

CAL FIRE FILE NO.

(Sacramento Use Only)

INCIDENT NUMBER: CA-BDF-012520

INCIDENT NAME: Line Incident

LESSOR NAME: Yucaipa Regional Park

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the San Bernardino Unit of the California Department of Forestry and Fire Protection for use as Incident Command Post and Base Camp.

1. DESCRIPTION OF FACILITIES:

Yucaipa Regional Park located at 33900 Oak Glen Rd, Yucaipa CA 92399

Approximately 3 linear miles of shared ownership roadway through the property as identified by the YELLOW line

on the google earth overview, starting at Oak Glen Rd c/o Shadow Hills Drive and ending at the Yucaipa

Regional Park Main Gate, located at 33900 Oak Glen Rd c/o Yucaipa Regional Park Rd. Use of approximately

90 acres of land as identified in RED on the attached google earth overview. Property use includes the use of fixed

structures on site, including but not limited to covered table areas and restroom facilities. Property use includes

associated grass areas and dirt lots on the property, as well as any damages that may occur during use. Damages

may include, but not limited to fencing, plumbing, sprinklers, embankments, and roadways. CAL FIRE shall provide

a street sweeper to service the roadways used at the termination of land use.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 33,000.00. The
Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 9/30/24, and shall end on or before 0800 on 10/11/2024
(may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the
following utilities and supplies to the area leased or rented by the State:

Electricity/power, water, plumbing, septic/sewer systems, trash disposal, and bathroom supplies associated with

the general use of the property and fixed facilities.

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or
person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to
Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the
premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Blane McNally- Superintendent

TELEPHONE NUMBER: 909-486-9077

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the
effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the
parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the
date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the
parties to this Agreement.

- 7. LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.
- The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.
- 8. HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.
- 9. SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.
- 10. 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 the California Department of Forestry and Fire Protection (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, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**
- 11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.
- 12. CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER

BY: County of San Bernardino
TITLE: Chair, Board of Supervisors
DATE: _____
NAME: Dawn Rowe
SIGNATURE: _____
STREET ADDRESS: 385 N. Arrowhead Ave.
San Bernardino CA. 92415
TELEPHONE: 909-387-4855
TELEPHONE: (Night) _____

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

BY: _____
TITLE: _____
DATE: _____
NAME: _____
SIGNATURE: _____
STREET ADDRESS: _____
TELEPHONE: _____
TELEPHONE: (Night) _____