



Contract Number

SAP Number

Land Use Services Department

Table with 2 columns: Department Contract Representative, Telephone Number, Contractor, Contractor Representative, Telephone Number, Contract Term, Original Contract Amount, Amendment Amount, Total Contract Amount, Cost Center, Grant Number (if applicable). Values include Miguel Figueroa, 909-387-4431, San Bernardino County Fire Protection District, Fire Chief Dan Munsey, 909-387-5779, July 1, 2026, to June 30, 2027, Actual Revenue, N/A, Actual Revenue, 6930011000.

AGREEMENT BETWEEN SAN BERNARDINO COUNTY AND THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RELATED TO THE FIRE HAZARD ABATEMENT PROGRAM

WHEREAS, San Bernardino County, through its Land Use Services Department (County), is in need of fire hazard abatement services; and

WHEREAS, San Bernardino County Fire Protection District (SBCFPD) has the expertise to provide fire hazard abatement services; and

WHEREAS, SBCFPD and the County now desire to enter into this Agreement for the Fire Hazard Abatement Services (the "Agreement").

NOW, THEREFORE, in consideration of the above, the County and SBCFPD agree as follows:

- 1. SBCFPD RESPONSIBILITIES
a. Provide fire hazard abatement services as set forth San Bernardino County Code Section 23.0301-23.0319 ("Services").
b. Provide dedicated staff to deliver the Services, as determined to be seven (7) Fire Hazard Abatement Officers, two (2) Senior Fire Hazard Abatement Officers, and one (1) Assistant Fire Marshal-Fire Hazard Abatement.
c. Assume full administrative and operational responsibility for the Program and all associated services, functions, and duties in a phased manner pursuant to a mutually agreed upon

implementation and transition plan developed by the parties. The implementation and transition plan shall establish quarterly transition objectives, timelines, and operational benchmarks intended to facilitate the orderly, continuous, and complete transfer of all Program responsibilities from County to SBCFPD. Upon completion of the transition period, SBCFPD shall be solely responsible for administration, operation, and delivery of the Program and all related support services. During the transition period, the parties shall cooperate in good faith to coordinate Program administration and ensure continuity of services. Program responsibilities subject to transition may include, but are not limited to, responding to public inquiries and complaints, issuing notices and citations, maintaining and updating program records and software systems, processing and documenting enforcement activities, coordinating communications, and performing related administrative functions, including the preparation, issuance, and distribution of invoices or billing statements.

- d. Receive transfer of applicable actual revenue collected from County for services provided, regardless of the actual costs incurred.

2. COUNTY RESPONSIBILITIES

- a. Responsible for the collection and processing of all Fire Hazard Abatement fee payments and related revenue associated with the Services in accordance with the applicable Fee Schedule and applicable law.
- b. Identify all applicable revenues collected for Services and facilitate the transfer of such revenues to SBCFPD on a quarterly basis.
- c. Process all administrative matters related to the Services and recovery of associated costs, including, but not limited to, billing, collection, liens, assessments, hearings, and warrants, and other related notices or proceedings involving properties subject to fire hazard abatement under this Agreement.
- d. Cooperate in good faith with SBCFPD to support implementation of the mutually agreed upon implementation and transition plan and facilitate the orderly transfer of Program responsibilities. County may provide reasonable assistance, information, records, and access to resources as necessary to support the transition, subject to applicable laws, policies, and operational considerations. The parties acknowledge that Program responsibilities will be transferred to SBCFPD in a phased manner pursuant to the implementation and transition plan. During the transition period, County may continue to perform certain Program-related functions as mutually determined by the parties and consistent with the transition plan including responding to public inquiries and complaints, issuing notices and citations, maintaining and updating program records and software systems, processing and documenting enforcement activities, coordinating communications, preparing and distributing invoices or billing statements, and performing related administrative and operational support functions. Nothing in this section shall be construed to require County to continue performing any specific Program function beyond the period necessary to facilitate the transition. County's responsibilities under this section are intended solely to support the transition of the Program to SBCFPD. Upon completion of the transition period, County shall have no further responsibility for the administration, operation, or delivery of the Program, except as may otherwise be expressly agreed to in writing by the parties.

3. MUTUAL RESPONSIBILITIES

- a. SBCFPD and County agree to establish methods for exchange of information procedures that enable each party to perform its duties and functions under this Agreement in accordance with applicable State and Federal laws and regulations.
- b. SBCFPD and County agree to resolve problems with a procedure that permits escalation through SBCFPD and County chains of command, as deemed necessary.

4. GENERAL PROVISIONS

- a. Input from County will be considered by the SBCFPD in the prioritization and execution of the Services.
- b. Neither party will use or disclose confidential information for any purpose other than carrying out the obligations under this Agreement.

5. VEHICLES

- a. County shall transfer three (3) vehicles and other equipment to SBCFPD, as listed on Exhibit A. Upon transfer, SBCFPD shall assume all responsibility and liability for the registration, licensing, insurance, repair, and maintenance of the vehicles.
- b. Upon transfer, the County shall have no further responsibility or liability related to the vehicles, including any obligation to repair.

6. FISCAL PROVISIONS

- a. County shall transfer all applicable Fire Hazard Abatement fees and related revenue for the period of July 1, 2026, through July 30, 2027, to SBCFPD on a quarterly basis. The County shall not require supporting documentation to process such requests, and payment shall be limited to the actual revenue collected by the County.
- b. County shall be responsible for inputting and processing the reimbursement through the County's financial system.
- c. The designated County contact for all matters pertaining to the processing of SBCFPD payment requests at the start of this Agreement is as follows:

County: Title: Administrative Manager
Name: Ibeth De La Cruz
Department: Land Use Services
Phone Number: 387-0295
Email Address: Ibeth.DeLaCruz@lus.sbcounty.gov

SBCFPD: Title: Deputy Fire Marshal
Name: Tom Strong
Phone Number: 386-8400
Email Address: tstrong@sbcfire.org

- 7. This Agreement may be terminated upon mutual written agreement of both parties and approval of their governing board. Upon such termination, payment shall be limited to the actual revenue collected by the County up to the effective date of termination. This Agreement may also be terminated immediately by either party in the event of a breach of the Agreement terms by the other party. In such event, the non-breaching party shall be entitled to pursue any available remedies authorized by law or regulations.
- 8. The term of this Agreement is from July 1, 2026, to June 30, 2027.
- 9. County agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from County's performance of its obligations under this Agreement.

SBCFPD agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless County and its officers, employees, agents, and volunteers from any and all claims,

actions or losses, damages, and/or liability resulting from SBCFPD's negligent acts or omissions which arise from SBCFPD's performance of its obligations under this Agreement.

In the event the County and/or SBCFPD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or SBCFPD shall indemnify the other to the extent of its comparative fault.

10. County and SBCFPD are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
11. This Agreement shall be governed by the laws of the State of California. Any action or proceeding between the County and SBCFPD concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
12. During the term of this Agreement, the County and SBCFPD shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. SBCFPD shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
13. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Agreement 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 Agreement or any other portion thereof.
14. The recitals of this Agreement are incorporated into the body of this Agreement by this reference.
15. Time is of the essence for each and every provision of this Agreement.
16. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.
17. 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.
18. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the County or SBCFPD.
19. The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

20. SBCFPD will designate an individual to serve as the primary point of contact for this Agreement. SBCFPD or its designee must respond to County inquires within five (5) business days. SBCFPD shall not change the primary contact without written notification to and acceptance by the County. SBCFPD will also designate a back-up point of contact in the event the primary contact is not available.
21. Both parties shall notify the other party in writing of any change in mailing address within ten (10) business days of the change.
22. This Agreement is not assignable by either party, whether in whole or in part, without the consent of the other party.
23. Both parties agree any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of SBCFPD and the County.
24. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section 10.
25. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the party with the problem or potential problem shall notify the other party within one (1) working day, in writing and by telephone.
26. Both parties shall make all reasonable efforts to ensure that none of their officers or employees, whose positions in their entities enable them to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the other parties or officer or employee of the other parties.
27. County and SBCFPD shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the other party in an attempt to secure favorable treatment regarding this Agreement. Both parties, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the other party with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Both parties shall immediately report any attempt by an officer, employee or agent of the other party to solicit (either directly or through an intermediary) improper consideration from the party. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the parties are entitled to pursue any available legal remedies.

28. Any written notice provided pursuant to this Agreement shall be sent via interoffice mail to the following addresses:

County: Miguel Figueroa, Director
Land Use Services Department
Mail Code: 0187

SBCFPD: Dan Munsey, Fire Chief/Fire Warden
San Bernardino County Fire Protection District
Mail Code: 0451

29. No news releases, advertisements, public announcements, or photographs arising out of this Agreement or the parties' relationship with each other may be made or used without prior written approval of both parties.

30. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

31. This Agreement and any 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 Agreement not expressly set forth herein are of no force or effect. This Agreement 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 Agreement and signs the same of its own free will.

32. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

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

SAN BERNARDINO COUNTY

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

▶

 Dawn Rowe, Chair, Board of Supervisors

▶

 Dawn Rowe, Chair, Board of Directors

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

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

Lynna Monell, Secretary

By _____
 Deputy

By _____
 Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Approved as to Legal Form	Reviewed/Approved by Department
▶ _____ Aaron Gest, Deputy County Counsel	▶ _____ Brett Davison, Deputy County Counsel	▶ _____
Date <u>6/18/26</u>	Date _____	Date _____