

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STD. 3 (REV. 7/88)

CONTRACT NUMBER	AM. NO.
3CA06386	1
CONTRACTOR'S STATE I.D. NUMBER	

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	hereafter called the State, and
Director	Department of Forestry and Fire Protection	
City of Redlands		hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Stat hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The original contract entered into September 18, 1990 requires the State to provide wildland fire protection within the City of Redlands. This amendment estimates cost of service for 4,480 acres at \$6.00 per acre and an 11.13% administrative fee for a total of \$29,872 during 1991-92 fiscal year.

This contract is conditional upon appropriation and availability of funds for purposes of this contract. In the event such funds are to available in the budget act for the fiscal year concerned, or are insufficient to carry out the purpose of this contract, each party agrees to release the other from all obligations.

All other conditions of original contract remain in full force and effect.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR		
AGENCY	Forestry & Fire Protection	CONTRACTOR IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) City of Redlands		
BY (AUTHORIZED SIGNATURE)	X	BY (AUTHORIZED SIGNATURE) X 		
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING Charles G. DeMirjyn		
TITLE		ADDRESS Box 3005, Redlands, CA 92373		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	Department of General Services Use Only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	OPTIONAL USE			
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER		STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE)	FISCAL YEAR		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.S.A. NO.	S.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE		

Standard Agreement
(Side 2)

Contract No.: 3CA06386#1
Contractor : City of Redlands

1. The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractor materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.
2. The contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to contractor should contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by contractor either in whole or in part.
5. Time is of the essence of this agreement.
6. No alteration or variance of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid to the contractor, as provided herein, shall be in compensation for all contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

CITY COUNSEL
CITY OF REDLANDS
STATE OF CALIFORNIA

TUESDAY, MARCH 3, 1992, AT 3:00 P.M.

WILDLAND FIRE PROTECTION AGREEMENT

FISCAL YEAR 1991-1992

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 Larson and seconded by Councilman Milson and duly carried, it is ordered and directed that said Agreement for services identifying the cost rates beginning July 1, 1991 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.

CONTRACT FIRE PROTECTION AGREEMENT OPERATION PLAN

BETWEEN

CITY OF REDLANDS

AND

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
SAN BERNARDINO RANGER UNIT**

1. OPERATION PLAN

Between the City of Redlands (City) and the California Department of Forestry and Fire Protection (CDF), San Bernardino Ranger Unit.

2. AUTHORITY FOR OPERATION PLAN

This plan is made and entered into by the authority of the Agreement for Fire Protection of Wildlands within Incorporated City between the City of Redlands (City) and the State of California, Department of Forestry and Fire Protection (CDF), San Bernardino Ranger Unit dated September 18, 1990.

3. PURPOSE OF OPERATION PLAN

The directional guidelines and information in this plan will provide the line officers of each agency a means for execution of the Wildlands Fire Protection Agreement. The purpose of the plan is to define operating procedures and to increase the level of efficiency of fire protection on the lands for which the agencies are responsible.

4. DEFINITIONS AND DESCRIPTIONS

a. Fire Protection Responsibilities

City has the primary responsibility for the protection of life and property within the exterior boundaries of the city. Under contract with the City, CDF has the primary responsibility for the suppression of wildland fires in the area delineated on Exhibit 1, (attached). Wildland fires occasionally threaten life and personal property (e.g., structures and other improvements). Protection of life and property from wildland fire in the contract area will be the responsibility of both the City and CDF.

b. Direct Protection Area

That area, which by law or pursuant to the terms of the agreement is provided fire protection by City or CDF. For the purposes of the Agreement and this Operation Plan, direct protection responsibilities for the contract area are as follows:

- 1) City Direct Protection: All fires, except wildland, within the contract area which are not a direct threat to wildlands under contract to CDF.
- 2) CDF Direct Protection: All wildland fires within contract area.
- 3) Joint Protection Responsibility: Fires burning or threatening the direct protection responsibilities of both agencies, City and CDF. These fires will be operated under the Unified Command Concept of the Incident Command System.

c. Unified Command

A Unified Command Structure will be utilized for all incidents involving joint jurisdiction fires. One Incident Commander from City and one from CDF will mutually agree on fire suppression objectives, strategy and commitment of agency suppression resources. The Incident Commanders will establish a fixed Command Post, designate a unified ordering point, and ensure all agency specific requests are accountable to that agency. Where necessary, a Cost Share Agreement between City and CDF will be established and documented.

d. Unified Ordering Point (Exhibit 3)

In order to maximize resource allocations and eliminate duplication of orders, Incident Commanders will promptly identify a Unified Ordering Point (U.O.P.). Due to resource commitment beyond initial attack, financial tracking requirements for specialized resources (bulldozers, handcrews, aircraft) and ordering authority, CDF's Emergency Command Center (ECC) will normally be identified as the U.O.P. Rapid build-up of equipment and resources on wildland fires necessitates the prompt identification of a U.O.P. Initial Attack Incident Commanders should follow the above guidelines and establish a U.O.P anytime the initial attack forces are to be augmented with additional resources.

The supporting Dispatch Center may provide a Liaison and/or support staff, as required, to the Dispatch Center designed as the U.O.P. In any event, the U.O.P. will provide the support Dispatch Center with agency specific orders (identified by their 3-letter designator) and allow

them the opportunity to fill those requests. Should the supporting agency Dispatch Center be unable to fill all or part of that order, it will promptly be returned to the U.O.P. for filling.

e. Mutual Aid-Move Up and Station Cover Facilities:

This is the relocation of fire suppression resources from their established location to a temporary location. This plan will allow for engine company move-up and cover, consistent with the availability of resources, to temporarily vacated facilities due to emergency activity within the contract area. The ~~protecting agency or~~ND agency whose facility is being covered, is responsible for fuel, minor maintenance, subsistence and lodging at no cost to the supporting agency. Existing and future Mutual Aid Agreements may supersede this section.

5. PROTECTION ORGANIZATION (Refer to Exhibit 2 for specifics)

a. California Department of Forestry and Fire Protection

Engine Company strength varies from two to five, based on each unit's hiring plan and/or staffing pattern. Stations operate 24 hours per day, 7 days per week. The equipment listed in this plan reflects Initial Attack Forces that would normally respond in accordance with this plan. Specialized resources (aircraft, handcrews, bulldozers), as with engine companies, are subject to availability based on emergency activity. Additional resources are available throughout the CDF System.

b. City Organization

6. OPERATIONS PROCEDURES

a. Fire Reporting

CDF and City Dispatch Centers will immediately notify each other of fire burning in, or threatening the contract area. Upon report of a wildland fire within the contract area, each agency will dispatch an initial response of their own equipment based on location and fire weather. Initial dispatching information for both agencies will include command and tactical frequencies as authorized (See Exhibit 4).

b. Initial Attack

For wildland fires burning within the contract area, the first on-scene unit will assume the role of Initial Attack Incident Commander, establish Command Post and staging or reporting location and give a brief report on conditions to their Dispatch Center. All fires requiring any resource requests beyond initial attack will be run as Unified Command with CDF normally identified as the Unified Ordering Point.

If the Initial Attack Incident Commander is from the City, it is essential that the CDF ECC receive a prompt report on conditions to guide them in ordering, or cancelling aircraft and other specialized equipment.

If City's Initial Attack Forces suppress the fire prior to the arrival of CDF forces, City may cancel CDF's response and provide required fire information to CDF via telephone at the earliest opportunity (See Investigations) Both agencies may continue the response of units or personnel, if they so desire, to gather required information at the scene.

As soon as practical, the supporting agency Dispatch Center will provide the U.O.P. with a run-down of responding and committed resources.

c. Extended Attack

Extended attack fires will continue to be operated as Unified Command as long as they are burning within the contract area and CDF forces are committed to the incident.

Cost Share Agreements for agency specific orders and requests will be agreed upon and documented by the Incident Commanders. All Agency Specific Requests will be prefaced with their 3-letter identifier (BDU for CDF, _ _ _ _ for City).

d. Specialized Equipment - Aircraft, Handcrews, Dozers

Specialized Equipment Requests for use in the contract area will be approved and requested through the CDF Incident Commander.

Exception to this may be when:

- 1) Specialized equipment is dispatched by CDF as initial attack.
- 2) Initial Attack Forces (City), based on fire potential, request specialized equipment be dispatched.

City will provide technical support to map all specialized equipment hazards in the contract area. This map will be provided to CDF ECC

prior to the start of Fire Season annually and will contain as a minimum, the following:

- a) Power/transmission lines affecting aircraft use.
- b) Underground utilities, gas lines affecting bulldozer use.
- c) Environmentally sensitive or restricted areas which prohibit dozer use.
- d) Bridge locations prohibiting crossing by bulldozer/transport (Minimum load 80,000 lbs.).

e. Communications

Each agency is authorized to use the radio frequencies of the other as necessary to achieve the objectives of this plan, recognizing that responsibility for control and policing each frequency remains with the responsible agency (See Exhibit 4). CDF and City can share and utilize authorized frequencies for joint training exercises and the management of incidents. A listing of potential frequency assignments is shown in Exhibit 4.

7. FIRE PREVENTION ACTIVITIES

A. Information

1. Prevention

- (a) News releases regarding fire prevention activities common to both agencies will be coordinated.

- (b) Agency specific issues will be handled by the responsible agency.

2. Suppression

- (a) On single jurisdiction incidents, the Protecting Agency will accept the lead role for coordination and dissemination of fire information. The Supporting Agency will assist as requested.
- (b) On Unified Command Incidents, the Incident Commanders will designate a Lead Information Officer to coordinate and disseminate fire information. Each agency will become involved as necessary.

3. Red Flag Program

- (a) Because weather factors that signal Red Flag conditions affect both agencies simultaneously, they should enact measure concurrently.
- (b) City and CDF will communicate with each other when a Red Flag warning has been issued by the Weather Bureau for the purpose of reviewing existing Red Flag operational plans. When an Alert is deemed necessary, CDF will notify City and implementation procedures will be coordinated to provide for common application in dealing with the news media and public.

- (c) City and CDF will meet annually prior to June 15 to review and update Red Flag Plans as needed.

B. Enforcement

1. Enforcement of Fire Laws

City will assume primary responsibility for enforcement of fire laws within the contract area. City may request assistance from CDF for clearance inspections and issuance of citations for clearance violations. Requests from City for assistance should be made in writing to the Ranger Unit Chief, San Bernardino Ranger Unit.

2. Investigations

City and CDF have the responsibility to investigate all wildland fires occurring in the contract area. Joint investigations, with a representative from both City and CDF, will occur on all wildland fires in the contract area. In the event an investigator is not available from CDF or the City, the other agency will conduct the investigation and promptly make copies of that report available to the absent agency.

3. Burning Permits

City will be responsible for issuance of all burning permits in the contract area. City may request CDF assume this responsibility by requesting this in writing to CDF.

4. Permit Suspension

The suspension of burning permits is regulated by state law and will be coordinated by CDF. City may choose to suspend permits periodically or systematically in the contract area, but must notify CDF of such suspensions. City agrees to honor burning permit suspensions, by CDF, for the contract area and CDF will provide notice to City of all suspensions and the lifting thereof.

5. Cost Collection

Both City and CDF agree to participate jointly in third party cost collection efforts to the extent allowable by law.

8. **GENERAL PROCEDURES**

A. Periodic Review

This plan will be reviewed and updated annually by April 1st by representatives of the City and CDF.

B. Changes During Year

Each agency will submit in writing to the other any changes to the existing Operation Plan during the life of such plan as necessary.

This plan has been reviewed and is hereby approved as developed. Both CDF and City will take actions to see that this plan is implemented and adhered to.

**CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
SAN BERNARDINO RANGER UNIT**

DAVID J. DRISCOLL, UNIT CHIEF

DATE

CITY OF REDLANDS



MEL ENSLOW, FIRE CHIEF

DATE

EXHIBIT 1

CONTRACT AREA MAP

**CITY OF REDLANDS
TOTAL ACRES: 4,480**

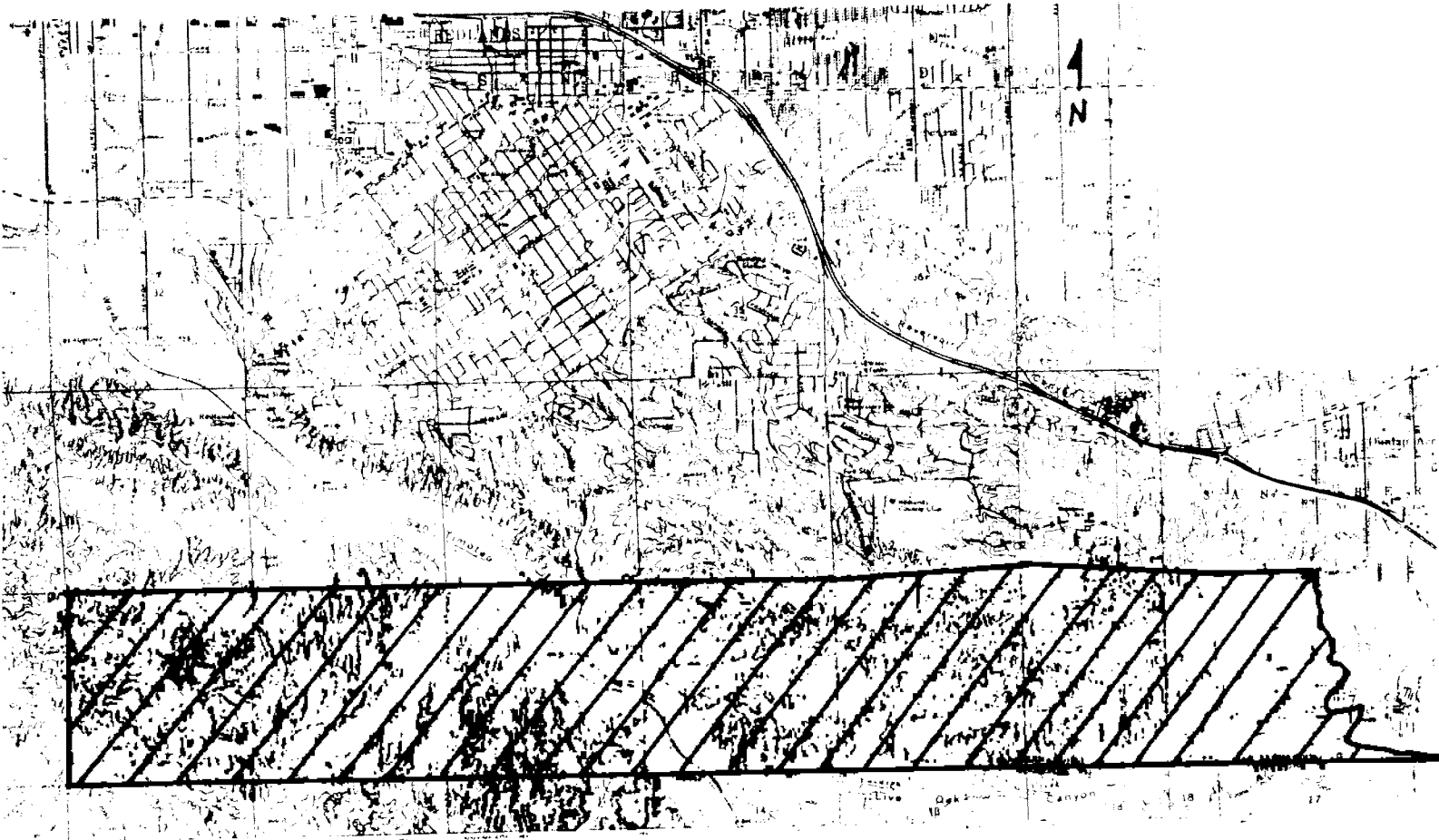


EXHIBIT 2

PROTECTION ORGANIZATIONS

I. UNIT PERSONNEL, FACILITIES AND EQUIPMENT

A. SAN BERNARDINO PERSONNEL ROSTER

LOCATION: 3800 N. SIERRA WAY
SAN BERNARDINO, CA 92405
MAILING ADDRESS: SAME
TELEPHONES: BUSINESS: (714) 881-6900
EMERGENCY: 911/1-800-992-4494
GREEN PHONE: EXTENSION 284 (RECEPTIONIST)
FAX: 881-6969

PERSONNEL/STAFF

<u>Radio #</u>	<u>Name, Title</u>	<u>Radio #</u>	<u>Name, Title</u>
3500	DAVID DRISCOLL CHIEF	3511	CANDACE GREGORY WEST VALLEY
3501	MIKE WARREN DEPUTY CHIEF	3512	GEORGE POND CENTRAL DESERT
3502	JOHN TIMMER D/C-ADMIN	3513	RAY SNODGRASS EAST VALLEY
3503	BOB BALISTRERI D/C-OPERATIONS	3514	SUNNIE FRONEK OWENS VALLEY
3504	PAUL BENSON D/C-OPERATIONS	3515	MIKE SALFEN OPER./OWENS VAL.
3505	DON ESCHER OWENS VAL. CAMP	503	TOM GREENWOOD ECC TELECOMM.
3700	FRANK VILLALOVOS PILOT ROCK CAMP	504	A.D. HILL COLO. RIVER
3840	JAN NEWMAN PRADO CAMP	505	JEFF MELLINGER SOUTH DESERT
3880	CLIFF DULCICH FENNER CAMP	506	DARRELL STRONG MTN/INSECT CNTRL
35R1	VACANT FORESTER II	507	HOWARD WRIGHT CENTRAL VALLEY
35R2	DOUG FORREST FORESTER I	508	JOHN CLARK NEEDLES
3507	PAUL MILLER B/C	509	BILL MASON WEST DESERT
3508	DAVE GOLDER TRAINING OFFICER	510	JACK CONSOL NORTH DESERT
3509	LARRY MARTINEZ ECC CHIEF	3520	HENRI BRACHAIS FPO I
		3881	DWAINE MARTIN OPERATION/FENNER

SAN BERNARDINO RANGER UNIT

STATIONS AND EQUIPMENT

VALLEY DIVISION

Stn. 1	Headquarters	3800 Sierra Way, San Bernardino
	Eng. 1 Type 1	Dozer 3540
	Eng. 1R Type 1	Dozer 3541
	Squad 1 Type 1	
Stn. 2	Devore	Stn. 12 San Antonio
	Eng. 3581 Type 3	Eng. 3586 Type 3
	Eng. 2 Type 1	Eng. 12 Type 1
	Utility 3535	
Stn. 3	East Highlands	Stn. 13 Yucaipa
	E-3 Type 1	E3583 Type 3
	E-3R Type 1	Eng. 3576 Type 3
		Eng. 13 Type 1
		Medic Squad 13
		Recon 3538
Stn. 6	Highland	Stn. 15 Angelus Oaks
	Eng. 6 Type 1	Eng. 15 Type 2
	Eng. 6A Type 1	WT 15 Type 2
		Squad 15
Stn. 7	Loma Linda	Stn. 18 Crafton Hills
	Eng. 3582 Type 3	Eng. 18 Type 1
	Utility 3537	Eng. 18A Type 2
		Squad 18
Stn. 9	Mentone	
	Eng. 9 Type 1	
	Eng. 9A Type 1	

VALLEY DIVISION . . . CONTINUED

Stn. 20 Lytle Creek

Eng. 20 Type 2
Eng. 20A Type 3

Stn. 39 Oak Glen

Eng. 39 Type 1
ATK 39 Type 4

Stn. 49 Fawnskin

Eng. 49 Type 1
Eng. 49A Type 1
WT 49 Type 2
Recon 49
Rescue 49
Boat 49

Stn. 23 Grand Terrace

E-23 Type 1
E-23A Type 1
Rescue 23
Eng. OES 218 Type 1
Eng. 3575 Type 3

Stn. 47 Chino Hills

Eng. 3577 Type 3

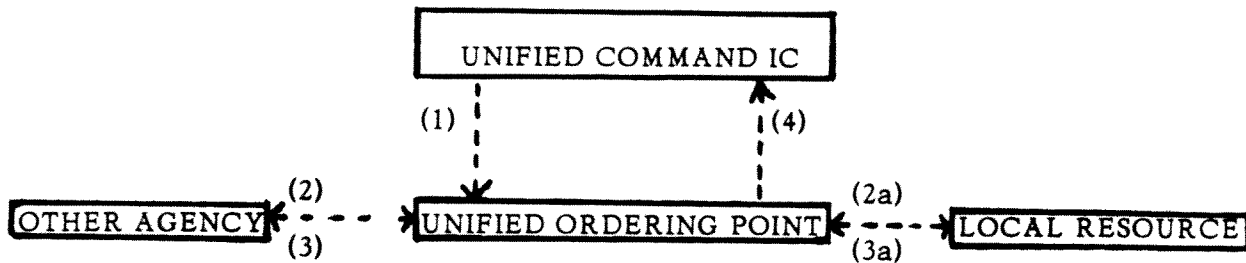
Stn. 200 Mt. Baldy

Eng. 200 Type 2
Brush 200 Type 3
WT 200 Type 1
Rescue 200
Patrol 200

EXHIBIT 3

UNIFIED ORDERING POINT (U.O.P.)

U.O.P. FLOW CHART



ALL REQUESTS AND RESOURCE INFORMATION MUST GO FROM THE INCIDENT TO THE UNIFIED ORDERING POINT.

1. The 3-letter identifier prefix with a request number (i.e., BDU Req 213) indicates financial responsibility, and also tells the U.O.P. to which agency the request will be relayed. U.O.P. records request and routes to agency identified by 3-letter designator. If that agency is unable to fill the request, the request is given back to the U.O.P. At this point, U.O.P has the opportunity to fill the request.

Example: Unified Command Incident with CDF (BDU) and Loma Linda City (LOM) City IC wants 5 Type 2 Engines for structure protection specifically for City. The request is made to the U.O.P. (CDF ECC) as follows:

"On LOM Request 1, five Type 2 Engines to Orange Staging". The U.O.P. documents the request and forwards it to Comm Center as an agency specific request. If Comm Center is unable to fill, the request is given back to the U.O.P. for them to fill.

EXHIBIT 4
COMMUNICATIONS

CDF
SAN BERNARDINO RANGER UNIT (San Bernardino; ECC)

	<u>Rx</u>	<u>Tx</u>	<u>CTCSS</u>	<u>COMMENTS</u>
LOCAL WEST	151.445	159.390	123.0	Command - Primary (Valley)
CDF Net 1	151.355	159.300	123.0	Command - Secondary
CDF Net 2	151.265	159.330	123.0	Command - Secondary
				Tactical - Secondary
Tac 16	151.250	159.405	-	Tactical - Primary
RO III Admin	151.340	159.345	123.0	Support - Primary
CDF Air-to-Ground	151.220	151.220	-	Air-Ground - Primary
Local East	151.325	159.315		Command - Primary (Desert)
Tac 77	159.375	159.375	-	
S.B. County Red	154.325			
OES White 1	154.280			
WHITE 3	15			
BROWN	153.830	153.830		
GREEN	154.190	154.190		COMMAND - PRIMARY (CITY)

*NOTE: The above frequencies require authorization for use.

CITY OF REDLANDS, (Comm Center)