

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



April 22, 2020

Todd Parton
City of Beaumont
550 East 6th Street
Beaumont, Ca. 92223

Dear Mr. Parton,

Enclosed is the new contract for the Wildland Agreement for fiscal year 2020/2021.

The following items are needed to complete the new contract:

- 1) Sign all five copies of the amendment.
- 2) Include Two Original Signed Board Resolutions accepting the Agreement for FY 20/21.
- 3) Return to CAL FIRE / Riverside County Fire Attention: Chief Scott Lane.

If you have any questions please feel free to contact Scott Lane
951-940-6903.

Shawn C. Newman
Unit Chief


By: Scott Lane
Battalion Chief

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 01/2017

| | |
|----------------------|-----------------|
| AGREEMENT NUMBER | 3CA04805 |
| REGISTRATION NUMBER: | |

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

STATE AGENCY'S NAME
 California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
 City of Beaumont

2. The term of this Agreement is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$ 43,338.12

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 – Includes page 2 (contact page) in count for Exhibit A | 2 pages |
| Exhibit B – Budget Detail and Payment Provisions | 2 pages |
| Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017 | 0 pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement) | 1 pages |
| Exhibit E – Additional Provisions | 11 pages |

**Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>*

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
 City of Beaumont

BY (Authorized Signature)


DATE SIGNED(Do not type)


PRINTED NAME AND TITLE OF PERSON SIGNING
 Todd Parton - City Manager

ADDRESS
 550 East 6th St. Beaumont, CA 92223

California Department of General Services Use Only

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Forestry and Fire Protection

BY (Authorized Signature)


DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

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:

| | | | |
|----------------------|-----------------|---------------|------------------|
| CAL FIRE Unit Chief: | Riverside Unit | Local Agency: | City of Beaumont |
| Name: | Shawn C. Newman | Name: | Todd Parton |
| Phone: | 951-940-6900 | Phone: | 951-769-8520 |
| Fax: | 951-940-6910 | Fax: | 951-769-8526 |

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

| | | | |
|----------------------|--|---------------|--|
| CAL FIRE Unit Chief: | Shawn C. Newman | Local Agency: | City of Beaumont |
| Section/Unit: | Riverside Unit | Section/Unit: | City Manager |
| Attention: | Scott Lane | Attention: | Todd Parton |
| Address: | 210 W. San Jacinto St. Perris, CA 92570 | Address: | 550 East 6 th St. Beaumont, CA 92223 |
| Phone: | 951-940-6900 | Phone: | 951-769-8526 |
| Fax: | 951-940-6910 | Fax: | 951-769-8526 |

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2020, by and between the State of California, hereinafter called STATE and City of Beaumont, County of Riverside, 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 (CAL FIRE). 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 1173 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

Contractor Name: City of Beaumont

Contract No: **3CA04805**

- 3 -

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, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$32.85 per acre, plus an 12.47% administrative charge for a total of \$43,338.12 upon presentation of an invoice by STATE. The rate per acre and administrative charge 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 assessed 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.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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 written receipt of 30 day 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 after Exhibit E. 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 by LOCAL AGENCY to terminate 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

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

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

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39016

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Beaumont A LOCAL AGENCY
FOR THE 2020/2021 FISCAL YEAR

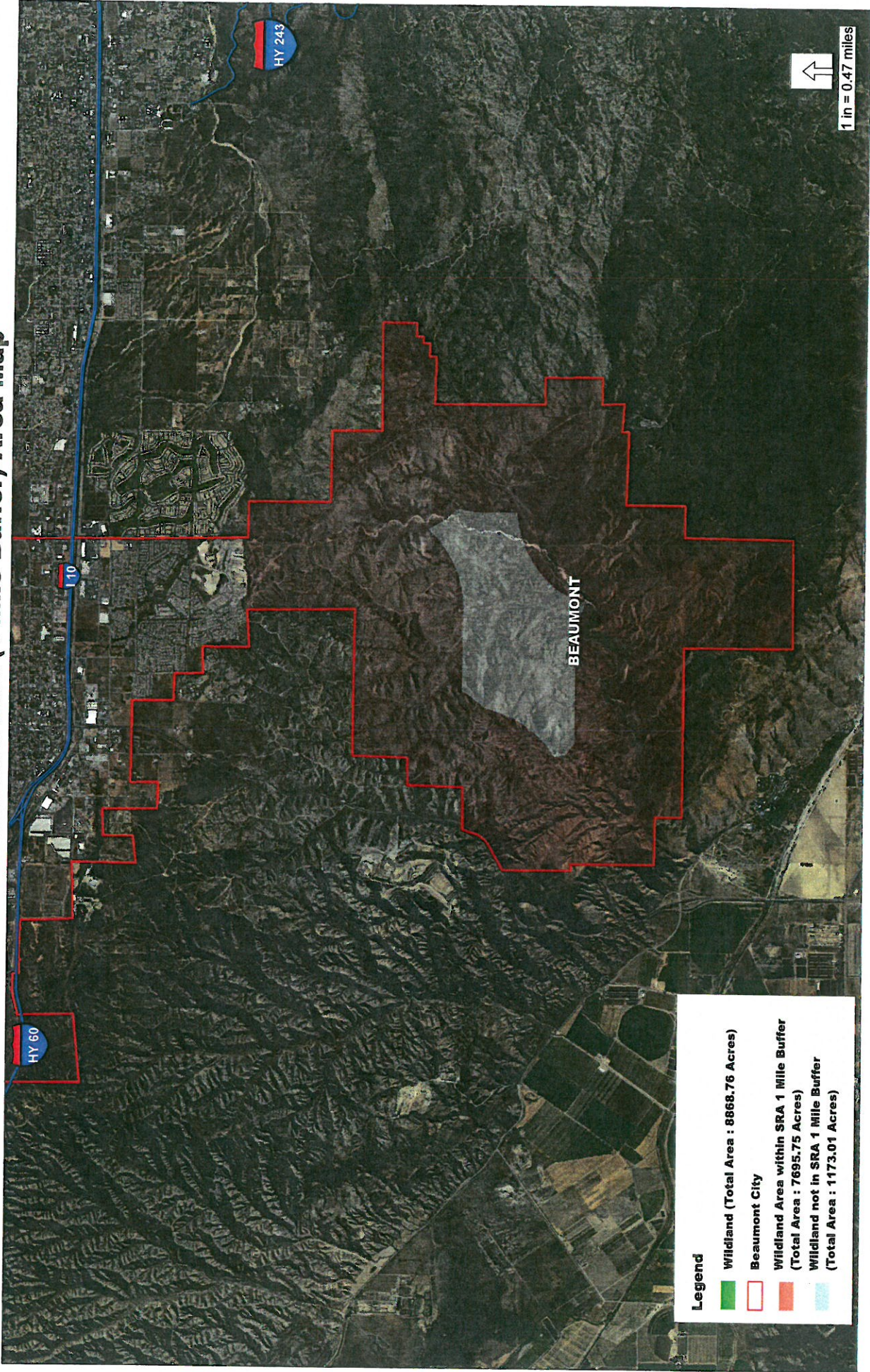
AGREEMENT COST CALCULATIONS:

Number of Acres 1173

| | | |
|------------------------------|----------|---------------------|
| General Fund Reimbursement | \$ 12.30 | \$ 14,427.90 |
| Unit Budget | \$ 20.55 | \$ 24,105.15 |
| Sub-Total | | \$ 38,533.05 |
| Admin Rate | 12.47% | \$ 4,805.07 |
| Total Protection Cost | | \$ 43,338.12 |

Comments Section:

Beaumont Wildland and SRA (1 Mile Buffer) Area Map



| Legend | |
|---|---|
|  | Wildland (Total Area : 8868.76 Acres) |
|  | Beaumont City |
|  | Wildland Area within SRA 1 Mile Buffer (Total Area : 7695.75 Acres) |
|  | Wildland not in SRA 1 Mile Buffer (Total Area : 1173.01 Acres) |



Wildland Operating Plan
Between
The City of Beaumont
and
CAL FIRE/Riverside Unit.

OPERATING PLAN

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OPERATING PLAN

1. OVERVIEW

This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Beaumont, Beaumont Fire Department, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY

The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2018.

3. PURPOSE

This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit E with appendices E-1 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

- A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.
- B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

- C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices E-1. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.
- D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.
- E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1.
- F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.
- G. Fire Information: Unified Command-
1. Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.
 2. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.
 3. The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.

- H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which may affect the other agency.

7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.
2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of CITY, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.
3. Hazard Reduction Inspections
 - a. Home Inspection – CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.
 - b. Power line Inspections – CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreational use.
2. Increased residential and commercial development.
3. Increased utilization of vacation residences.
4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education
 - a. School programs, ages K-12
 - b. Roadside sign program
 - c. Timely newspaper articles concerning fire awareness
 - d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement
 - a. Active PRC 4291 home inspection program in target areas.
 - b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.
2. Forest practice inspections.
3. Fuel modification using mechanized systems, fire crews, and local resources.
4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.
2. PLAN objectives are being met.
3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry
& Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

FOR CITY:

City of Beaumont
550 East 6th Street
Beaumont CA. 92223

Shawn C. Newman, Unit Chief

Todd Parton, City Manager

**STANDARD RESPONSE PLAN FOR VEGETATION FIRES
CALFIRE RRU AND CITY OF BEAUMONT**

E-1

| CALFIRE WPA VEGETATION RESPONSE | BC | E | AA | AT | COP | DOZ | CREW | WT |
|---|----|-----|----|----|-----|-----|------|----|
| LOW | 1 | 3 | | | | | | |
| MED | 2 | 5% | 1 | 2 | 1 | 2 | 2 | 1 |
| HIGH | 2 | 10% | 1 | 2 | 1 | 2 | 4 | 1 |
| CITY OF BEAUMONT VEGETATION RESPONSE | | | | | | | | |
| LOW | 1 | 3 | | | | | | |
| MED | 1 | 3 | | | | | | |
| HIGH | 1 | 3 | | | | | | |

% ~ MUST include 3 type 3 engines on a MED and 4 type 3 engines on a HIGH