

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 7CA02386
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Forestry and Fire Protection

CONTRACTOR'S NAME

Department of Parks and Recreation

2. The term of this Agreement is: **Upon Approval** through **June 30, 2019**

3. The maximum amount of this Agreement is: **\$500,000.00**
Five Hundred Thousand Dollars and No 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	1 page(s)
Attachment 1 – Detailed Scope of Work	5 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GIA 610
Exhibit D – Special Terms and Conditions	1 page(s)

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 www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

Department of Parks and Recreation

BY (Authorized Signature)

Helen E. Carriker

DATE SIGNED(Do not type)

6-30-14

PRINTED NAME AND TITLE OF PERSON SIGNING

Helen Carriker, Deputy Director of Administrative Services

ADDRESS

P.O. Box 942896, Sacramento, CA 94296

STATE OF CALIFORNIA

AGENCY NAME

Department of Forestry and Fire Protection

BY (Authorized Signature)

Clare Frank

DATE SIGNED(Do not type)

7-7-14

PRINTED NAME AND TITLE OF PERSON SIGNING

Clare Frank, Deputy Director, Fire Protection

ADDRESS

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

California Department of General
 Services Use Only

D.G.S. APPROVAL
 NOT REQUIRED

Exempt per: _____

**EXHIBIT A
 (Interagency Agreement)**

SCOPE OF WORK

This Agreement concerning wildland fire protection is entered into between the Department of Forestry and Fire Protection (CAL FIRE) and the Department of Parks and Recreation (DPR), pursuant to the provisions of California Public Resources Code §4101 et seq. and Gov. Code §11256.

1. To the extent DPR is able; DPR shall prepare a wildfire management plan for each park unit that contains significant unmodified native or naturalized wildland vegetation capable of propagating a fire. Fire prevention, pre-suppression, modified fire suppression, and post-fire rehabilitation activities shall be identified in the plan.
2. CAL FIRE shall respond to all wildland fires on or threatening DPR lands located within areas classified as a CAL FIRE Direct Protection Area (DPA).

A. Contract Representatives during the term of this Agreement are as follows:

State Agency: Department of Forestry and Fire Protection	Contractor: Department of Parks and Recreation
Name: Dan Sendek, Staff Chief Cooperative Fire	Name: Stephen Bakken, Forester II
Phone: 916-653-5585	Phone: 916-654-9334
Fax: 916-653-9708	Fax: 916-657-3355
Email: daniel.sendek@fire.ca.gov	Email: Stephen.Bakken@parks.ca.gov

Direct all inquiries to:

State Agency: Department of Forestry and Fire Protection
Section/Unit: Business Services – Acquisition Unit
Attention: Janel M. Lovato
Address: P.O. Box 944246 Sacramento, CA 94244-2460
Phone: 916-324-7125
Fax: 916-323-1888
Email: Janel.Lovato@fire.ca.gov

**EXHIBIT A
(Interagency Agreement)
Attachment 1
Detailed Scope of Work**

B. Definitions

1. **Agent** – a local or federal fire protection agency that assumes responsibility for fire protection in a State Responsibility Area through an agreement with CAL FIRE.
2. **Agency Representative** - an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation in the response to the incident. Agency Representatives report to the Incident Liaison Officer.
3. **Direct Protection Area (DPA)** – the area where a fire protection agency has assumed the responsibility of maintaining a wildland fire protection system, whether by statutory jurisdiction or by agreement with the agency having statutory jurisdiction for fire protection of the area. DPA's are delineated on maps filed in the offices of each of the agencies.
4. **Fire Protection** - all activities related to prevention, pre-suppression, suppression and investigation of wildland fires.
5. **Fire Suppression Damage** – damage to improvements (e.g. fences, road surfaces, facilities, etc.) or cultural or historical features, or damage to natural resources (e.g. soil disturbance), that has been directly caused by fire suppression activity. Does not include damage caused by fire alone.
6. **Mutual Aid** – an agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and combat any type of disaster or emergency.
7. **State Responsibility Area** – an area of the State where the financial responsibility of preventing and suppressing fires has been determined by the Board of Forestry and Fire Protection to be primarily the responsibility of the state.
8. **Environmental Technical Specialist or Resource Advisor** – is responsible for identifying and evaluating potential impacts and benefits of fire operations on natural and cultural resources. This position anticipates impacts on resources, communicates requirements of resource protection to the incident commander or incident management team, ensures that planned mitigation measures are carried out effectively; and provides input in the development of short- and long-term natural and cultural resource rehabilitation plans.
9. **Park Facilities Technical Specialist** – is responsible for maintaining existing DPR facilities in good working order.

C. Background

1. DPR has statutory control of the California Recreational Trail System, the State Vehicular Recreational Area and Trail System, and the State Park System, in addition to lands DPR manages for Federal agencies as part of the State Park System, herein after referred to collectively as DPR lands, pursuant to Public Resources Code §5001 et seq.
2. DPR has a desire and need to protect visitors, facilities, and DPR natural and cultural resources from wildland fires through fire protection and adherence to State forest and fire laws.
3. CAL FIRE has a statutory responsibility for providing fire prevention in State Responsibility Areas pursuant to Public Resources Code § 4125, 4126 and 4127.
4. CAL FIRE responds to emergency medical aid requests, structure fires, hazardous material spills, and other emergency incidents within its jurisdiction on a mutual aid basis.

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D. Responsibilities

1. To the extent DPR is able, DPR shall prepare a wildfire management plan for each park unit that contains significant unmodified native or naturalized wildland vegetation capable of propagating a fire. Fire prevention, pre-suppression, modified fire suppression, and post-fire rehabilitation activities shall be identified in the plan. The plans shall identify suitable locations, if any, for bases, camps, staging areas, helibases, and heliports. The plan shall identify all fire control features and water sources within the park unit. Each plan shall delineate on maps special management areas that contain sensitive geological, ecological, historical and archaeological values of importance to DPR management. Any park unit wildfire management plan that is approved by both DPR and the appropriate fire protection agency shall hereinafter be referred to as the Local Operating Plan.
2. CAL FIRE shall respond to all wildland fires on or threatening DPR lands located within areas classified as a CAL FIRE DPA.
3. CAL FIRE shall contract to have an Agent respond to all wildland fires on or threatening DPR lands in State Responsibility Areas that are not classified as a CAL FIRE DPA. All such contracts with an Agent shall be consistent with the terms of this agreement. Any existing CAL FIRE contracts with Agents for fire protection on DPR lands shall be modified, to the extent necessary, to be consistent with the terms of this agreement.
4. The CAL FIRE Agent responsible for wildland fire suppression on DPR-owned lands located within Federal DPAs will be either, the U.S. Forest Service, the National Park Service, or the U.S. Bureau of Land Management, through separate Agreements between CAL FIRE and the respective federal agencies to ensure protection and response to these DPAs.
5. The CAL FIRE Agent for wildland fire suppression on DPR lands located in State Responsibility Areas within Kern, Los Angeles, Marin, Orange, Santa Barbara, and Ventura Counties, will be said County through fire protection contracts between the County and CAL FIRE.
6. Upon request, CAL FIRE will provide DPR with copies of all agreements between CAL FIRE and its Agents regarding fire protection on DPR lands.
7. DPR shall notify CAL FIRE or its Agent of any uncontrolled fires, as defined under Public Resources Code §4104, that are burning or threatening lands covered under this Agreement when DPR is or becomes aware of said fires.
8. CAL FIRE, its Agents and DPR shall manage emergencies using the Incident Command System (ICS) and the Standardized Emergency Management System (SEMS) as prescribed by law and the California Office of Emergency Services (CAL OES).
9. CAL FIRE or its Agent shall follow the Local Operating Plan to the extent practicable and reasonable under the circumstances.
10. CAL FIRE or its Agents shall immediately notify DPR of any rapidly spreading fire that escapes initial attack and may threaten DPR property.
11. Upon request, CAL FIRE shall supply to DPR, electronic links to where the latest State Responsibility Area and DPA GIS layer data is located.

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E. Incident Command System (ICS)/ Standardized Emergency Management Systems (SEMS)

1. If DPR employees are the first to arrive at the scene of a fire on or threatening DPR lands, the DPR employee with the highest level of Incident Command System (ICS) training shall act as Incident Commander until relieved by the first CAL FIRE, Agent, or mutual aid fire agency to arrive at the scene.
2. Primary responsibilities of DPR personnel concern life and safety and consist of the following:
 - a) Protection and evacuation of visitors, concessionaires, DPR employees and their dependents from threatened areas
 - b) Closure of fire-involved areas to the public
 - c) Law enforcement
 - d) Protection of park facilities and resources (natural and cultural)
 - e) Initial attack (see #3 below)
3. DPR shall take initial attack action to the extent possible within the limits of its training, expertise, equipment, and available personnel on all uncontrolled fires burning on or threatening DPR lands prior to the arrival of fire protection personnel at such fires.
4. CAL FIRE or its Agent shall respond to all wildland and other fires burning on or threatening DPR lands within its DPA, and through its assigned Incident Commander, shall assume full control of fire suppression activities immediately upon arrival at the fire and shall remain in command until such fire is controlled.
5. For any fire burning on or threatening DPR lands, the DPR District Superintendent, or his/her designee, shall assign a DPR Agency Representative and one or more DPR Technical Specialist/Resource Advisor(s), and will be a partner to information and the decision making process relevant to protecting State Park units. The designated DPR personnel will provide guidance to the Incident Command regarding wildfire management plan objectives for public safety and the protection of property and sensitive resources.
6. For any fire that is not on or not threatening DPR lands, DPR may provide a ICS-Agency Representative if requested by CAL FIRE or Agent Incident Commander, local government, or CAL OES via a request for mutual aid. DPR shall be issued a CAL FIRE incident and request number at that time.

Example: DPR peace officers providing security services at the Incident Command Post
7. To the extent he or she determines to be advisable, the DPR Agency Representative, in coordination with the CAL FIRE or Agent Incident Commander, local government, or CAL OES, will provide appropriate DPR personnel, equipment, facilities, and services as incident support resources using ICS protocol.
8. On those DPR lands located outside of the DPA of CAL FIRE or its Agent, and having other jurisdictional fire department services available, CAL FIRE or its Agent shall assist, to the extent it is able, in the suppression of uncontrolled fires when so requested directly by the other jurisdictional fire department. Response shall be through use of an existing Mutual Aid Agreement or Plan or through a request from the CAL OES.
9. To the extent he or she determines to be advisable, a DPR Agency Representative will assign a DPR Facilities Technical Specialist to the Incident Logistics Section when a DPR facility is utilized to support an incident. The DPR Facilities Technical Specialist shall be issued an Incident and Request Number if the incident is not on or threatening DPR lands.

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(Interagency Agreement)
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F. Modified Fire Suppression

1. CAL FIRE or its Agent shall use modified fire suppression techniques on DPR lands where possible and appropriate. Modified fire suppression techniques may include, but are not limited to (a) confinement of uncontrolled fire to predetermined boundaries such as roads, trails, rocky areas, and live streams, (b) containment by the placement of control lines outside of special management areas, (c) minimizing mineral soil disturbance, and (d) minimizing tree felling.
2. All fire suppression strategies must be reasonable and should be specified in the Local Operating Plan.
3. Every effort shall be made by CAL FIRE, its Agents, and DPR to ensure that fire suppression decisions are based on mutual agreement, but the final decision to modify suppression action shall be determined by the CAL FIRE or Agent Incident Commander. The decision shall be based on the probability of threat to life, property, or natural, cultural or historical features; the availability of fire protection agency fire fighting resources; and the magnitude of fire expansion.

G. Post-Fire Rehabilitation

1. CAL FIRE or its Agent shall mitigate potential soil erosion caused by fire suppression damage on DPR lands. Primary mitigation should generally occur prior to release of fire personnel and equipment; however, if not possible, primary mitigation shall be rescheduled for continuation should additional measures need to be put into place. Mitigation shall be to the extent necessary to return the area to its functional condition before it was damaged.
2. Mitigation methods shall be described in the Local Operating Plan. Proposed mitigation methods not described in the Local Operating Plan shall require the approval of the appropriate DPR District Superintendent.
3. Specific mitigation tasks shall be identified in the CAL FIRE or Agent incident rehabilitation plan, if prepared.

H. Miscellaneous

1. Each year prior to fire season, the appropriate District Superintendent (DPR) and Unit Chief (CAL FIRE) or Agent representatives shall meet to discuss, update, and approve any changes in each Local Operating Plan. Each Local Operating Plan shall remain in effect until proposed amendments are approved by all appropriate agencies.
2. To the extent it is able, CAL FIRE or its Agent may respond to DPR requests for training in techniques of fire prevention, fire suppression, and related activities.
3. No later than sixty (60) days following the occurrence of wildland fire on DPR lands, CAL FIRE or its Agent will provide a completed copy of its fire report to the DPR District Superintendent.
4. CAL FIRE may construct fire defense projects (e.g. fuel modification, water supply, access roads) on DPR lands to meet fire protection needs, if the projects are consistent with DPR policies and approved by DPR. All such projects and associated activities, including modification of the projects, shall require authorization by the DPR District Superintendent and the DPR Chief, Natural Resources Division, in writing prior to starting any construction or activity. CAL FIRE shall prepare and submit supporting documents as determined by DPR to be necessary for DPR to process all required environmental and regulatory permitting and authorizations for the projects. Such supporting documents shall include, but are not limited to, a complete and detailed project description and justification. DPR shall make good faith efforts to process any approvals and/or permits necessary to carry out the projects. As a condition of being approved by DPR, each project shall include a plan for the ongoing maintenance of the project.

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(Interagency Agreement)
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I. Amendment

This Agreement may be modified upon written mutual agreement of CAL FIRE and DPR.

J. Termination for Cause

CAL FIRE or DPR may terminate this Agreement upon thirty (30) days written notice to the other. Cancellation of this Agreement shall not affect CAL FIRE's obligation to fulfill its fire protection responsibilities prescribed by law.

In the event of termination, CAL FIRE shall pay DPR for all cost and obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Financing

1. CAL FIRE will finance all costs of suppressing wildland fires on all DPR lands in a State Responsibility Area. Such costs will originate at the direction/approval of CAL FIRE or its Agent through the assigned Incident Commander.
2. No reimbursement shall be made to DPR by CAL FIRE or its Agent for fire suppression action taken by DPR to protect DPR resources from fire or to suppress a fire burning on DPR lands. Nothing in this agreement precludes respective agencies from seeking appropriate Federal Emergency Management Agency (FEMA), CAL OES, Homeland Security or other related reimbursement costs and to work cooperatively, where possible and efficient, to secure reimbursement.
3. CAL FIRE or its Agent shall reimburse DPR when DPR employees or equipment are tasked (with incident and request number) by the Incident Commander, with the concurrence of DPR, for incident support activities off DPR lands or on fires directly threatening DPR lands. All such assistance shall be reimbursed on an Assistance for Hire basis at current DPR employee rates.
4. DPR shall remain fiscally responsible for all costs related to DPR lands, such as including loss of revenue, loss of property value due to vegetation burned, temporary loss of parking space, or road access, etc.
5. When DPR is requested by CAL FIRE or its Agent to assist (with incident and request number) on DPR lands, and DPR is not performing its primary mission, CAL FIRE or its Agent will reimburse DPR for all labor, equipment, and material costs incurred by DPR in providing support assistance to CAL FIRE or its Agent, except for the costs of work performed by DPR to suppress fires that are caused by DPR. All such costs will be calculated in accordance with SAM 8752 and 8752.1. Examples include:
 1. DPR boat and operator tasked by Incident Commander to transport fire crews to the fire.
 2. DPR water tender and operator tasked by Incident Commander to support fire fighting engine crews.

B. Invoicing

Total Yearly Contract Amount not to exceed \$100,000.00.

1. Invoices to CAL FIRE shall include the Agreement number and incident and request number. Invoices shall be submitted in triplicate to the following:

CA Department of Forestry and Fire Protection
Accounting Office – Attention: Accounts Payable
P. O. Box 944246, Room 1550-51
Sacramento CA 94244-2460
2. CAL FIRE and DPR Natural Resource Division Contract Analyst should review billing documents to resolve differences before invoices are mailed.
3. Invoices to CAL FIRE should be submitted within 150 days following the release of the DPR resource by CAL FIRE.

**EXHIBIT B
(Interagency Agreement)**

C. Payment

1. Notwithstanding the provisions in Exhibit B. A-4, the costs for this agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
2. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

D. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

E. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period.

**EXHIBIT D
(Interagency Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Confidentiality

- A. All data and information related to CAL FIRE operations, which are designated confidential by CAL FIRE or developed by the Contractor and deemed confidential by CAL FIRE, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CAL FIRE paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors shall immediately notify the Contract Manager of any request from a third party for disclosure of any information relating to this agreement, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless the Contract Manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

2. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CAL FIRE.

3. Right to Terminate (SCM 7.85)

Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this Interagency Agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

4. Non-Binding Clause

Nothing in this agreement will be construed as affecting the authorities of the parties or binding beyond their respective authorities.