

RESOLUTION NO. 6841

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
DELEGATING THE AUTHORITY FOR THE APPROVAL AND EXECUTION
OF FIRE TRAINING AGREEMENTS TO THE CITY MANAGER OR TO THE
MANAGER'S AUTHORIZED DESIGNEE**

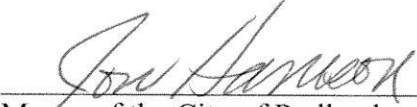
BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council hereby delegates the approval and execution of Fire Training Agreements, substantially in the form attached hereto as Exhibit "A," to the City Manager, or to the City Manager's authorized designee.

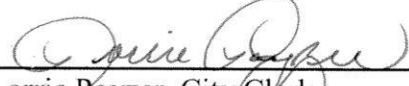
Section 2. Pursuant to section 15061 of the State CEQA Guidelines, the City Council hereby determines that the adoption of this resolution is exempt from environmental review and CEQA because it can be seen with certainty based upon the testimony of staff that there is no possibility that the adoption of this resolution, which delegates approval and signature authority for certain specified fire training agreements, may have a significant effect upon the environment.

ADOPTED, SIGNED AND APPROVED this 7th day of July, 2009.

ATTEST:



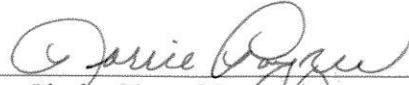
Mayor of the City of Redlands



Lorrie Poyzer, City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 7th day of July, 2009, by the following vote:

AYES: Councilmembers Gilbreath, Gallagher, Aguilar, Bean; Mayor Harrison
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk, City of Redlands

EXHIBIT "A"

AGREEMENT FOR ENTRY UPON PROPERTY AND RELEASE FOR USE OF PROPERTY AS A TRAINING SITE

This agreement for entry upon property ("Agreement") is made and entered into this ____ day of ____, 20__, by and between the City of Redlands, a municipal corporation ("City"), and ____ ("Owner"), who are sometimes individually referred to herein as a Party and, together, as the "Parties."

RECITALS

A. Owner is the fee owner of certain real property known as the _____ located in Redlands, California (the "Property") bearing Assessor Parcel Number _____.

B. City desires to conduct certain Fire Department training exercises on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and _____ agree as follows:

AGREEMENT

1. License. Owner hereby grants to City and its employees a license to enter upon the Property for the sole purpose of conducting live fire and/or manipulative training (collectively, the "Training"). City shall provide ten (10) days prior notice to Owner as to the specific dates its Fire Department desires to conduct the Training and, following such notice to Owner, Owner and City shall use their good faith efforts to agree upon mutually acceptable dates for the Training.

2. Term. The term of this Agreement shall commence on _____, 2009 and end on _____, 2009.

3. Authorization. City shall secure all authorizations and permits required to conduct the Training and will comply with all applicable federal, state, regional and local laws, ordinances and regulations.

4. No Warranty. It is expressly understood and agreed that City enters the Property in its "as is" condition, and that Owner makes no representation, warranty or promise that the Property is fit for any particular use for which this Agreement was entered into, and City has not relied on any such representation, warranty or promise.

5. Fee. City shall not be required to pay any compensation to Owner for this Agreement or to conduct the Training.

6. Assignment. This Agreement is for the sole benefit of City and shall not be assigned or transferred. Any attempt to do so may cause this Agreement to be terminated at Owner's discretion.

7. Termination. This Agreement may be terminated immediately in the sole discretion of Owner, and City agrees to peaceably surrender its License under this Agreement upon demand by Owner or its authorized representative.

8. Restrictions. City shall not engage in, or permit any other person or entity to engage in, any activity on the Property that violates any federal, state or local law, rule or regulation pertaining to hazardous, toxic or infectious materials and/or waste ("Hazardous Materials"). City hereby represents, warrants and covenants that City will not produce, use, store or generate any Hazardous Materials on the Property.

9. Indemnity. City shall defend, indemnify and hold harmless Owner, and its officers, employees and agents from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from the breach of this Agreement by City, or from any negligent or wrongful act or omission of City in performing or, failing to perform, its obligations under this Agreement.

Owner shall defend, indemnify and hold harmless City and its elected officials, officers, employees and agents from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent or wrongful act or omission of Owner in performing its obligations under this Agreement.

10. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties and supersedes any and all prior oral or written agreements between the Parties relating to the subject matter hereof. No other agreement, statement or promise made by the Parties or to any employee, officer or agent of the Parties shall be binding, except a subsequent amendment to this Agreement, in writing, executed by the Parties. All obligations of Owner and City under this Agreement shall be joint and several.

11. Attorneys' Fees and Costs. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

12. Amendment. Any amendment to this Agreement shall be in writing and executed by the Parties.

13. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first-above written.

CITY OF REDLANDS

City Manager

ATTEST:

City Clerk

[PROPERTY OWNER]

By: