

AGREEMENT FOR FIRE PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY

THIS AGREEMENT, made this 4th day of June, 1996, 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 LOCAL AGENCY.

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. LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 4,480 acres of land as indicated on the map 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 areas defined in Paragraph 2, above, in accordance with the following:

For those areas which are adjacent to State Responsibility Area STATE will provide wildland fire

protection at the same level of service it now provides on adjacent State Responsibility Area.

For those areas (islands) which are not adjacent to State Responsibility Area the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$7.36 per acre, plus an 11.13% administrative charge for a total of \$36,646 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 LOCAL AGENCY. This agreement shall be amended each fiscal year to reflect new rates.
6. LOCAL AGENCY 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.
7. STATE response will be subject to availability of resources.

8. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
9. LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.
10. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.
11. Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached hereto as "Exhibit B". If LOCAL AGENCY receives its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.
12. STATE shall provide thirty (30) days written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be charged for each subsequent fiscal year during the term of this agreement; LOCAL AGENCY 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; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

13. Unless there is written notice of intention not to renew this agreement STATE shall extend this agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new agreement been entered into.
14. To the extent that the Constitution and the laws of the State of California permit, STATE and LOCAL AGENCY 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 negligent acts of the other party, its officers, employees, agents, and subcontractors in connection with the performance of this Agreement.
15. If the agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the Bureau of State Audits for a period of three (3) years after final payment under the agreement. Examination and audit shall be confined to those matters connected with performance of the agreement including, but not limited to, cost of administering the agreement.
16. Notices required or permitted under this agreement shall be sent through the U.S. Postal Service by certified

mail. Notice shall be considered given upon deposit.
Addresses for any such notices shall be:

For STATE:

California Department of Forestry and Fire Protection
Paul L. Benson, Acting Unit Chief
3800 Sierra Way, San Bernardino, CA 92405
(909) 881-6900

For LOCAL AGENCY:

City of Redlands
Swen Larson, Mayor
Post Office Box 3005, Redlands, CA 92373
(909) 798-7500

A change of address may be made in writing at any time by either party.

17. Failure of either party to meet any of the terms and conditions of this agreement, including non-payment 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 July 1, 1996 to June 30, 1999.
19. During the performance of this contract, contractor and its subcontractors shall not lawfully 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 (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, 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 Code of Regulations 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.

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

20. LOCAL AGENCY receives its structural fire protection from City of Redlands Fire Department. City of Redlands Fire Department is hereby made an agency of LOCAL AGENCY for

the purposes of performance under this agreement with the exception of payments due under this agreement which shall remain the responsibility of LOCAL AGENCY.

21. This agreement may be amended at any time by written mutual consent of the parties hereto.
22. The following are definitions of terms used in this agreement.

FIRE PREVENTION: Includes all aspects of preventing wildland fires.

FIRE PROTECTION: Is a general term implying an overall defense against wildland 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" wildland fires.

NON-FIRE SEASON: That period of time in fall, winter, and spring that wildland fires 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) as 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.

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

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

CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION
RANGER UNIT CHIEF

By

Paul L. Benson
Signature

PAUL L. BENSON
Printed Name

Title Unit Chief

Date _____

LOCAL AGENCY

By

Swen Larson
Signature

Swen Larson
Printed Name

Title Mayor

Date June 4, 1996

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
AREA CHIEF

By

Glen Newman
Signature

GLEN NEWMAN
Printed Name

Title Area Chief

Date _____

CITY OF REDLANDS,
CITY CLERK

By

Lorrie Poyzer
Signature

Lorrie Poyzer
Printed Name

Title City Clerk

Date June 4, 1996

CDF DIRECTOR

By *James E Owen*
Signature

JAMES E OWEN

Printed Name

Title Deputy Director
for Fire Protection

Date 8/9/96

DEPARTMENT OF GENERAL SERVICES

By _____
Signature

Printed Name

Title _____

Date _____

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
AUG 26 1996		
BY	<i>Say Vess</i>	
	Ass't. Chief Counsel	

CITY COUNCIL

CITY OF REDLANDS

STATE OF CALIFORNIA

_____, 199____, AT _____ O'CLOCK ____M.

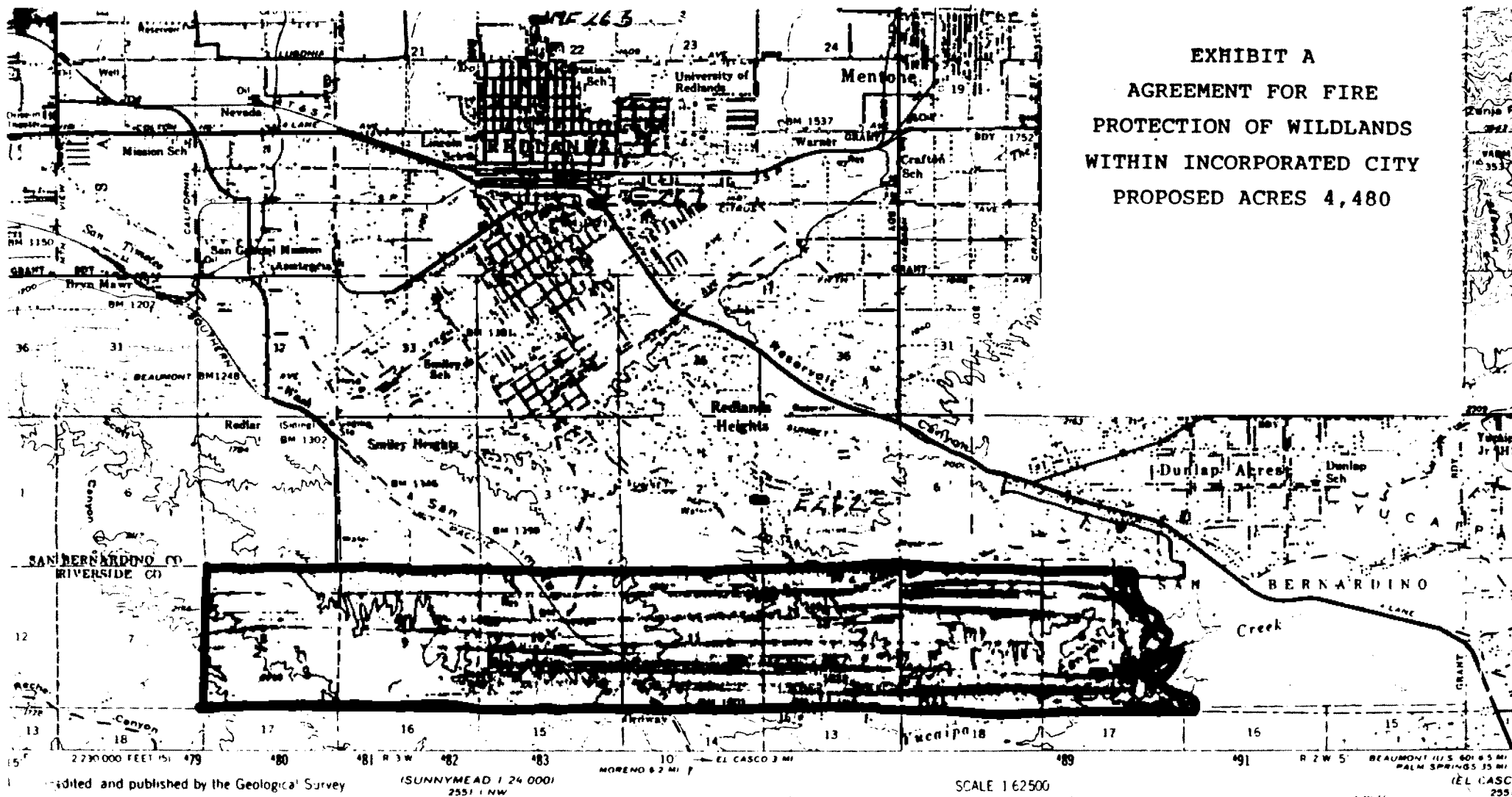
WILDLAND FIRE PROTECTION AGREEMENT

FISCAL YEAR 1996-97

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 Councilmember _____ and seconded by Councilmember _____ and duly carried, it is ordered and directed that said Agreement for services identifying the cost rates beginning July 1, 1996 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.

EXHIBIT A
 AGREEMENT FOR FIRE
 PROTECTION OF WILDLANDS
 WITHIN INCORPORATED CITY
 PROPOSED ACRES 4,480



Compiled and published by the Geological Survey
 of the U.S. by USGS, USC&GS, and USCE

Compiled in 1959 from 1:24,000 scale maps of Keller Peak
 and Redlands and Yucca 7.5 minute quadrangles
 surveyed 1953 and 1954

Topography from aerial photographs by photogrammetric methods
 and by plane-table surveys. Aerial photographs taken 1952

Projection: 1927 North American datum
 3,000 foot grids based on California coordinate system, zones 5 and 6
 1000 meter Universal Transverse Mercator grid lines
 line 11 shown in blue

Shaded tint indicates areas in which only landmark buildings are shown
 Dashed land lines indicate approximate locations
 Unchecked elevations are shown in brown

1:24,000
 SUNNYMEAD 1:24,000
 2551 1 NW

MORENO 6.2 MI. EL CASCO 3 MI.

SCALE 1:62,500

1 MILE

THIS MAP COMPLEIES WITH NATIONAL MAP ACCURACY STANDARDS
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225 OR WASHINGTON, D. C. 20242
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

UTM GRID AND 1954 MAGNETIC NORTH
 DECLINATION AT CENTER OF SHEET

QUADRA