

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 7CA06178	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

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

CONTRACTOR NAME
County of Orange

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
\$ 49,955,850.00 Forty-Nine Million, Nine Hundred Fifty-Five Thousand, Eight Hundred Fifty Dollars and 00/100 Cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (04/2017)	-
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Gray Book	1
+ - Exhibit G	Operating Plan	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 Orange

CONTRACTOR BUSINESS ADDRESS P.O. Box 57115	CITY Irvine	STATE CA	ZIP 92602
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PRINTED NAME OF PERSON SIGNING Donald P. Wagner	TITLE Chairman, Orange County Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 7CA06178	PURCHASING AUTHORITY NUMBER (If Applicable)
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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 Mike Parkes		TITLE Deputy Director, Fire Protection		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

**STD213A
ADDITIONAL SIGNATURES**

APPROVED AS TO FORM:

**SOUTHERN REGION DEPARTMENT OF
FORESTRY AND FIRE PROTECTION**

By:

By:

Signature

Signature

**David Fulcher
Region Chief
CAL FIRE**

**Donald P. Wagner
Chairman
Orange County Board of Supervisors**

Date _____

ATTEST:

Date _____

By:

Signature

**Robin Stieler
Clerk of the Board
Orange County**

Date _____

APPROVED AS TO FORM:

By: Mark
Servino
Digitally signed by Mark Servino
DN: cn=Mark Servino, o=County
of Orange, ou=County Counsel,
email=mark.servino@coco.ocgo
v.com, c=US
Date: 2023.08.28 14:21:16
-07'00'

Signature

**Mark Servino
Supervising Deputy County Counsel
Orange County**

Date August 28, 2023

SCOPE OF WORK

1. Contract agreement between California Department of Forestry and Fire Protection (CAL FIRE) and County of Orange / Assignee Orange County Fire Authority (OCFA) to provide wildland fire protection services as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, travel, and fees necessary to provide wildland fire protection services.

2. The terms and conditions of this agreement have been previously reviewed and approved by the Department of General Services (DGS) during prior agreement reformat and rewrites. The completed agreement signed by CAL FIRE (STATE) and County of Orange / Assignee OCFA (COUNTY) provides wildland fire protection to State Responsibility Area (SRA) lands within COUNTY pursuant to Public Resources Code (PRC) Section 4129. Agreement also provides for COUNTY to assist STATE outside of COUNTY on a reimbursable basis when requested by STATE. Agreement contains a hold over clause for time required to obtain agency review and approvals.
3. The Agreement may be amended to add additional funds.
4. The services shall be performed on State Responsibility Area (SRA) within the County of Orange.
5. Any reference to CAL FIRE Project Representative shall also include their designee.
6. The services shall be provided during any 24-hour period, Monday through Sunday, year-round.
7. The Project Representatives during the term of this Agreement will be:

Direct all operating inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Bryan Giambone, Deputy Chief of State, Federal, and International Programs	Name: Brian Fennessy, Fire Chief, Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 917-3480	Phone: (714) 573-6000
Email: bryan.giambone@fire.ca.gov	Email: brianfennessy@ocfa.org

Direct all other inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Bryan Giambone, Deputy Chief of State, Federal, and International Programs	Attention: Robert Cortez, Assistant Chief, Business Services, Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 917-3480	Phone: (714) 573-6012
Email: bryan.giambone@fire.ca.gov	Email: robertcortez@ocfa.org

8. This AGREEMENT, made between the County of Orange, through its Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CAL FIRE), through duly appointed, qualified, and acting officers, hereinafter called STATE. Where the standard clauses, for example in Exhibit C, use the word "Contractor" that word shall mean COUNTY as COUNTY is used in this Agreement.

9. Recitals

The STATE and the COUNTY agree that the background of this Agreement is as follows:

- A. There are within COUNTY areas designated by the State Board of Forestry and Fire Protection as State Responsibility Areas (SRA) for fire protection through authority vested in STATE by Section 4125, of the Public Resources Code.

EXHIBIT A
(Scope of Work)

- B. STATE, under authority of Public Resources Code Section 4141, may assign responsibility to a Federal Forest Agency within the COUNTY for the prevention and suppression of all fires on State Responsibility Areas (SRA) within Federal Forest Agency's Direct Protection Areas.
- C. Designated State Responsibility Areas (SRA) in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with the STATE in Sacramento, California.
- D. COUNTY, by authority of Public Resources Code Section 4129, has elected to assume responsibility for the prevention and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA).
- E. Designated State Responsibility Areas (SRA) in COUNTY'S SRA Protection Areas (CPA) are delineated on maps on file with the STATE in Sacramento, California.
- F. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this Agreement.
- G. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas (SRA) within COUNTY SRA Protection Areas (CPA).
- H. Under the Budget Act, and in accordance with the STATE'S Fire Protection Plan, there is annually appropriated to CAL FIRE, funding for wildland fire protection in said COUNTY.
- I. Under the authority of Section 4135, of the Public Resources Code, monies paid by STATE to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", incorporated by reference and marked **Exhibit F, Gray Book** of this Agreement, for fire prevention, pre-suppression forces preparedness, and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA); and STATE, by authority of Section 4475, of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.

10. State and County Responsibilities (Detailed Scope of Work)

- A. The STATE and the COUNTY agree that the following work shall be done under this Agreement:
 - 1) STATE shall supply to COUNTY, the "Gray Book", which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately 103,600 acres of State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA).
 - 2) COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked **Exhibit G, Operating Plan** of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in the "Gray Book."
 - 3) STATE shall jointly develop and annually review an Operating Plan with the COUNTY that will document those factors specific to that County. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY.
 - 4) The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the Agreement have been met. Notwithstanding the foregoing, COUNTY shall permit inspection, at any time by representatives of STATE, of crews, vehicles, property, and other components of the organization established under the terms of this Agreement.
 - 5) Should the operations or organization of COUNTY, in reasonable judgment of the STATE, fail to meet the standard of protection required by this Agreement, the STATE shall so inform COUNTY and take any reasonable action to maintain the required level of fire prevention and suppression capability.

**EXHIBIT A
(Scope of Work)**

- 6) For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
- 7) Rewards as provided in Public Resources Code Section 4417, may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY'S department.
- 8) COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA), STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA), provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
- 9) COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
- 10) COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103, of the Public Resources Code, on the designated State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA) during the term of this Agreement.
- 11) COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480, of Public Resources Code.

B. Emergency Operations

When COUNTY resources, equipment, and/or personnel are assigned to a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Area (CPA), costs over and above the "Gray Book" allotment may be reimbursed by STATE. Such reimbursements will be in accordance with the following provisions:

- 1) COUNTY may use and bill STATE for COUNTY-funded engine companies, bulldozers, hand crews, aircraft, specialized equipment, and overhead personnel when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies, hand crews, and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in **Exhibit B, Section 1.C**, of this Agreement.
- 2) The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, specialized equipment, hand crews, and overhead personnel:
 - a. **ENGINE COMPANIES**
 - i. STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. STATE shall reimburse COUNTY for engine companies that provide move-up and cover to STATE-funded COUNTY stations within the COUNTY when such cover assignments are the result of State Responsibility Areas (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA). Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

EXHIBIT A
(Scope of Work)

- iii. Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.
 - iv. COUNTY engines billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to engine and actual assigned personnel.
- b. BULLDOZERS**
- i. STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY bulldozers, dozer transports, dozer tenders, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. COUNTY bulldozers billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to bulldozer, dozer transport, dozer tender, and actual assigned personnel.
 - iv. COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- c. AIRCRAFT**
- i. STATE shall reimburse COUNTY for COUNTY aircraft when used on a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. STATE shall reimburse for actual personnel assigned to COUNTY aircraft at the COUNTY rate.
 - iv. COUNTY aircraft and helitender billed to STATE must be identified by an incident order and request number and the associated cost.
 - v. COUNTY shall provide STATE a list of aircraft by make, model, and aircraft identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- d. SPECIALIZED EQUIPMENT**
- i. STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. For the purpose of this Agreement, Specialized Equipment shall include but is not limited to water tenders and overhead vehicles. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.
 - iii. Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.

**EXHIBIT A
(Scope of Work)**

- iv. COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.
- e. **HAND CREWS**
 - i. STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. When the California Department of Corrections and Rehabilitation (CDCR) or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers, and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g., overtime and incidental operating expenses) accrued on the emergency.
 - iii. The STATE shall reimburse for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team, as defined in Incident Command System (ICS) standards for a crew strike team and for one technical specialist-crews per incident.
- f. **OVERHEAD PERSONNEL**
 - i. STATE shall reimburse COUNTY for COUNTY overhead personnel and any strike team leader trainee when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY Overhead Personnel shall be based on COUNTY rates on file with STATE at the time initial dispatch.

3) NOTIFICATION

- a. Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement. This notification must occur in a timely manner so that an appropriate audit trail can be established.
- b. For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.
- c. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

11. Assistance for Hire

- A. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
- B. For any State Responsibility Area (SRA) wildland fire where costs are incurred pursuant to the terms of this Agreement, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY for Gray Book-County Budget Detail (Gray Book) shall not exceed the amount specified in **Exhibit B, Section 1. C.** during the term of this Agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress STATE responsibility fires under conditions set forth in **Exhibit A, Paragraph 10. B.** of this Agreement.
- B. COUNTY shall request payment in an amount not to exceed the sum designated in Paragraph A above in the manner described hereinafter.
- C. Total Amount of this Agreement shall not exceed **\$49,955,850.00.**
- D. COUNTY shall prepare and submit "Gray Book" invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this Agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this Agreement shall be submitted no later than sixty days following the end of that fiscal year. "Gray Book" invoices shall include the Agreement Number.
- E. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Contract County Invoicing
23300 Castle Street
Riverside, CA 92518
(951) 782-4418
CALFIREContractCountiesInvoicing@fire.ca.gov

- F. In the event that the STATE during the term of this Agreement increases salary, augments staffing, or other expense items, having the effect of increasing such cost, the "Gray Book" may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event that the STATE receives a budget reduction having the effect of decreasing such cost, the "Gray Book" may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this Agreement, the obligations of the parties to each other under this Agreement shall cease and this Agreement shall become null and void.

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.

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

3. Prompt payment clause

A. GRAY BOOK BILLING

When submitting Gray Book invoice, use line-item description "Fiscal Year (insert year) Wildland Fire Protection". For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

B. INCIDENT BILLING

Billing for approved STATE mission shall be submitted to STATE within 180 days of the incident control date. STATE shall approve invoices submitted by COUNTY within 60 days of receipt. If COUNTY or STATE, with good cause cannot meet this approval time frame, COUNTY or STATE may request an extension that will be done in writing. For those COUNTY invoices that do not receive payment after 60 days, COUNTY can contact STATE to advise of the non-payment with the STATE point of contact. Administrative charges may be added to the invoice to STATE, it will not be higher than the CFAA administrative rate.

C. FMAG BILLING

Billing for qualifying FMAG reimbursement shall be submitted to the STATE within 90 days of the FMAG Eligibility Close Date in order to meet STATE and FEMA requirements. If COUNTY, with cause, is unable to meet the deadline, COUNTY may request in writing to the CAL FIRE Contract County Program for an extension, not to exceed 30-days. For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

4. Gray Book Funding

County of Orange/California Department of Forestry and Fire Protection (CAL FIRE)

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2023/2024	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
2024/2025	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
2025/2026	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
AGREEMENT TOTAL		\$49,955,850.00

EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

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

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Deputy Chief of State, Federal, and International Programs
P.O. Box 944246
Sacramento, CA 94244-2460

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 Manager or designee shall be final.

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

3. Right to Terminate

Either party may terminate this Agreement at any time by giving a minimum of 12 months' notice to the other party. In the event of termination, STATE shall pay Contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

However, the agreement can be immediately terminated for cause. (Refer to GTC 04/2017), Exhibit C, Item 7. Termination for Cause: <https://www.dgs.ca.gov/OLS/Resources>.

4. Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. 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.

EXHIBIT D
(Special Terms and Conditions)

6. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

**EXHIBIT E
(Additional Provisions)**

ADDITIONAL PROVISIONS

1. Regulations

Contractor shall comply with all federal, state, city and county laws, regulations, and ordinances applicable to the work done pursuant to this Contract.

2. Holding Over

A. In the event STATE or COUNTY decides not to renew this Agreement, STATE or COUNTY shall provide the other a minimum of 12 months written notice of such intention. If no such notice is received, and a new Agreement has not been executed, this Agreement shall be automatically extended on the same terms and conditions as contained herein, together with Amendments if any, until the earlier of:

- i. The date on which a new renewal Agreement is fully executed, or
- ii. Termination of this holdover Agreement by the mailing by either COUNTY or STATE of 12 months written notice to the other party.

B. Renewal Agreements shall be retroactive to the end of the term of the present Agreement. Any payments made during a holdover period shall, if necessary, be promptly adjusted to comply with payments called for in the new Agreement. Such adjustments shall occur within 60 days after approval of the new Agreement by DGS. COUNTY shall invoice STATE for any billing correction made necessary because of changes in the contract rates.

C. The effectiveness of this Exhibit E, Paragraph 2. A. is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this Agreement.

3. Indemnification

A. Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this Paragraph.

B. COUNTY agrees to indemnify, defend and hold harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

C. Pursuant to Government Code Section 925 et seq., STATE agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of this Agreement.

4. Indemnification for Vegetation Management Projects

A. The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this Agreement.

B. Notwithstanding the terminology of Public Resources Code Sections 4119, 4153, 4423, and 4436, the COUNTY shall not act as an agent of the STATE but shall exercise the powers granted in those sections independently as authorized by Public Resources Code Section 4129.

C. Paragraph 15 of Exhibit C does not apply to this Agreement because the services provided in this Agreement were not obtained by means of a competitive bid.

**Exhibit F
(Gray Book)**

The "Gray Book" referenced in **Exhibit A, Paragraph 9. Recital I.** is hereby incorporated by reference and made a part of this agreement as if attached hereto. A copy of the Gray Book will be provided by CAL FIRE.

**Exhibit G
(Operating Plan)**

The Operating Plan provided by COUNTY, in accordance with **Exhibit A, Paragraph 10, Section 2** of this Agreement, is hereby incorporated by reference and made part of this agreement as if attached hereto.