TAP Sr. Media Production Specialist to internal staff and the remaining grant funded TAP positions of the Administrative Services Analyst II and the Public Safety Information Specialist along with guidance from the consultant. This structure will ensure the program's promotional advertising and material remain high quality and reflect the professional level needed for an effective program. Billboard advertising may not be needed until after the program is up and running efficiently and that media option may be explored using department funds at a future date.

Please contact Melissa Curtis at (951) 940-6361 or Melissa.Curtis1@fire.ca.gov if you have any specific questions regarding this request. Thank you in advance for your time and consideration of this proposal.

Sincerely,

Diane Sinclair
Deputy Director, Administration

Tracking #: 20-FP-RRU-0124

Project Budget

Project Name: Juvenile Fire Intervention Program

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Admin. Services Analyst II	2748	Hours	\$ 38	0%	100%	0%	\$ -	\$ 104,424	\$ -	\$ 104,424
	Sr. Public Information Specialist	1664	Hours	\$ 48	0%	100%	0%	\$ -	\$ 79,872	\$ -	\$ 79,872
	Fire Prevention Captain	752	Hours	\$ 44	0%	100%	0%	\$ -	\$ 33,133	\$ -	\$ 33,133
	TAP Admin. Services Analyst II	3118	Hours	\$ 38	100%	0%	0%	\$ 118,484	\$ -	\$ -	\$ 118,484
	TAP Sr. Media Production Specialist	0	Hours	\$ 36	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
	TAP Public Safety Info Specialist	4160	Hours	\$ 38	100%	0%	0%	\$ 158,080	\$ -	\$ -	\$ 158,080
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 276,564	\$ 217,429	\$ -	\$ 493,993
B. Employee Benefits											
	Admin. Services Analyst II	2748	Hours	\$ 17	0%	100%	0%	\$ -	\$ 46,716	\$ -	\$ 46,716
	Sr. Public Information Specialist	1664	Hours	\$ 19	0%	100%	0%	\$ -	\$ 31,616	\$ -	\$ 31,616
	Fire Prevention Captain	752	Hours	\$ 17	0%	100%	0%	\$ -	\$ 12,784	\$ -	\$ 12,784
	TAP Admin. Services Analyst II	3118	Hours	\$ 17	100%	0%	0%	\$ 53,006	\$ -	\$ -	\$ 53,006
	TAP Sr. Media Production Specialist	0	Hours	\$ 14	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
	TAP Public Safety Info Specialist	4160	Hours	\$ 17	100%	0%	0%	\$ 70,720	\$ -	\$ -	\$ 70,720
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ 123,726	\$ 91,116	\$ -	\$ 214,842
C. Contractual											
	Consultant	1	Each	\$ 358,000	100%	0%	0%	\$ 358,000	\$ -	\$ -	\$ 358,000
		1	Each		100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 358,000	\$ -	\$ -	\$ 358,000
D. Travel & Per Diem:											
	Program Mileage	10000	Miles	\$ 1	100%	0%	0%	\$ 5,600	\$ -	\$ -	\$ 5,600
	Lodging, Meals & Mileage-Trainin	2063	Each	\$ 1	100%	0%	0%	\$ 2,063	\$ -	\$ -	\$ 2,063
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ 7,663	\$ -	\$ -	\$ 7,663
E. Supplies											
	Marketing/Promo/Education/Offi	102000	Each	\$ 1	100%	0%	0%	\$ 102,000	\$ -	\$ -	\$ 102,000
	Field Media	1	Each	\$ 33,325	100%	0%	0%	\$ 33,325	\$ -	\$ -	\$ 33,325
	Postproduction	1	Each	\$ 22,550	100%	0%	0%	\$ 22,550	\$ -	\$ -	\$ 22,550
	Field Presentation	1	Each	\$ 9,600	100%	0%	0%	\$ 9,600	\$ -	\$ -	\$ 9,600
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 167,475	\$ -	\$ -	\$ 167,475
F. Equipment											
	Scenario Trailer	1	Each	\$ 212,564	100%	0%	0%	\$ 212,564	\$ -	\$ -	\$ 212,564
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ 212,564	\$ -	\$ -	\$ 212,564
G. Other Costs											
	Billboard Advertising	0	Each	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 1,145,992	\$ 308,545	\$ -	\$ 1,454,537
Indirect Costs (Exclude Equipment)								12%	\$ 112,011		\$ 112,011
Total Project Costs								\$ 1,258,003	\$ 308,545	\$ -	\$ 1,566,548
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								1,258,003	\$ 308,545	\$ -	1,566,548