

AGREEMENT FOR FIRE PROTECTION OF WILDLANDS
WITHIN INCORPORATED CITY

ORIGINAL

THIS AGREEMENT, made this 15th day of June, 1993, by and between the State of California, Department of Forestry and Fire Protection, through its duly appointed and qualified Director, hereinafter called STATE, and the CITY OF REDLANDS, County of San Bernardino, State of California, hereinafter called CITY.

R E C I T A L S

1. Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.
2. CITY has the responsibility for protection of life, property, and wildland areas comprising 4,480 acres of land as indicated on the plat attached hereto and marked "Exhibit A", and desires to contract with the STATE to provide wildland fire protection to said area.
3. STATE has the ability to provide basic wildland fire protection for said area, of the type and degree which it now provides on adjacent State Responsibility Areas.
4. STATE shall provide basic wildland fire protection for the area defined in Paragraph 2, above, at the same level of service it now provides on adjacent State Responsibility Area.

5. CITY shall pay STATE for providing said protection at the rate of \$6.00 per acre, plus an 11.13% administrative charge for a total of \$29,872 upon presentation of an invoice by STATE. The rate per acre and administrative fee will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by CITY.
6. STATE will not purchase additional equipment or hire extra personnel for performance of this contract.
7. CITY agrees that STATE may dispatch fire protection resources available under this agreement to other areas of the State when needed at the sole discretion of STATE.
8. STATE resources shall not be required to be available during non-fire season, typically January 1 to April 30; STATE shall provide CITY notice of the commencement and the end of declared fire season.
9. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
10. CITY shall provide mutual aid response into the contract area for wildfires.
11. STATE and CITY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

12. Prior to April 1 of each year, STATE and CITY shall establish a joint Operating Plan and Fire Prevention Plan for the contract area.
13. STATE shall provide thirty (30) days written notice to CITY of the rate per acre to be charged for each subsequent year during the term of this agreement; CITY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligation hereunder shall terminate; CITY shall be liable for all amounts due up to and including the date of such termination.
14. To the extent that the Constitution and the laws of the State of California permit, STATE and CITY agree to indemnify and to hold each other harmless against and from any and all liability for claims on account of property damage, personal injuries, or death resulting from the acts or negligence of the other party, its officers, employees, agents, and subcontractors in connection with the performance of this Agreement.
15. If the contract is over \$10,000, contracting parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract. Examination and audit shall be confined to those matters connected with performance

of the contract including, but not limited to, cost of administering contract.

16. The contact person for the STATE is:

David J. Driscoll, Ranger Unit Chief
3800 Sierra Way, San Bernardino, CA 92405
(714) 881-6900

The contact person for the CITY is:

Charles G. DeMirjyn, Mayor
Post Office Box 3005, Redlands, CA 92373
(909) 798-7531

17. Failure of either party to meet any of the terms and conditions of this agreement, including nonpayment of monies due hereunder, shall be cause for the termination of this agreement; such termination shall become effective upon receipt of written notice of cancellation.
18. The term of this agreement is from September 19, 1993 to June 30, 1996.
19. During the performance of this contract, contractor and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall

Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

21. The following are definitions of terms used in this Agreement.

BASIC FIRE PROTECTION: That level of fire protection which CDF provides to the State Responsibility Areas throughout California.

FIRE PREVENTION: Includes all aspects of preventing forest fires.

FIRE PROTECTION: Is a general term implying an overall defense against forest fires. It consists of two major

elements; fire prevention and fire control (which implies fire containment and/or suppression or extinguishment).

FIRE SUPPRESSION: Refers to extinguishing or "putting out" forest fires.

NON-FIRE SEASON: That period of time in fall, winter, and spring that wildfires are not likely to occur.

STATE RESPONSIBILITY AREA (SRA): Refers to those lands classified by the State Board of Forestry (under P.R.C. 4125 and following) and being the areas in which the financial responsibility for preventing and suppressing fires (excluding those on Federally-controlled lands, or those within CITY limits) is primarily the responsibility of the State.

WILDFIRE: Means a fire burning uncontrolled on lands covered wholly in part by timber, brush, grass, grain, or other flammable vegetation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

APPROVED AND RECOMMENDED
FOR EXECUTION BY THE
CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION

By William Harrington
Signature

William Harrington
Printed Name
Acting Deputy Director
Title for Fire Protection

Date _____

APPROVED AND RECOMMENDED
FOR EXECUTION BY CITY OF REDLANDS

By Signature of
Signature

Following page
Printed Name

Title _____

Date _____

APPROVED AND RECOMMENDED
FOR EXECUTION BY THE
CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION
REGION III HEADQUARTERS

By [Signature]
Signature

Glen Newman
Printed Name

Title Asst. Deputy Director

Date 7-8-93

APPROVED AND RECOMMENDED
FOR EXECUTION BY THE
CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION
SAN BERNARDINO RANGER UNIT

By [Signature]
Signature

David T. Driscoll
Printed Name

Title Unit Chief

Date 7-8-93

APPROVED AND RECOMMENDED
FOR EXECUTION BY GENERAL
SERVICES DEPARTMENT

By [Signature]
Signature

SEP 3 1993
Printed Name

Title Ass't. Chief Counsel

Date _____

CITY OF REDLANDS, CALIFORNIA

By [Signature]
Charles G. Demirjyn, Mayor

Dated: June 15, 1993

ATTEST:

[Signature]
City Clerk, City of Redlands

Dated: June 15, 1993

FORM 100	POLICY	BUDGET
Department of General Services		
APPROVED		
By <u>[Signature]</u>		
Signature		
SEP 3 1993		
Printed Name		
BY <u>[Signature]</u>		
Title		
Ass't. Chief Counsel		
Date _____		

CITY COUNSEL

CITY OF REDLANDS

STATE OF CALIFORNIA

June 15, 1993, AT seven O'CLOCK P.M.

WILDLAND FIRE PROTECTION AGREEMENT

AUTHORIZING THE MAYOR TO SIGN AGREEMENT
WITH STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION

An Agreement by and between the State of California, Department of Forestry and Fire Protection and the City of Redlands for wildland fire protection of certain lands in the City designated as State Responsibility Areas is presented to the Counsel, and it appearing to the Counsel that said Agreement has been approved by the City Attorney as to form and legality, upon motion of Councilman Foster and seconded by Councilman Cunningham and duly carried, it is ordered and directed that said Agreement for services identifying the cost rates beginning July 1, 1993 is hereby approved, that the Mayor of the City is authorized to sign said Agreement for and on behalf of the City of Redlands, and the Clerk attest the same and affix thereto the Seal of the City.

City of Redlands

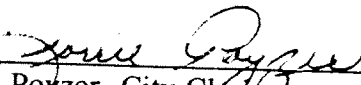


I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify under penalty of perjury that the following is a true and correct excerpt from the minutes of the City Council meeting held on June 15, 1993:

"On motion of Councilmember Foster, seconded by Councilmember Cunningham, Council unanimously approved Resolution No. 4994, a resolution of the City Council of the City of Redlands, California approving participation with California Department of Forestry and Fire Protection for fire protection of wildlands within the incorporated City of Redlands."

The undersigned further certifies that the above action has not been repealed or amended and remains in full force and effect .

WITNESS my hand and the official seal of the City of Redlands, California, this 16th day of July, 1993.



Lorrie Poyzer, City Clerk
City of Redlands, California

RESOLUTION NO. 4994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, APPROVING PARTICIPATION WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE PROTECTION OF WILDLANDS WITHIN THE INCORPORATED CITY OF REDLANDS.

BE IT RESOLVED by the City Council of the City of Redlands as follows:

WHEREAS, the City of Redlands, San Bernardino County, California, is within the jurisdiction of the California Department of Forestry (CDF), the agency responsible for Wildland fire protection in State Responsibility Area (SRA); and

WHEREAS, the CDF has a policy that provides for cooperative agreements with local jurisdiction for the purpose of fire prevention, fire control and extinguishment of Wildland fire; and

WHEREAS, the City does not have or is in the position to acquire the necessary resources to effectively confine, control and extinguish a major Wildland fire; and

WHEREAS, joint participation will provide for cost effective Wildland fire control;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

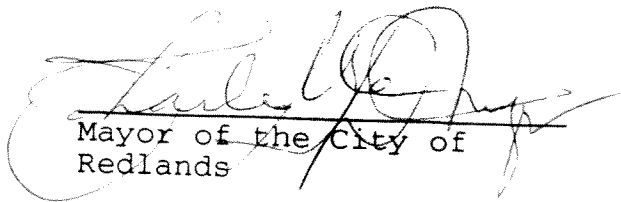
Section 1 The City of Redlands agrees to participate in an Agreement for Fire Protection of Wildlands between the State of California Department of Forestry and Fire Protection.

Section 2 The City of Redlands will allocate funding in the amount of \$29,872.00, the cost of the agreement, to be transferred to the California Department of Forestry and Fire Protection.

Section 3 The City of Redlands will authorize Charles G. DeMirjyn to sign on behalf of the City.

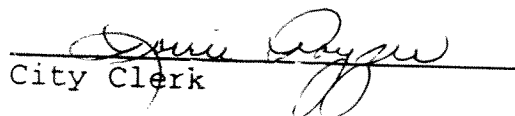
Section 4 The City of Redlands will authorize the Fire Chief or his designee to represent the City as a member of the Operations and Fire Prevention Technical Committee to be formed and coordinated by the City.

PASSED, APPROVED AND ADOPTED the 15th day of June, 1993.



Mayor of the City of
Redlands

ATTEST



City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of June, 1993, by the following vote:

AYES: Councilmembers Larson, Cunningham, Milson, Foster;
Mayor DeMirjyn

NOES: None

ABSENT: None



City Clerk