

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



ITEM: 3.31  
(ID # 25330)

MEETING DATE:  
Tuesday, June 25, 2024

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and Riverside County for the use of the Ben Clark Training Center (BCTC) upon Approval from January 1, 2024, to December 31, 2026; District 1; [Estimated Revenue \$2,910,320 - 100% CAL FIRE Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and Riverside County for the use of Ben Clark Training Center from January 1, 2024, to December 31, 2026; and
2. Authorize the Chair of the Board to execute this Agreement on behalf of the County.

ACTION:

Bill Weiser, Fire Department Chief

6/11/2024

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 25, 2024  
xc: Fire

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

| <b>FINANCIAL DATA</b>                       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                  | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| <b>COST</b>                                 | \$ N/A                      | \$ N/A                   | \$ 2,910,320                        | \$ N/A              |
| <b>NET COUNTY COST</b>                      | \$ N/A                      | \$ N/A                   | \$ N/A                              | \$ N/A              |
| <b>SOURCE OF FUNDS: 100% CAL FIRE Funds</b> |                             |                          | <b>Budget Adjustment: No</b>        |                     |
|   |                             |                          | <b>For Fiscal Year: 23/24–26/27</b> |                     |

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

**BACKGROUND:**

**Summary**

The Fire Department is requesting approval of the agreement between the County of Riverside and the California Department of Forestry and Fire Protection (CAL FIRE). This agreement will allow CAL FIRE to use the Ben Clark Public Safety Training Center (BCTC) for lodging and facility use.

CAL FIRE will utilize the lodging for ongoing sessions of their Firefighter Academy that are held at the Ben Clark Public Safety Training Center (BCTC) during FY23/24 through December 31, 2026. Each class may require the housing of up to 48 students and as many as 14 additional instructors. The ongoing need for accommodations is one of the main reasons CAL FIRE has selected BCTC as the site for its academy classes in Southern California. Aside from providing lodging to the students attending the Firefighter Academy, this agreement will also provide all materials, labor, equipment, tools, permits taxes and fees for lodging to the students and instructors attending CAL FIRE courses held at Ben Clark Public Safety Training Center.

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

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

**Impact on Residents and Businesses**

This agreement will allow CAL FIRE the use of BCTC for lodging and facility use. The additional training resources for CalFire benefit the recruitment and training of the fire personnel working in the Riverside Unit via our Cooperative CalFire Contract.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Department will receive up to \$2,910,320 in revenue between FY 23/24 through FY 26/27 contingent on actual use of BCTC facility. The revenue is included in the FY 23/24 budget and has been included in the proposed FY 24/25 budget submission. No budget adjustment is requested.

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

**Contract History and Price Reasonableness**

The contractual relationship between Riverside County and CAL FIRE dates to 1921 and has provided the public and the County a wonderfully successful fire protection system. Today, the County Fire Department is a well-integrated system (County, partner cities & State) that provides municipal fire protection, advanced life support (paramedic) service, technical rescue and hazardous materials response. The previous agreement to provide facility use to CAL FIRE expired on December 31, 2023, and was approved on March 22, 2022, Item #3.19. Aside from providing lodging to the students attending the Firefighter Academy, like the previously approved agreement, this agreement will also provide all materials, labor, equipment, tools, permits taxes and fees for lodging to the students and instructors attending CAL FIRE courses held at Ben Clark Public Safety Training Center.

*Geoff Pemberton*  
\_\_\_\_\_  
Geoff Pemberton, Chief Deputy County Fire

6/11/2024

*George Trindle*  
\_\_\_\_\_  
George Trindle, CDF ASST COUNTY COUNSEL

6/17/2024

*Rebecca S Cortez*  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst

6/17/2024

*Michelle Paradise*  
\_\_\_\_\_  
Michelle Paradise, ACEO

6/17/2024

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# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 25, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 7CA06807 between Riverside County and the California Department of Forestry and Fire Protection (CAL FIRE) providing for: use of the Ben Clark Training Center (BCTC).

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez


Nays: None

Absent: None

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  Deputy



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                              |   |   |
|------------------------------|---|---|
| AGREEMENT NUMBER<br>7CA06807 | WHEN DOCUMENT IS FULLY EXECUTED RETURN TO:<br><b>CLERK'S COPY</b> | PURCHASING AUTHORITY NUMBER (if applicable) |
|------------------------------|---|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below: **Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.**

CONTRACTING AGENCY NAME  
California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME  
County of Riverside, Ben Clark Public Safety Training Center

2. The term of this Agreement is:

START DATE  
January 1, 2024

THROUGH END DATE  
December 31, 2026

3. The maximum amount of this Agreement is:  
\$2,910,319.68  
Two Million Nine Hundred and Ten Thousand Three Hundred and Nineteen Dollars and Sixty-Eight Cents

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


| Exhibits            | Title                                  | Pages |
|---------------------|--|-------|
| Exhibit A           | Scope of Work                          | 1     |
| Exhibit B           | Budget Detail and Payment Provisions   | 2     |
| Exhibit C *         | General Terms and Conditions (04/2017) | -     |
| +<br>- Exhibit D    | Special Terms and Conditions           | 4     |
| +<br>- Exhibit E    | Additional Provisions                  | 3     |
| +<br>- Attachment 1 | Rate Sheet                             | 1     |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>


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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Riverside, Ben Clark Public Safety Training Center

|  |   |             |              |
|--|---|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS<br>16888 Bundy Avenue  | CITY<br>Riverside   | STATE<br>CA | ZIP<br>92518 |
| PRINTED NAME OF PERSON SIGNING<br>Chuck Washington   | TITLE<br><b>CHAIR, BOARD OF SUPERVISORS</b><br>Supervisor |             |              |
| CONTRACTOR AUTHORIZED SIGNATURE<br> | DATE SIGNED<br><b>6/25/2024</b>                           |             |              |

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
**DEPUTY**

FORM APPROVED COUNTY COUNSEL  
BY:  6/17/2024  
**MELISSA R. CUSHMAN** DATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

7CA06807

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Matthew Sully

TITLE

Deputy Director, Cooperative Fire Protection

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:

*Matthew Sully*

DATE SIGNED

6/27/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**APPROVED**

JUL 19 2024

HN:BHK:skb

OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES



**EXHIBIT A**  
**(Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) with facilities and lodging for students and instructors attending CAL FIRE courses at County of Riverside, Ben Clark Public Safety Training Center, as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees for lodging for students and instructors attending CAL FIRE courses held at Ben Clark Public Safety Training Center.

2. The Agreement may be amended to increase services at the rate(s) specified in **Attachment 1, Rate Sheet**.
3. CAL FIRE has the right to extend this agreement for one (1) year by amendment at the same terms, conditions, and costs.
4. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
5. The services shall be performed at 16988 Bundy Ave., Riverside, CA 92518.
6. Any reference to CAL FIRE Project Representative shall also include their designee.
7. This Agreement commence on **January 1, 2024**, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Project Representative. This Agreement shall expire on **December 31, 2026**. The services shall be provided during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except State holidays. The parties may amend this Agreement as permitted by law.
7. The Project Representatives during the term of this agreement will be:

|   |  |
|---|--|
| California Department of Forestry and Fire Protection (CAL FIRE)              | Contractor: County of Riverside, Ben Clark Public Safety Training Center   |
| Name: Renee Barton  | Project Representative: Diane Sinclair and Geoff Pemberton   |
| Address: 16988 Bundy Ave., Riverside, CA 92518                                | Address: 210 West San Jacinto Ave., Perris, CA 9257  |
| Phone: (209) 388-5506   | Phone: (951) 377-8472  |
| Email: <a href="mailto:Renee.Barton@fire.ca.gov">Renee.Barton@fire.ca.gov</a> | Email: <a href="mailto:Geoff.Pemberton@fire.ca.gov">Geoff.Pemberton@fire.ca.gov</a> and <a href="mailto:Diane.Sinclair@fire.ca.gov">Diane.Sinclair@fire.ca.gov</a> |

**8. Detailed Scope of Work**

- A. The County of Riverside, Ben Clark Public Safety Training Center, shall provide to CAL FIRE Riverside Training Center as described herein:
  - 1) Lodging for up to 62 beds daily accommodating all students and assistant instructors assigned to the CAL FIRE Riverside Training Center.
  - 2) Facility use of administrative offices, conference room, apparatus bays, a classroom to support 48 students and an auditorium.
  - 3) Use of drill ground and training props.
  - 4) The services shall be provided at various times throughout the duration of 52 weeks.



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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the specified as follows: attached hereto as **Attachment 1 – Rate Sheet** and made a part of this Agreement.
- B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:
  - B. Each Invoice shall include:
    - 1) The agreement number **7CA06807**.
    - 2) The dates or time-period which the invoiced costs were incurred.
    - 3) Description of service, quantity, rate, and total for the current invoice.
- C. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection  
Attention: Finance Department  
16888 Budy Ave.  
Riverside, CA 95218  
(209) 790-9874

[trainingcentersouthfinance@fire.ca.gov](mailto:trainingcentersouthfinance@fire.ca.gov)

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CAL FIRE.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **\$2,910,319.68**
- B. It is understood and agreed that this total is an estimate, and that CAL FIRE will pay only for those services actually rendered as authorized by CAL FIRE Project Representative up to the total amount set forth in **Section 4A**, above.

**5. Costs Included in Bid Rates**

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.



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

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

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

California Department of Forestry and Fire Protection  
Attention: CAL FIRE Project Representative  
P.O. Box 944246  
Sacramento, CA 94244-2460

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

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

**3. Right to Terminate**

A. Termination for Cause

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

B. Termination without Cause

The State reserves the right to terminate this agreement or parts there of subject to 30 days written notice to the Contractor. Contractor reserves the right to terminate this agreement or parts there of subject to 30 days written notice to the State.

**4. Retention of Records/ Audits**

A. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**5. Subcontractors**

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.



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

**5. Non-Solicitation**

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

**6. Laws to be Observed**

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to CAL FIRE Project Representative in writing.

**7. Specific Legal References**

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

**8. Equipment Indemnification**

A. Contractor shall indemnify CAL FIRE for any claims against CAL FIRE for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.

B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**9. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the California Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

**10. Agency Liability**

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



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

**11. Force Majeure**

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

**12. Employment of Undocumented Workers**

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**13. Contractor Name Change**

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

**14. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CAL FIRE, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CAL FIRE, the State of California, and/or any of their officers, agents and/or employees.

**15. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CAL FIRE.

**16. Health and Safety**

- A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

**17. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that

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

shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



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

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

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

- 1) Deductible and Premiums
  - a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
  - b) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 2) Coverage Term and Policy Cancellation or Termination:
  - a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
  - b) Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) Primary Clause: Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 4) Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 5) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 6) Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- 7) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

**B. General and Commercial Liability Insurance**

- 1) Contractor shall provide commercial general liability insurance of not less than **\$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Contractor.
- 2) The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.
- 3) The certificate of insurance will include the following provision in its entirety:

**That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.**
- 4) The additional insured endorsement must accompany the certificate of insurance.
- 5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.



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

C. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

**2. Regulations**

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

**3. Americans with Disabilities Act**

By signing this contract, the contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**4. Motor Carrier Permit Requirements**

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of CAL FIRE Contract Manager or their designee, Contractor must immediately provide to CAL FIRE a copy of the required MCP(s), if any.

**C. License and Permits**

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- B. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- C. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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

**5. Tax Delinquencies Contract Ban**

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

**6. Debarment and Suspension Certification**

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
  - 3) does not have a proposed debarment pending; and
  - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Contractor shall maintain the equipment in good working order and make all necessary repairs and adjustments. Contractor will be given full and adequate access to the equipment at reasonable times for this purpose. CAL FIRE reserves the right to terminate this Agreement or to cease payment of rent if Contractor fails to maintain the equipment properly.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.



**Attachment 1  
 (Rate Sheet)**

**CAL FIRE Riverside Training Center will reimburse  
 Riverside County for the actual use of the following items:**

| Services                  | Rate       | Duration  | Quantity | UOM              | Total               |
|---------------------------|------------|-----------|----------|------------------|---------------------|
| <b>Billed Monthly</b>     |            |           |          |                  |                     |
| Administrative            | \$415.35   | 12 Months | 11       | Offices          | \$54,826.20         |
| Conference Room           | \$1,035.18 | 12 Months | 1        | Conference Rooms | \$12,422.16         |
| Apparatus Bays            | \$50.16    | 365 Days  | 3        | Bays             | \$54,925.20         |
| Instructor/Staff Beds     | \$34.00    | 365 Days  | 4        | Beds per day     | \$49,640.00         |
| <b>Billed Per Academy</b> |            |           |          |                  |                     |
| Student Beds              | \$34.00    | 299 Days  | 58       | Beds per Day     | \$589,628.00        |
| Classroom                 | \$345.60   | 220 Days  | 1        | Classroom        | \$76,032.00         |
| Auditorium                | \$440.32   | 1 Day     | 12       | Graduations      | \$5,283.84          |
| <b>Cost Annually</b>      |            |           |          |                  | <b>\$842,757.40</b> |

| Prop/Building                  | Qty | Price              | UOM          | Daily Rate | Total             |
|--------------------------------|-----|--------------------|--------------|------------|-------------------|
| 4 Story Tower                  | 10  | \$.0060 per sq ft. | 42,516 sq ft | \$255.12   | \$2,550.96        |
| Garden Style Prop              | 5   | \$.0060 per sq ft. | 42,516 sq ft | \$255.12   | \$1,275.48        |
| 3 Story Tower                  | 10  | \$.0060 per sq ft. | 32,961 sq ft | \$197.77   | \$1,977.66        |
| 1 Story Burn Prop              | 5   | \$.0060 per sq ft. | 6,866 sq ft  | \$41.20    | \$205.98          |
| Vent Prop                      | 5   | \$.0060 per sq ft. | 41,203 sq ft | \$247.22   | \$1,236.09        |
| Vent-over Fire Prop            | 5   | \$.0060 per sq ft. | 3433 sq ft   | \$20.60    | \$102.99          |
| <b>Estimated Cost Annually</b> |     |                    |              |            | <b>\$7,349.16</b> |

**CAL FIRE Riverside Training Center will reimburse  
 Riverside County for the actual costs of the following items:**

| Services   | Rate per Year |
|--|---------------|
| County purchased motor fuel                                | \$30,000.00   |
| County paid facility repairs/ Maintenance on drill grounds | \$60,000.00   |
| County vehicle use/ Maintenance                            | \$30,000.00   |
| <b>Cost Annually</b>                                       |               |
| <b>\$120,000.00</b>  |               |

Yearly Cost: \$970,106.56  
 Total for 3 Year Contract: \$2,910,319.68

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                     |   |   |
|-------------------------------------|---|---|
| AGREEMENT NUMBER<br><b>7CA06807</b> | WHEN DOCUMENT IS FULLY ENCLOSED (If Applicable) | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|---|

**CLERK'S COPY**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below: **Riverside County Clerk of the Board, Stop 1010**

CONTRACTING AGENCY NAME  
**California Department of Forestry and Fire Protection (CAL FIRE)**

**Post Office Box 1147, Riverside, Ca 92502-1147**  
Thank you.

CONTRACTOR NAME  
**County of Riverside, Ben Clark Public Safety Training Center**

2. The term of this Agreement is:

START DATE  
**January 1, 2024**

THROUGH END DATE  
**December 31, 2026**

3. The maximum amount of this Agreement is:  
**\$2,910,319.68**  
**Two Million Nine Hundred and Ten Thousand Three Hundred and Nineteen Dollars and Sixty-Eight Cents**

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

| Exhibits            | Title                                  | Pages |
|---------------------|--|-------|
| Exhibit A           | Scope of Work                          | 1     |
| Exhibit B           | Budget Detail and Payment Provisions   | 2     |
| Exhibit C *         | General Terms and Conditions (04/2017) | -     |
| +<br>- Exhibit D    | Special Terms and Conditions           | 4     |
| +<br>- Exhibit E    | Additional Provisions                  | 3     |
| +<br>- Attachment 1 | Rate Sheet                             | 1     |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**


CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**County of Riverside, Ben Clark Public Safety Training Center**

|  |                          |                    |                     |
|--|--------------------------|--------------------|---------------------|
| CONTRACTOR BUSINESS ADDRESS<br><b>16888 Bundy Avenue</b> | CITY<br><b>Riverside</b> | STATE<br><b>CA</b> | ZIP<br><b>92518</b> |
|--|--------------------------|--------------------|---------------------|

|   |  |
|---|--|
| PRINTED NAME OF PERSON SIGNING<br><b>Chuck Washington</b> | TITLE<br><b>CHAIR, BOARD OF SUPERVISORS<br/>Supervisor</b> |
|---|--|

|  |                                 |
|--|---------------------------------|
| CONTRACTOR AUTHORIZED SIGNATURE<br> | DATE SIGNED<br><b>6/25/2024</b> |
|--|---------------------------------|

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
**DEPUTY**

FORM APPROVED COUNTY COUNSEL  
BY:   
**MELISSA R. CUSHMAN** **6/17/2024** DATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                     |   |
|-------------------------------------|---|
| AGREEMENT NUMBER<br><b>7CA06807</b> | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Matthew Sully

TITLE

Deputy Director, Cooperative Fire Protection

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**EXHIBIT A  
 (Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) with facilities and lodging for students and instructors attending CAL FIRE courses at County of Riverside, Ben Clark Public Safety Training Center, as described herein:  
  
 Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees for lodging for students and instructors attending CAL FIRE courses held at Ben Clark Public Safety Training Center.
2. The Agreement may be amended to increase services at the rate(s) specified in **Attachment 1, Rate Sheet**.
3. CAL FIRE has the right to extend this agreement for one (1) year by amendment at the same terms, conditions, and costs.
4. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
5. The services shall be performed at 16988 Bundy Ave., Riverside, CA 92518.
6. Any reference to CAL FIRE Project Representative shall also include their designee.
7. This Agreement commence on **January 1, 2024**, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Project Representative. This Agreement shall expire on **December 31, 2026**. The services shall be provided during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except State holidays. The parties may amend this Agreement as permitted by law.
7. The Project Representatives during the term of this agreement will be:

|   |  |
|---|--|
| California Department of Forestry and Fire Protection (CAL FIRE)              | Contractor: County of Riverside, Ben Clark Public Safety Training Center   |
| Name: Renee Barton  | Project Representative: Diane Sinclair and Geoff Pemberton   |
| Address: 16988 Bundy Ave., Riverside, CA 92518                                | Address: 210 West San Jacinto Ave., Perris, CA 9257  |
| Phone: (209) 388-5506   | Phone: (951) 377-8472  |
| Email: <a href="mailto:Renee.Barton@fire.ca.gov">Renee.Barton@fire.ca.gov</a> | Email: <a href="mailto:Geoff.Pemberton@fire.ca.gov">Geoff.Pemberton@fire.ca.gov</a> and <a href="mailto:Diane.Sinclair@fire.ca.gov">Diane.Sinclair@fire.ca.gov</a> |

**8. Detailed Scope of Work**

- A. The County of Riverside, Ben Clark Public Safety Training Center, shall provide to CAL FIRE Riverside Training Center as described herein:
  - 1) Lodging for up to 62 beds daily accommodating all students and assistant instructors assigned to the CAL FIRE Riverside Training Center.
  - 2) Facility use of administrative offices, conference room, apparatus bays, a classroom to support 48 students and an auditorium.
  - 3) Use of drill ground and training props.
  - 4) The services shall be provided at various times throughout the duration of 52 weeks.

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the specified as follows: attached hereto as **Attachment 1 – Rate Sheet** and made a part of this Agreement.
- B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:
  - B. Each Invoice shall include:
    - 1) The agreement number **7CA06807**.
    - 2) The dates or time-period which the invoiced costs were incurred.
    - 3) Description of service, quantity, rate, and total for the current invoice.
- C. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection  
Attention: Finance Department  
16888 Budy Ave.  
Riverside, CA 95218  
(209) 790-9874

[trainingcentersouthfinance@fire.ca.gov](mailto:trainingcentersouthfinance@fire.ca.gov)

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CAL FIRE.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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

**4. Cost Limitation**

- A.** Total amount of this Agreement shall not exceed **\$2,910,319.68**
- B.** It is understood and agreed that this total is an estimate, and that CAL FIRE will pay only for those services actually rendered as authorized by CAL FIRE Project Representative up to the total amount set forth in **Section 4A**, above.

**5. Costs Included in Bid Rates**

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.



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

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

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

California Department of Forestry and Fire Protection  
Attention: CAL FIRE Project Representative  
P.O. Box 944246  
Sacramento, CA 94244-2460

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

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

**3. Right to Terminate**

A. Termination for Cause

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

B. Termination without Cause

The State reserves the right to terminate this agreement or parts there of subject to 30 days written notice to the Contractor. Contractor reserves the right to terminate this agreement or parts there of subject to 30 days written notice to the State.

**4. Retention of Records/ Audits**

A. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**5. Subcontractors**

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

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

**5. Non-Solicitation**

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

**6. Laws to be Observed**

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to CAL FIRE Project Representative in writing.

**7. Specific Legal References**

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

**8. Equipment Indemnification**

- A. Contractor shall indemnify CAL FIRE for any claims against CAL FIRE for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**9. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the California Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

**10. Agency Liability**

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



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

**11. Force Majeure**

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

**12. Employment of Undocumented Workers**

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**13. Contractor Name Change**

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

**14. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CAL FIRE, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CAL FIRE, the State of California, and/or any of their officers, agents and/or employees.

**15. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CAL FIRE.

**16. Health and Safety**

- A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

**17. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that

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

shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

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

- 1) Deductible and Premiums
  - a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
  - b) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 2) Coverage Term and Policy Cancellation or Termination:
  - a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
  - b) Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) Primary Clause: Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 4) Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 5) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 6) Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- 7) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

**B. General and Commercial Liability Insurance**

- 1) Contractor shall provide commercial general liability insurance of not less than **\$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Contractor.
- 2) The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.
- 3) The certificate of insurance will include the following provision in its entirety:

**That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.**
- 4) The additional insured endorsement must accompany the certificate of insurance.
- 5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.



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

C. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

**2. Regulations**

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

**3. Americans with Disabilities Act**

By signing this contract, the contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**4. Motor Carrier Permit Requirements**

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of CAL FIRE Contract Manager or their designee, Contractor must immediately provide to CAL FIRE a copy of the required MCP(s), if any.

**C. License and Permits**

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- B. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- C. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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

**5. Tax Delinquencies Contract Ban**

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

**6. Debarment and Suspension Certification**

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
  - 3) does not have a proposed debarment pending; and
  - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Contractor shall maintain the equipment in good working order and make all necessary repairs and adjustments. Contractor will be given full and adequate access to the equipment at reasonable times for this purpose. CAL FIRE reserves the right to terminate this Agreement or to cease payment of rent if Contractor fails to maintain the equipment properly.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**Attachment 1  
(Rate Sheet)**

**CAL FIRE Riverside Training Center will reimburse  
Riverside County for the actual use of the following items:**

| Services                  | Rate       | Duration  | Quantity | UOM              | Total               |
|---------------------------|------------|-----------|----------|------------------|---------------------|
| <b>Billed Monthly</b>     |            |           |          |                  |                     |
| Administrative            | \$415.35   | 12 Months | 11       | Offices          | \$54,826.20         |
| Conference Room           | \$1,035.18 | 12 Months | 1        | Conference Rooms | \$12,422.16         |
| Apparatus Bays            | \$50.16    | 365 Days  | 3        | Bays             | \$54,925.20         |
| Instructor/Staff Beds     | \$34.00    | 365 Days  | 4        | Beds per day     | \$49,640.00         |
| <b>Billed Per Academy</b> |            |           |          |                  |                     |
| Student Beds              | \$34.00    | 299 Days  | 58       | Beds per Day     | \$589,628.00        |
| Classroom                 | \$345.60   | 220 Days  | 1        | Classroom        | \$76,032.00         |
| Auditorium                | \$440.32   | 1 Day     | 12       | Graduations      | \$5,283.84          |
| <b>Cost Annually</b>      |            |           |          |                  | <b>\$842,757.40</b> |

| Prop/Building                  | Qty | Price              | UOM          | Daily Rate | Total             |
|--------------------------------|-----|--------------------|--------------|------------|-------------------|
| 4 Story Tower                  | 10  | \$.0060 per sq ft. | 42,516 sq ft | \$255.12   | \$2,550.96        |
| Garden Style Prop              | 5   | \$.0060 per sq ft. | 42,516 sq ft | \$255.12   | \$1,275.48        |
| 3 Story Tower                  | 10  | \$.0060 per sq ft. | 32,961 sq ft | \$197.77   | \$1,977.66        |
| 1 Story Burn Prop              | 5   | \$.0060 per sq ft. | 6,866 sq ft  | \$41.20    | \$205.98          |
| Vent Prop                      | 5   | \$.0060 per sq ft. | 41,203 sq ft | \$247.22   | \$1,236.09        |
| Vent-over Fire Prop            | 5   | \$.0060 per sq ft. | 3433 sq ft   | \$20.60    | \$102.99          |
| <b>Estimated Cost Annually</b> |     |                    |              |            | <b>\$7,349.16</b> |

**CAL FIRE Riverside Training Center will reimburse  
Riverside County for the actual costs of the following items:**

| Services   | Rate per Year       |
|--|---------------------|
| County purchased motor fuel                                | \$30,000.00         |
| County paid facility repairs/ Maintenance on drill grounds | \$60,000.00         |
| County vehicle use/ Maintenance                            | \$30,000.00         |
| <b>Cost Annually</b>                                       |                     |
|  | <b>\$120,000.00</b> |

Yearly Cost: \$970,106.56  
Total for 3 Year Contract: \$2,910,319.68