

COUNTY FIRE DEPARTMENT

157 West Fifth Street, Second Floor • San Bernardino, CA 92415-0451 • (909) 387-5974
Fax (909) 387-5542



COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP

PETER R. HILLS
Fire Chief
County Fire Warden

February 19, 2003

Kasey Haws, Mayor
C/O Mel Enslow, Fire Chief
City of Redlands Fire Department
35 Cajon Street, Suite 12
Redlands, CA 92373

**RE: FIRE PROTECTION SERVICES AGREEMENT BETWEEN COUNTY
SERVICE AREA 38 AND CITY OF REDLANDS**

Dear Chief Enslow,

Enclosed, please find five (5) original sets of the Fire Protection Services Agreement Between County Service Area 38 and City of Redlands. Please obtain an original signature of the authorized City representative on all five (5) copies enclosed. It is requested that the signature be signed in blue ink.

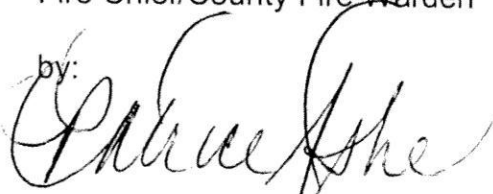
All five (5) signed Agreements need to be returned to this Office, Attn: Patrice Ashe, 157 W. 5th St., 2nd Floor, San Bernardino, CA 92415-0451. Upon receipt, the item will be placed on the next available date on the Board of Supervisors agenda for approval and signature. One fully executed document will be returned to your office.

Your cooperation and assistance during this process is greatly appreciated.

Sincerely yours,

Peter R. Hills
Fire Chief/County Fire Warden

by:


Patrice Ashe, Staff Analyst II

encls

2-21-03
5 originals taken to
County by Mel
one to be returned.

1. [unclear]
2. [unclear]

First
Second
JERRY RAYES

3. [unclear]
4. [unclear]

5. [unclear]



DISTRICT
F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	☒	New	Vendor Code		Dept.	SPD	Contract Number	
M	☐	Change			SC	106	A	03-
X	☐	Cancel						
DISTRICT					Dept.	Orgn.	Contractor's License No.	
County Service Area 38 (Fire)								
DISTRICT Contract Representative					Ph. Ext.		Amount of Contract	
Patrice Ashe					(909) 387-5944		Not to Exceed \$135,000F/Y	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
Commodity Code				FY	Estimated Payment Total by Fiscal Year			
Project Name				Amount	I/D	FY	Amount	I/D
FIRE PROTECTION SERVICES AGREEMENT				2002/03	\$ 67,500			
				2003/04	\$ 135,000			

THIS CONTRACT is entered into in the State of California by and between County Service Area 38, hereinafter called CSA 38, and
Name

CITY OF REDLANDS

hereinafter called CITY

ATN: FIRE CHIEF

Address 35 Cajon Street, Suite 200
Redlands, CA 92373

Phone
(909) 798-7533

Federal ID No. or Social Security No.

IS HEREBY AGREED AS FOLLOWS:

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN COUNTY SERVICE AREA 38
AND
CITY OF REDLANDS**

This Agreement is made and entered into by and between COUNTY SERVICE AREA 38 ("CSA 38"), and the CITY OF REDLANDS ("CITY").

WITNESSETH:

WHEREAS, it is the intent of the parties hereto that the fire protection services in that portion of CSA 38 commonly known as the "Donut Hole" and as depicted on the attached map, Exhibit "A", Donut Hole Description, be furnished to CSA 38 by CITY subject to the terms and conditions contained herein; and,

WHEREAS, it is the intent of the parties hereto that the advanced life support (ALS/Paramedic) services in that portion of CSA 38 commonly known as the "Donut Hole" and as depicted on the attached map, Exhibit "A", Donut Hole Description, also be furnished to CSA 38 by CITY subject to the terms and conditions contained herein; and,

WHEREAS, it is the intent of the parties hereto that CITY provide the fire protection and ALS/Paramedic services to CSA 38 and that CSA 38 pay CITY for these services.

NOW, THEREFORE, the parties agreed as follows:

1. CITY will furnish fire protection services, including advanced life support (ALS/Paramedic) services ("Services") to CSA 38 in the Donut Hole.
2. As an integral part of the Services, CITY will also furnish fire prevention inspections and fire cause and origin determination including investigations that it furnishes within its own boundaries.
3. CSA 38 will continue to provide fire protection planning and engineering services and agrees to provide CITY with copies of commercial and industrial project conditions upon final approval of the projects by the County of San Bernardino ("COUNTY").
4. CITY shall submit annually during the term of this Agreement to CSA 38 a report of all Services provided during the term of this Agreement. Upon termination of this Agreement, CITY shall submit a close out report of all Services provided from the last report up to the date of termination.
5. Term - This Agreement shall become effective January 1, 2003 and continue in effect thereafter until terminated as provided herein.
6. Termination - Except as otherwise provided herein, either party may terminate this Agreement and CITY may cease providing Services by giving not less than ninety (90) days written notice to the other party of said intent to terminate. Upon termination of this Agreement by either party, CSA 38 shall only pay for the pro-rata share of time Services were actually provided by the CITY.
7. Payment for Services -

a. For the Services provided by CITY, CSA 38 shall pay the sum of \$67,500 to CITY within thirty (30) days of the date of CSA 38's approval of this Agreement for those Services to be rendered for the six-month period from January 1, 2003 through June 30, 2003. Commencing on December 31, 2003, CSA 38 shall pay the sum of \$67,500 to CITY for the prior six-month's Services in arrears and continuing on every June 30 and December 31 during the term of this Agreement until all or substantially all of the property in Phase 1 of the Citrus Plaza Regional Mall Planned Development ("Phase 1") as then approved by COUNTY (File No. PD/95-0005-07) is annexed into the CITY. Upon annexation of all or substantially all of the property in Phase 1 into the CITY the payments for Services under this subparagraph will cease, except that if the annexation of all or substantially all of the property in Phase 1 occurs prior to December 31, 2003, CSA 38 shall still make the \$67,500 December 31, 2003 payment to CITY and CITY shall be entitled to retain all of the \$135,000 paid by CSA 38.

b. Upon annexation of all or substantially all of the property in Phase 1 into the CITY, CITY shall continue to provide services to the remaining undeveloped property in the Donut Hole and CSA 38 shall commence to pay the sum of \$35,000 per year to CITY for each calendar year during the term of this Agreement that CITY provides such Services. For purposes of this Agreement, "undeveloped property" shall mean the actual state of all property in the Donut Hole (except for Phase 1), whether a building or structure is located thereon or not, at the time of CSA 38's approval of this Agreement. The payment for Services to the undeveloped property in the Donut Hole shall be paid to CITY, in arrears, in equal \$17,500 payments on or before June 30 and December 31 of each year, except that for the payment due on the next June 30 or December 31 (whichever is first) after the effective date of annexation of all or substantially all of the property in Phase 1 into the CITY, CSA 38 shall pay a prorated share of the \$17,500 payment to CITY based upon the actual number of days of Service provided by CITY.

(1) In the event any undeveloped property in the Donut Hole is later developed by the construction of a building or a structure thereon, such property shall be redesignated as "developed property" for purposes of this Agreement and shall continue to receive Services from CITY for six (6) months after the date of issuance of a certificate of occupancy for the building or structure as part of the Services for undeveloped property. After the six (6) month period, if the developed property has not been annexed into the CITY, CITY shall continue to provide Services to the developed property and CSA 38 shall pay to CITY the sum of \$725 for each acre, or portion thereof, of developed property that will receive Services. The \$725 Service payment for each acre, or portion thereof, of developed property is in addition to the \$35,000 per year payment for Services to undeveloped property.

c. Notwithstanding any other provision of this Agreement, it is the intent of the parties and the parties agree that CSA 38's obligation to pay CITY for Services to undeveloped and/or developed property in the Donut Hole under this Agreement shall cease upon the CITY's successful annexation of a majority of the 1104 acres of the property (whether undeveloped or developed) in the Donut Hole, and thereafter CITY shall continue to provide such Services to the Donut Hole without charge to CSA 38. Therefore, the CITY's right to terminate this Agreement under Section 7, Termination, shall cease upon the CITY's successful annexation of a majority of the 1104 acres of the property (whether undeveloped or developed) in the Donut Hole. (See Exhibit "A", Donut Hole Description) Additionally, any notification of termination of this Agreement by the CITY within 90 days prior to or at anytime after the commencement of annexation proceedings which would effect the annexation of a majority of the acreage of the property (whether undeveloped or developed) in the Donut Hole shall be null and void.

d. Notwithstanding any other provision of this Agreement, should CITY otherwise become legally obligated to provide Services to any part or all of the Donut Hole at any time during the effective period of this Agreement, CITY and CSA 38 agree to pro-rate the actual payment due to CITY for Services to those properties covered by this Agreement which the CITY is not otherwise legally obligated to provide Services.

8. Indemnification –

a. The CITY agrees to indemnify and hold harmless CSA 38 and/or the COUNTY and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CITY's and its authorized officers', employees', agents' and volunteers' acts, errors, or omissions and for any costs or expenses incurred by CSA 38 and/or COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

b. CSA 38 agrees to indemnify and hold harmless the CITY and/or COUNTY and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CSA 38's and its authorized officers', employees', agents' and volunteers' acts, errors, or omissions and for any costs or expenses incurred by CITY and/or COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

9. Insurance –

a. Without in any way affecting the indemnity herein provided and in addition thereto, the CITY shall secure and maintain throughout the Agreement the following types of insurance and/or self-insurance with limits as shown. The CITY may satisfy these insurance requirements through a State approved self-insurance program with coverage substantially as shown.

b. Workers' Compensation – A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State and California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the CITY and all risks to such persons under this Agreement.

c. Comprehensive General and Automobile Liability Insurance– This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

d. Additional Named Insured – All policies, except for the Workers' Compensation, shall contain additional endorsements naming CSA 38, the COUNTY and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

e. Waiver of Subrogation Rights – CITY shall require the carriers of the above-required coverages to waive all rights of subrogation against CSA 38, the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors.

f. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CSA 38 and/or the COUNTY.

g. Proof of Coverage – CITY shall immediately furnish certificates of insurance or proof of self-insurance to CSA 38 evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CSA 38, and CITY shall maintain such insurance from the time CITY commences performance of Services hereunder until the completion of such Services. Within sixty (60) days of the commencement of this Agreement, the CITY shall furnish certified copies of the policies and all endorsements.

h. Insurance Review – The above insurance requirements are subject to periodic review by CSA 38. CSA 38's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of CSA 38 and/or COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CSA 38 and/or COUNTY, inflation, or any other item reasonably related to CSA 38's and/or COUNTY's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CITY agrees to execute any such amendment within thirty (30) days of receipt.

10. Notices- All notices hereunder shall be in writing and served personally or deposited in the United States Registered Mail, return receipt requested, postage prepaid and addressed as follows:

CITY: Kasey Haws, Mayor
35 Cajon Street, Suite 200
Redlands, CA 92373

CSA 38: San Bernardino County Consolidated Fire District
Fire Chief/County Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0450

11. Venue - This Agreement was entered into and is intended to be performed in San Bernardino County, California. Venue for any action brought by either of the parties shall be the Superior Court of California, County of San Bernardino, Central District. Each of the parties hereby waives any rule of law or rule of court that would allow it to request or demand a change in venue. If any action concerning this Agreement is brought by any third party, the parties shall use their best efforts to obtain a change in venue to the Central District of San Bernardino County.
12. Attorney Fees and Costs - If any legal action is instituted to enforce any of the parties rights hereunder, each of the parties shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 9, Indemnification.
13. Jury Trial Waiver - CSA 38 and CITY hereby waive their respective rights to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either of the parties against the other(s) on any matter arising out of, or in any way connected with, this Agreement, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
14. Independent Capacity –
- a. The CITY, its officers, employees, and agents shall act in an independent capacity during the term of this Agreement and not as officers, employees, or agents of CSA 38 and/or COUNTY, nor shall they have authority to contract for or on behalf of, or incur obligations on behalf of CSA 38 and/or COUNTY.

b. CSA 38, its officers, employees, and agents shall act in an independent capacity during the term of this Agreement and not as officers, employees, or agents of the CITY and/or COUNTY, nor shall they have authority to contract for or on behalf of, or incur obligations on behalf of, the CITY and/or COUNTY.

15. Incorporation of Recitals - The Recitals are specifically incorporated into this Agreement.
16. Sections and Captions - All references to Sections refer to Sections in this Agreement unless otherwise stated. Captions are for convenience of reference only and do not constitute a portion of this Agreement.
17. Further Assurances - Each of the parties shall, upon the request of the other party hereto, take such other actions and sign such other documents (in recordable form, if required) as may be reasonably required to effectuate the terms of this Agreement.
18. Consent - Whenever consent or approval of any of the parties is required that party shall not unreasonably withhold or delay such consent or approval.
19. CITY Owned Property in the Donut Hole - Notwithstanding any other provision of this Agreement, real property in the Donut Hole owned by the CITY on the effective date of this Agreement, or subsequently acquired by the CITY, shall not be subject to the terms and conditions of this Agreement.
20. Entire Agreement - This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereto. There are no oral understandings, terms, conditions or promises, and neither of the parties has relied upon any representation, express or implied, not contained in this Agreement. This Agreement may only be modified or amended in writing and must be signed by each of the parties.
21. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

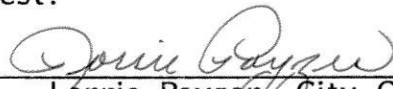
CSA 38

CITY OF REDLANDS

►
Dennis Hansberger, Chairman, Board of Supervisors,
Acting in its capacity as Governing Body of CSA 38

By ► 
Karl N. Haws, Mayor

Attest:

By 
Lorrie Poyzer, City Clerk

Dated: _____

Dated: February 18, 2003

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

P. O. Box 3005
Address: 35 Cajon Street, Suite 200
Redlands, CA 92373

By _____
Deputy

Approved as to Legal Form

Reviewed by Contract Compliance

Reviewed for Processing

►
County Counsel

►

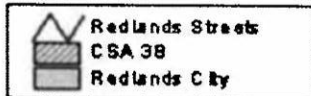
►
Agency Administrator/CAO

Date _____

Date _____

Date _____

CSA 38 Fire Protection Contract Area



NEW BUSINESS

Ordinance No. 2531- Citation Authority - City Attorney McHugh presented a proposed ordinance which would give citation issuance authority to the NPDES Inspector in addition to other code enforcement personnel within the City. Granting the NPDES Inspector the authority to issue citations will relieve a burden on existing code enforcement staff and could help ensure that the City's NPDES program was enforced. Ordinance No. 2531, an ordinance of the City of Redlands adding Chapter 1.24 to the Redlands Municipal Code establish citation authority, was read by title only by City Clerk Poyzer, and on motion of Councilmember Peppler, seconded by Councilmember George, further reading of the ordinance text was unanimously waived, and Ordinance No. 2531 was introduced with unanimous Council approval and laid over under the rules with adoption scheduled for January 7, 2003.

LATE BREAKING ITEM

Noting the need to take action was immediate, Councilmember Peppler moved to add the following item to the agenda which arose subsequent to the agenda being posted: "Approve an agreement for fire protection services with County of San Bernardino Service Areas 38 and 70." Motion seconded by Councilmember Harrison and carried unanimously. City Manager Davidson explained that Kohl's is ready to receive inventory and requires fire protection services as of January 1, 2003. He and Fire Chief Enslow have been negotiating this agreement and the County Board of Supervisors will consider this agreement at their meeting next week. Councilmember Gilbreath asked staff to change Paragraph 8 to reflect payment up front with the City paying back pro-rated funds and upon annexation to change the pro-rate to be based on square acreage. Subject to the County Board of Supervisors agreeing to this change, Councilmember Haws moved to approve the agreement. Motion seconded by Councilmember Peppler and carried unanimously.

PUBLIC COMMENTS

None forthcoming.

CLOSED SESSION

There being no further business, the meeting adjourned at 8:55 P.M. The next regular meeting will be held on January 7, 2003.

City Clerk

*See 2-18-03
minutes*

COMMUNICATIONS

Appointments - BEDAC - Mayor Haws moved to nominate Peter M. Barnack and Brad L. Hundman to fill two unexpired terms to October 15, 2005, on the Business and Economic Development Advisory Commission (BEDAC). Motion seconded by Councilmember Harrison and carried unanimously.

Appointments - Planning Commission - Mayor Haws moved to nominate Carolyn Laymon for reappointment to another four-year term on the Planning Commission. Motion seconded by Councilmember Harrison and carried unanimously. Mayor Haws moved to nominate Thomas Osborne for reappointment to a third four-year term on the Planning Commission. Motion seconded by Councilmember Peppler and carried unanimously (4/5 vote of the City Council required).

Redlands Christian Home - Bill Feenstra, Redlands Christian Home, updated Councilmembers on their progress developing their 17.84 acres project on the northeast corner of Fifth Street and Wabash Avenue and expressed their appreciation for all the assistance they have received from the City of Redlands.

Public Comments - Grace Lester, Yucaipa, interrupted the meeting and commented on several items under the Consent Calendar and New Business.

Agreement - County Service Area 38 - At the December 17, 2002, meeting the City Council approved an agreement for fire protection services to CSA 38 with a modification to reflect the City's ability to receive payment upfront for services being provided and that the agreement include a provision and/or pro-ration formula that would allow the City to "pay back" based on the amount of property annexed. In an effort to address the concerns expressed by the City Council, Mayor Haws, Mayor Pro Tem Peppler, and the City staff have been working with Supervisor Hansberger and his staff to develop a revised CSA 38 fire protection service agreement that meets the needs of both the City Council and the County Board of Supervisors. Grace Lester, Yucaipa, expressed concerns about the Donut Hole. Following brief discussion, Councilmember Peppler moved to approve the revised agreement with County Service Area 38 for fire protection and ALS/Paramedic services (Donut Hole). Motion seconded by Councilmember Harrison and carried unanimously.

Resolution No. 6137 - Zero-Emission Vehicle Program - Councilmember George explained the Air Resources Board staff has recently proposed changes to the current California Zero-Emission Vehicle (ZEV) Program to be considered on February 27, 2003. Adoption of these proposed changes would result in no new ZEV product until the 2008 or 2009 model year, dealing a major blow to the efforts advancing ZEV technology and commercialization which would be extremely difficult to reverse in future years. Councilmember