

AGREEMENT NUMBER 2CA02071
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Department of Forestry and Fire Protection
 CONTRACTOR'S NAME
 U.S. Department of Agriculture, Forest Service, Tahoe National Forest
- The term of this Agreement is: July 1, 2013 through June 30, 2015
- The maximum amount of this Agreement is: \$87,345.17
 Eighty-Seven Thousand Three Hundred Forty-Five Dollars 17/100
- 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.

Exhibit A – Scope of Work	2 pages
Attachment 1 – Detailed Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment 1 – Budget Detail	1 page
Exhibit C – General Terms and Conditions for Federal Agreements	3 pages

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 www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

FEDERAL AGENCY		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> APPROVED <div style="border: 1px solid black; padding: 5px; width: 80%; margin: 0 auto;"> JUL 15 2013 </div> DEPT OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per: _____
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) U.S. Department of Agriculture, Forest Service, Tahoe National Forest		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/20/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Tom Quinn, Forest Supervisor		
ADDRESS Tahoe National Forest, 631 Coyote St., Nevada City, CA 95959		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/3/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Shana Jones, Staff Chief, Administration		
ADDRESS 135 Ridgeway Ave, Santa Rosa, CA 94501		

The authority and format of this agreement have been reviewed and approved for signature by:

6/18/2013
 JOHN V. HEFNER, R5
 GRANTS MANAGEMENT SPECIALIST

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

SCOPE OF WORK

The California Department of Forestry and Fire Protection, hereinafter referred to as CAL FIRE; and the U.S. Department of Agriculture, Forest Service, Tahoe National Forest, hereinafter referred to as Forest Service entered into a cooperative agreement dated January 1, 1986, providing for the cooperative planning, financing, construction, and use of a building, hereinafter referred to as the Emergency Command Center (ECC), to house both agencies' fire dispatch operations. Said structure has now been constructed.

In addition, CAL FIRE and Forest Service jointly operate the Grass Valley Air Attack Base (AAB) facility located at the same site.

CAL FIRE and Forest Service desire to share certain utility costs of said facilities, in approximate proportion to each party's respective use, that are not practical to have billed separately to each agency.

1. Forest Service agrees to provide to CAL FIRE utilities payments for the ECC and AAB facilities. CAL FIRE shall reimburse Forest Service for its proportionate share of the costs according to the "Utility Cost-Share Rates" specified in Exhibit B, Budget Detail and Payment Provisions.

CAL FIRE has the right to extend this Agreement for one (1) year by amendment at the same terms, conditions, and costs.

2. The services shall be performed at 13120 Loma Rica Drive, Grass Valley, CA 95945.
3. Services shall be provided as needed. Actual service schedule shall be coordinated by the CAL FIRE Project Representative.
4. The Project Representatives (principal during the term of this Agreement will be:

State Agency: Dept. Forestry and Fire Protection	Contractor: U.S. Department of Agriculture, Forest Service, Tahoe National Forest
Name: Tom Webb, ECC Manager	Name: Cliff Snider, ECC Manager
Phone: (530) 272-4952	Phone: (530) 477-7237
Fax: (530) 477-5203	Fax: (530) 477-5203
Email: Tom.Webb@fire.ca.gov	Email: csnider@fs.fed.us

Direct all inquiries to:

State Agency: Dept. Forestry and Fire Protection	Contractor: U.S. Department of Agriculture, Forest Service, Tahoe National Forest
Section/Unit: Business Services – Acquisition Unit	Section/Unit: R5, AQM
Attention: Abigail Moniz	Attention: John Hefner
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: 631 Coyote St Nevada City, CA 95959
Phone: (916) 324-1634	Phone: (530) 478-6828
Fax: (916) 323-1888	Fax: (530) 478-6121
Email: Abigail.Moniz@fire.ca.gov	Email: jvhefner@fs.fed.us

EXHIBIT A
(Detailed Scope of Work)

DETAILED SCOPE OF WORK

1. The Forest Service shall provide payments for the following utilities for the Grass Valley ECC and AAB:
 - Compound Electricity
 - Compound Water
 - Compound Garbage
 - Compound Disposal Fee
 - Compound Septic
 - Compound Propane
 - Janitorial (ECC)
 - Compound Snow Removal
 - Pest Control (ECC)
 - Heat/Air Conditioning (ECC)
 - Miscellaneous Maintenance (ECC)
 - Compound Security
2. CAL FIRE shall reimburse the Forest Service for CAL FIRE's proportionate share of the costs in accordance with the "Utility Cost-Share Rates" included under Exhibit B, Budget Detail and Payment Provisions.
3. This Agreement may be amended to update cost sharing ratios to reflect changing use patterns or to provide for the sharing of additional costs related to facilities as may arise in the future. Amendments shall be made in writing by mutual consent of both parties.
4. Forest Service shall make available for inspection by CAL FIRE the financial records supporting said billings, should CAL FIRE desire to review the records supporting its share of utilities costs. Records shall remain available for a period no less than three (3) years from the date on which Forest Service invoiced CAL FIRE for its share of the billing.
5. This Agreement shall have no effect on the provisions and clauses of CAL FIRE's special-use permits for occupancy and use of said facilities, or conflict with the Cooperative Fire Protection Agreement between CAL FIRE, Forest Service, et al. (FS #01-FI-11052012-212, CAL FIRE #7CA0100)

**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, CAL FIRE agrees to compensate the Forest Service for actual expenditures incurred in accordance with the Utility Cost-Share Rates specified as follows:

Utility Cost-Share Rates	
Utilities	CAL FIRE Share:
Compound Electricity	50%
Compound Water	50%
Compound Garbage	40%
Compound Disposal Fee	50%
Compound Septic	50%
Compound Propane	60%
Janitorial (ECC)	60%
Compound Snow Removal	40%
Pest Control (ECC)	50%
Heat/Air Conditioning (ECC)	60%
Miscellaneous Maintenance (ECC)	50%
Compound Security	50%
Administrative Fee*	7% of CAL FIRE Share
<i>* Administrative fee is adjusted annually by Forest Service Washington Office policy letter.</i>	

- B. Invoices shall include the Agreement Number and shall be submitted in duplicate quarterly in arrears to:

California Department of Forestry and Fire Protection
 Attn: Division Chief
 Administration and Support Services
 13760 Lincoln Way
 Auburn, CA 95603

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, Attachment 1
 (Budget Detail)**

Budget Detail

Shared Utilities	Projected Costs (FY 13/14)	CAL FIRE Share:	
		Percent	Amount
Compound Electricity	\$39,000.00	50%	\$19,500.00
Compound Water	\$3,800.00	50%	\$1,900.00
Compound Garbage	\$5,000.00	40%	\$2,000.00
Compound Disposal Fee	\$1,200.00	50%	\$600.00
Compound Septic	\$1,200.00	50%	\$600.00
Compound Propane	\$5,500.00	60%	\$3,300.00
Janitorial (ECC)	\$12,200.00	60%	\$7,320.00
Compound Snow Removal	\$2,000.00	40%	\$800.00
Pest Control (ECC)	\$1,000.00	50%	\$500.00
Heat/Air Conditioning (ECC)	\$3,000.00	60%	\$1,800.00
Miscellaneous Maintenance (ECC)	\$2,000.00	50%	\$1,000.00
Compound Security	\$1,000.00	50%	\$500.00
Sub-Totals	\$76,900.00	-	\$39,820.00
	Administrative Fee	7%	\$2,787.40
		Total: FY 13/14	\$42,607.40
		FY 14/15	\$44,737.77*
		Total Contract Amount	\$87,345.17
<p>* Note: The total projected cost for FY 14/15 is based on an assumed inflation rate of 5% from the previous year. Forest Service shall be reimbursed only for actual expenses incurred.</p>			

EXHIBIT C
(General Terms and Conditions for Federal Agreements)

1. **APPROVAL:** This Agreement is of no force or effect until signed by authorized representatives of all Signatory Agencies and approved by the Department of General Services, if required. Signatory Agencies may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Signatory Agencies and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Signatory Agencies.
3. **ASSIGNMENT:** This Agreement is not assignable by the Signatory Agencies, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Signatory Agencies agree that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and Federal auditors shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Signatory Agencies agree 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. Signatory Agencies agree 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, Signatory Agencies agree to include a similar right of the State and Federal auditors to audit records and interview staff in any contract related to performance of this Agreement, (California Government Code 8546.7, Public Contract Code 10115 et seq., California Code of Regulations Title 2, Section 1896).
5. **DISPUTES:** Signatory Agencies shall continue with the responsibilities under this Agreement during any dispute.
6. **TERMINATION FOR CAUSE:** Any Signatory Agency may terminate cancel this Agreement at any time by giving thirty (30) days' written notice to the other Signatory Agencies. None of the Signatory Agencies shall incur any new obligations for the terminated portion of this agreement after the effective date of the termination and shall cancel as many obligations as possible. Full credit shall be allowed for each Signatory Agency's Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
7. **INDEPENDENT CONTRACTOR:** Signatory Agencies agree that agents and employees of their respective agencies, in the performance of this Agreement, shall not act as officers or employees or agents of the other Signatory Agencies to this agreement.
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Signatory Agencies and their subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave. Signatory Agencies and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. State and Federal agencies shall adhere to all State and Federal Laws pertinent to their respective organizations as they apply to non-discrimination described within this agreement. Signatory Agencies shall include a similar non-discrimination clause in any resulting contract.
9. **TIMELINESS:** Time is of the essence in this Agreement.
10. **COMPENSATION:** The consideration to be paid by Signatory Agencies to one another, as provided herein, in this Agreement, shall be in compensation for all expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California and the United States. It is the intent of the Signatory Agencies that venue shall be in a court located within the geographic boundaries of the State of California.

EXHIBIT C
(General Terms and Conditions for Federal Agreements)

12. **ANTITRUST CLAIMS:** Each Federal Agency by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, each Federal Agency shall comply with the requirements of the Federal Acquisition Regulations, Chapter 1, Title 48, Code of Federal Regulations (CFR).
13. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Signatory Agencies agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
14. **UNION ACTIVITIES:** For all contracts, except fixed price contracts of \$50,000 or less, State Agencies acknowledge that:
 - a. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
 - b. Federal agencies shall adhere to all Federal laws pertaining to Union activities including Title 5 United States Code 7101 as a condition of this Agreement.
15. **EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. 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.
16. **SETTLEMENT OF DISPUTES:** In the event of any issue of controversy under this Agreement, the Signatory Agencies may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. Those may include, but are not limited to conciliation, facilitation and mediation.

The heads of the agencies affected by the dispute will make a final determination for dispute resolution if other informal venues have not succeeded. If resolution cannot be reached informally through these methods, the parties may pursue whatever legal remedies they may have.
17. **DVBE AUDITS:** If State determines this Agreement is subject to disabled veteran-owned business enterprise requirements, State agencies shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. State agencies shall make pertinent records available to State for review, shall permit State access to pertinent records upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the Agreement. Federal agencies shall comply with the DVBE requirements of the Federal Acquisition Regulation as referenced in item 13 of these Terms and Conditions for Federal Agencies.
18. **POTENTIAL CONTRACTORS:** Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any contractors, and no contract shall relieve Signatory Agencies of their responsibilities and obligations hereunder. Federal Agencies agree to include the necessary Federal Acquisition Regulation clauses relating to indemnification and insurance requirements for any resulting contract pursuant to this Agreement. Each Signatory Agency's obligation to pay its contractors is an independent obligation from State's obligation to make payments to the Signatory Agencies. As a result, State shall have no obligation to pay or to enforce payment of any moneys to any contractor.
19. **AGENCY LIABILITY:** The Signatory Agencies warrant 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 Signatory Agencies 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.
20. **FORCE MAJEURE:** Each Signatory Agency shall not be liable to other Signatory Agencies for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or

EXHIBIT C
(General Terms and Conditions for Federal Agreements)

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.

21. **NON ELIGIBLE ALIEN** – All Sole Proprietor Contracts – (SCM 2.07): Signatory Agencies shall comply with 8, United States Code Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.
22. **PRIORITY HIRING CONSIDERATION – Contracts With a Value in excess of \$200,000**: If a resulting contract will have a total contract value of \$200,000 or more, the Signatory Agencies are hereby advised that they will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid. All requirements as stated in this section pertaining to Priority Hiring Consideration as it applies to State and Federal agencies shall be to the extent required by State or Federal law, respectively.
23. **CONTRACTOR CERTIFICATION - Copyright Laws for Computer Software - I.T. Agreements Only**: Signatory Agencies certify that appropriate systems and controls are in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
24. The following provisions are made part of this Agreement.
 - a. **Debarment – Federal Regulations**: Government Code Sections 4477 is incorporated by reference into this Agreement.
 - b. **Federal Policy**: Federal Disclosure Statement and Disadvantaged Business Enterprise/Small Business Affirmative Steps are incorporated by reference into this Agreement.
 - c. **Fund Availability – Federal Policy**:
 1. The Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for services arising from this agreement can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this and until the party receiving reimbursement receives notice of such availability, to be confirmed in writing by the party providing funding.
 2. The Department of Forestry and Fire Protection has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
 - d. **Disclosure Requirements – Federal Regulation: Government Code Section 7550 is incorporated by reference into this agreement.**
25. **WAIVER OF CLAIMS**: In accordance with 42, United States Code, Section 1856a, the State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors.
26. Authorities: P.L. 94-148 Cooperative Funds and Deposits Act of 1975; P.L. 81-478 Granger-Thy Act of 1950 P.L. 84-46 Reciprocal Fire Act of 1955.