

AGREEMENT FOR FIRE PROTECTION OF WILDLANDS

WITHIN INCORPORATED CITY

THIS AGREEMENT, made this 18th day of September, 1990, 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 and 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 services it now provides on adjacent State Responsibility Area.

5. CITY shall pay STATE for providing said protection at the rate of \$6 per acre, plus an 11.13% administrative charge for a total of \$29,881.60 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 written notice of the commencement and the end of declared fire season ten (10) days prior to such dates.
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) 882-1226

The contact person for the CITY is:

Chief Raymond B. Mills

City of Redlands, P.O. Box 3005,

Redlands, CA 92373 (714)798-7600

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 18, 1990 to September 18, 1993.

19. 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

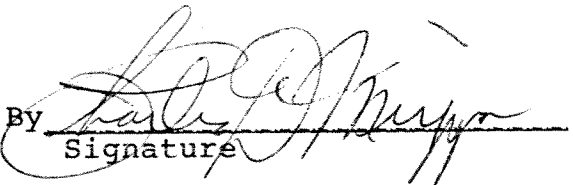
By _____
Signature

Printed Name

Title _____

Date _____

APPROVED AND RECOMMENDED
FOR EXECUTIVE BY REDLANDS

By 
Signature

Charles G. DeMirjyn
Printed Name

Title Mayor

Date September 19, 1990

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

By _____
Signature

Printed Name

Title _____

Date _____

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

By _____
Signature

Printed Name

Title _____

Date _____

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

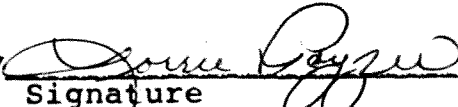
By _____
Signature

Printed Name

Title _____

Date _____

CITY OF REDLANDS,
CITY CLERK

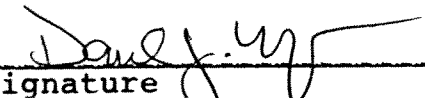
By 
Signature

Lorrie Poyzer
Printed Name

Title City Clerk

Date September 19, 1990

CITY OF REDLANDS,
CITY ATTORNEY

By 
Signature

Daniel J. McHugh
Printed Name

Title City Attorney

Date September 19, 1990

CITY COUNCIL

CITY OF REDLANDS

STATE OF CALIFORNIA

TUESDAY, SEPTEMBER 18, 1990, AT 3:00 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 Council and it appearing to the Council that said Agreement has been approved by the City Attorney as to form and legality, upon motion of Councilman Carole Beswick and seconded by Councilman Swen Larson and duly carried, it is ordered and directed that said Agreement for services identifying the cost rates beginning July 1, 1990 is hereby approved, that the Mayor of the City 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.

RESOLUTION NO. 4694

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 CDF has the special resources necessary to confine, control and extinguish a major 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:

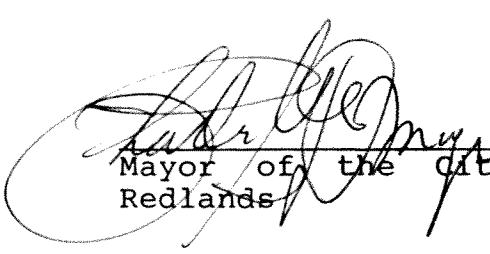
Section 1 The City of Redlands agrees to participate in an Agreement for Fire Protection of Wildlands between the State of California Department of Forestry and Fire Protection.

Section 2 The City of Redlands will allocate funding in the amount of \$29,881.60 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.

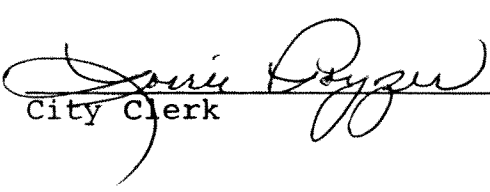
Section 4 The City of Redlands will authorize the Fire Chief or his designee to represent the City as a member of the Operations and Fire Prevention Technical Committee to be formed and coordinated by the City.

PASSED, APPROVED AND ADOPTED the 18th day of
September 1990.



Mayor of the City of
Redlands

ATTEST



City Clerk