

STATE OF CALIFORNIA

**COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT**

AGREEMENT NUMBER 3CA77073

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR'S NAME

City of Redlands

2. The term of this Agreement is: 7/1/09 through 6/30/10

3. The maximum amount of this Agreement is: \$ 68,546.29
Sixty eight thousand five hundred forty six and twenty nine cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|-----------|
| Exhibit A – Scope of Work | Pages |
| Exhibit B – Budget Detail and Payment Provisions | Pages |
| Exhibit C* – General Terms and Conditions | GTC (307) |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | Pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | () pages |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Redlands

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Pat Gilbreath, Mayor

ADDRESS

P.O. Box 3005

Redlands, CA 92373

STATE OF CALIFORNIA

AGENCY NAME

CAL FIRE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Loren Snell, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS

1416 Ninth Street, Sacramento, CA 94244-2460

Exempt per:

EXHIBIT A

**COOPERATIVE FIRE PROGRAMS
 AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA**

1. The project representatives during the term of this agreement will be:

| | |
|--|----------------------|
| Department of Forestry and Fire Protection Unit Chief: | Local Agency: |
| Name:Doug McKain | Name:Jeff Frazier |
| Phone:(909) 881-6900 | Phone:(909) 798-7600 |
| Fax:(909) 881-6969 | Fax:(909) 798-7602 |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

| | |
|---|---|
| Department of Forestry and Fire Protection Unit Chief:Doug McKain | Local Agency:City of Redlands |
| Section/Unit:San Bernardino | Section/Unit:City of Redlands |
| Attention:Doug Mckain | Attention:Jeff Frazier |
| Address:3800 N. Sierra Way San Bernardino, CA 92405 | Address:P.O. Box 3005 Redlands, CA 92373 |
| Phone:(909) 881-6900 | Phone:(909) 798-7600 |
| Fax:(909) 881-6969 | Fax:(909) 798-7602 |

Send an additional copy of all correspondence to:

| |
|---|
| Department of Forestry and Fire Protection |
| Cooperative Fire Services |
| P.O. Box 944246 |
| Sacramento, CA 94244-2460 |

2. AUTHORIZATION

This agreement is entered into this 1st day of July,2009, by and between the State of California, hereinafter called STATE and City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection. Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this agreement.

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.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 3,218 acres of land as indicated on the map attached hereto and marked Exhibit E, Attachment 1, and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. 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.
- C. 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. ADMINISTRATION

- A. 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.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

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.

7. ENTIRE AGREEMENT

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 19.19 per acre, plus an 11% administrative charge for a total of \$68,546.29 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.
- B. STATE shall provide thirty (30) day 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 obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

Contract Name:City of Redlands

Contract Number:3CA77073

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

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.

2. Audit

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 State Auditor General 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. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding

3. Operating Plan

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 E, Attachment 4". If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

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.

5. Modification

This agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

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.

EXHIBIT E
ADDITIONAL PROVISIONS

ATTACHMENTS

- Budget Plan
 - Topographic Map
 - Narrative/Operating Plan
 - Annual Report
-

The additional documentation listed below is required by CDF.

- 1) CDF Review Certification Form (signatures)
- 2) Routing Checklist
- 3) Local Agency's Governing Board Resolution or Minutes (provide 2 copies)
- 4) Budget Plan (provide 4 extra copies)

EXHIBIT E, SCHEDULE A

**FISCAL DISPLAY
PRC 4142**

NAME OF LOCAL AGENCY City of Redlands

Index 3500

PCA 39002

This is Attachment A of Cooperative Agreement originally dated July 1, 2009, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

Original

Amendment for Fiscal Year 2009

| | |
|-------------------------------|---------|
| Number of Acres | 3218 |
| Agreement Rate per Acre | \$19.19 |
| General Fund Revenue per Acre | \$ 5.74 |
| Ranger Unit Budget per Acre | \$13.45 |
| Administrative Charge | 11.00% |

| | | | |
|----------------------|------------|-------------------------|-------------|
| GENERAL FUND REVENUE | 3218 Acres | \$5.74 Revenue per Acre | \$18,471.32 |
|----------------------|------------|-------------------------|-------------|

| | | | |
|--------------------|------------|--------------------------|-------------|
| RANGER UNIT BUDGET | 3218 Acres | \$13.465 Budget per Acre | \$43,282.10 |
|--------------------|------------|--------------------------|-------------|

GENERAL/RANGER UNIT FUND REVENUE

| | |
|----------|--------------|
| Subtotal | \$ 61,753.42 |
|----------|--------------|

| | |
|--------------------------------|-------------|
| Administrative Charge – 11.00% | \$ 6,792.87 |
|--------------------------------|-------------|

| | |
|-------------|--------------|
| Grand Total | \$ 68,546.29 |
|-------------|--------------|