

Contract Number

SAP Number

San Bernardino County Fire Protection District

| | |
|---|---------------------------------------|
| Department Contract Representative | Dan Munsey, Fire Chief/Fire Warden |
| Telephone Number | (909) 387-5779 |
| Contractor | County of San Bernardino |
| Contractor Representative | Matthew Erickson |
| Telephone Number | (909) 387-5423 |
| Contract Term | July 1, 2020 to June 30, 2021 |
| Original Contract Amount | \$16,933,420 |
| Amendment Amount | |
| Total Contract Amount | \$16,933,420 |
| Cost Center | 1161161000 |

IT IS HEREBY AGREED AS FOLLOWS:

**MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND THE
COUNTY OF SAN BERNARDINO FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

This MEMORANDUM OF UNDERSTANDING AGREEMENT (MOU) is entered into by and between the County of San Bernardino hereinafter referred to as the "COUNTY", and the San Bernardino County Fire Protection District, hereinafter referred to as the "DISTRICT", the promises and agreements of each being in consideration of the promises and agreements of the other.

Pursuant to California Health and Safety Code section 13800 establishing Fire Protection District Law of 1987, also known as the Bergeson Fire District Law, section 13890 mandates that a fire district submit a preliminary budget annually on or before June 30 that provides adequate funding for operations.

The DISTRICT has identified shortcomings in revenue to maintain current service levels.

The COUNTY has identified its desire to provide current service levels in excess of the current revenues available to the DISTRICT through its normal tax collection.

Under section 13861 of the Health and Safety Code, a district shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of the Fire Protection District Law of 1987.

WITNESSETH

WHEREAS, the COUNTY is legally obligated to provide emergency medical services (EMS); and

WHEREAS, the COUNTY desires to contract for additional services of fire protection and EMS, as depicted in "Exhibit 1", within the territorial boundaries of DISTRICT and COUNTY as set forth in this MOU; and

WHEREAS, the programs/services in this MOU include the following EMS services: 1) Ambulance Services in the Mountain, North Desert, and South Desert Regions; 2) COUNTY Sheriff Department's Helicopter Services; and 3) Station 53 costs in Baker, California; and

WHEREAS, the programs/services in the MOU also include the COUNTY funding DISTRICT fire protection costs associated with the COUNTY Sheriff Department's Inmate Handcrew Program; and

WHEREAS, the programs/services in this MOU include funding a portion of DISTRICT Administration costs for Support of Operations that allows DISTRICT to provide additional fire protection and EMS services; and

WHEREAS, the DISTRICT is willing and able to perform such fire protection and EMS services; and

WHEREAS, the DISTRICT and the COUNTY agree that the intent of this MOU is to maintain or enhance to the extent possible the current service levels to the citizens and businesses of the COUNTY; and

WHEREAS, this MOU is in addition to, and does not amend, terminate, or supersede any agreement between COUNTY and DISTRICT related to the "funding gap" associated with San Bernardino County Local Agency Formation Commission Order 3000, as this MOU has a different purpose.

NOW THEREFORE, the parties agree as follows:

1. TERM

The term of this MOU shall be for one (1) year, beginning on July 1, 2020 and ending on June 30, 2021, subject to the early termination provisions outlined in Section 2.

2. TERMINATION

Either party may, by written notice to the other party, terminate this MOU at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least one hundred and eighty (180) days after the date of such notice.

3. SCOPE OF SERVICES

DISTRICT agrees to provide fire protection and EMS to the COUNTY consistent with the service level criteria described in this MOU. In providing these services, the DISTRICT shall:

Maintain continuous (twenty-four (24) hours per day, seven (7) days per week) and uninterrupted fire protection and EMS, which shall at least be consistent with the service level criteria described in this MOU, "Exhibit 1". Under no circumstance is the DISTRICT liable to the COUNTY for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the DISTRICT through no fault of its own.

Provide monthly year-end estimate reports as requested by the COUNTY.

Keep the COUNTY informed of all new developments, issues, or concerns related to the efficient delivery of fire protection and EMS services of the DISTRICT. The COUNTY shall keep the DISTRICT informed of all new developments, issues, or concerns related to the efficient delivery of fire protection and EMS services in the COUNTY.

4. COMPENSATION

COUNTY and DISTRICT agree to a contract fee amount of \$16,933,420 for the 2020-21 fiscal year. COUNTY shall pay to DISTRICT biannual installments equal to fifty percent (50%) of the annual amount. COUNTY may pay DISTRICT at more frequent intervals should the need exists.

DISTRICT shall give COUNTY notice of unanticipated increased costs incurred by DISTRICT in providing the services pursuant to this MOU. This MOU may be amended pursuant to a written agreement signed by both parties to reflect the increased costs to DISTRICT. COUNTY has the option to terminate this MOU at the completion of the specified term if the parties cannot agree on the amount of additional costs proposed by DISTRICT. In the event of such termination, DISTRICT shall be paid for all services rendered under the terms set forth in this MOU until such termination date.

DISTRICT and COUNTY agree to review and discuss staffing and program levels as well as changes in services rendered by March 1st of each year for the successor MOU.

5. NOTICE

All notices, reports, or demands required to be given in writing under this MOU shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

DISTRICT

San Bernardino County Fire Protection District
Attn: Fire Chief
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415-0451

COUNTY

County of San Bernardino
Attn: Chief Executive Officer
385 N. Arrowhead Ave, 5th Floor
San Bernardino, CA 92415

- 6. None of the provisions of this MOU shall be construed to create in the COUNTY any right, interest or ownership in any real or personal property of the DISTRICT during this MOU.
- 7. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this MOU is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this MOU or any other portion thereof.
- 8. The recitals of this MOU are incorporated into the body of this MOU by this reference.
- 9. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- 10. This MOU shall take effect on the date it is signed and approved by authorized representatives of both the COUNTY and the DISTRICT.

11. This MOU shall be governed by the laws of the State of California. Any action or proceeding between the COUNTY and the DISTRICT concerning the interpretation or enforcement of this MOU, or which arises out of or is in any way connected with this MOU, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
12. Time is of the essence for each and every provision of this MOU.
13. Since the parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any party.
14. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
15. Nothing contained in this MOU shall be construed as a relinquishment of any rights now held by the COUNTY or the DISTRICT.
16. This MOU, including Exhibit 1, which is attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the San Bernardino County Fire Protection District have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

COUNTY OF SAN BERNARDINO

▶ _____
Curt Hagman, Chairman, Board of Directors

▶ _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

Lynna Monell, Clerk

By _____
Deputy

By _____
Deputy

FOR COUNTY USE ONLY

| | | |
|--|----------------------------------|---------------------------------|
| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
| ▶ _____ Scott Runyan, Deputy County Counsel | ▶ _____ | ▶ _____ |
| Date _____ | Date _____ | Date _____ |