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Contract Number
24-808

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Fire Chief Dan Munsey
Telephone Number	(909) 387-5779
Contractor	San Bernardino County Office of Emergency Services
Contractor Representative	Crisanta Gonzalez
Telephone Number	(909) 356-3998
Contract Term	July 1, 2024 through June 30, 2029
Original Contract Amount	Actual Costs
Amendment Amount	
Total Contract Amount	
Cost Center	

AGREEMENT BETWEEN SAN BERNARDINO COUNTY AND THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RELATED TO EMERGENCY MANAGEMENT SERVICES

WHEREAS, the San Bernardino County (County) Office of Emergency Services (OES) acknowledges the mutual benefits of enhancing liaison capabilities for Emergency Management Services; and

WHEREAS, for purposes of this Agreement, Emergency Management Services means the coordination and mobilization of fire, rescue, and emergency services resources, personnel, and equipment during emergency and disaster response efforts; and

WHEREAS, San Bernardino County Fire Protection District (SBCFPD) has the expertise to provide to County specialized services described in Section 1 of this Agreement associated with Emergency Management Services; and

WHEREAS, SBCFPD and the County now desire to enter into this Agreement for a liaison to serve as SBCFPD Division Chief (DC) of Emergency Management Services, to be provided to and paid for by the County pursuant to this Agreement.

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

1. SBCFPD RESPONSIBILITIES

- a. Collaborate with County staff in the development and administration of standardized emergency management systems and incident command coordination in relationship to the provision of Emergency Management Services.

- b. Provide expert guidance to the County regarding emergency response efforts.
- c. Represent the County at local, regional, and state meetings concerning Emergency Management Services.
- d. In SBCFPD's provision of services under this Agreement, SBCFPD shall not provide County any protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA), except as permitted by law.
- e. DC shall be supervised and managed by SBCFPD Administration.

2. COUNTY RESPONSIBILITIES

- a. Ensure all work of the DC is consistent with their classification.
- b. Provide access to information, staff, and records necessary for SBCFPD to perform services. In SBCFPD's provision of services, the County shall not provide SBCFPD any protected health information, as defined by HIPAA, except as permitted by law.
- c. Make available such supplies, space, and other support reasonably necessary for the DC to perform the services under this Agreement.
- d. Designate a fiscal contact for the processing of SBCFPD requests for reimbursement in accordance with the terms set forth in Section 5, "Fiscal Provisions," of this Agreement.

3. MUTUAL RESPONSIBILITIES

- a. SBCFPD and the 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 the County agree to resolve problems with a procedure that permits escalation through SBCFPD and the County chains of command, as deemed necessary, through open communication and ongoing conversations.

4. GENERAL PROVISIONS

- a. The prioritization and execution of Emergency Management Services will be collaboratively determined by both SBCFPD and the County, ensuring full consideration of both parties' input and needs.
- b. Neither party will use or disclose confidential information for any purpose other than to carry out the obligations under this Agreement.
- c. The County and SBCFPD will conduct an annual performance review of the DC to ensure alignment with the objectives and expectations outlined in this Agreement, fostering continuous improvement and mutual accountability.
- d. During countywide emergency activations, and as requested by the Director of OES or their designee, the DC will report to the County Emergency Operations Center (EOC).

5. FISCAL PROVISIONS

- a. SBCFPD shall submit a request for reimbursement semi-annually, covering the periods of July to December and January to June, to the designated County fiscal contact via email. The request shall include all necessary source documentation required for the County to process the reimbursement.
- b. The County shall be responsible for entering and processing the reimbursement through the County's financial system.
- c. Reimbursement under this Agreement shall cover one hundred percent (100%) of all salary and benefits costs of one (1) DC, consistent with their classification. Expenses related to specific SBCFPD trainings, SBCFPD conferences, DC vehicle usage, and SBCFPD operational costs are not eligible for reimbursement.

- 6. This Agreement may be terminated without cause upon ninety (90) days' written notice by either party. Upon such termination, payment will be made by the County to SBCFPD for

services rendered and expenses reasonably incurred prior 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.

7. Unless terminated early, the term of this Agreement is effective retroactively from July 1, 2024, to June 30, 2029.
8. The 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 the 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.

9. The 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.
10. 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 San Bernardino County, California.
11. 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.
12. 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.
13. The recitals of this Agreement are incorporated into the body of this Agreement by this reference.
14. Time is of the essence for each and every provision of this Agreement.

15. 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.
16. 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.
17. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the County or SBCFPD.
18. 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.
19. SBCFPD will designate an individual to serve as the primary point of contact for this Agreement. SBCFPD or its designee must respond to County inquiries 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.
20. Both parties shall notify the other party in writing of any change in mailing address within ten (10) business days of the change.
21. This Agreement is not assignable by either party, whether in whole or in part, without the consent of the other party.
22. 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.
23. 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 8 of this Agreement.
24. 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.
25. 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.

26. 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.

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

County: Crisanta Gonzalez, Director of Emergency Management
Office of Emergency Services
Mail Code: 0425

and

Anjila Lebsock, Assistant Director of Emergency Management
Office of Emergency Services
Mail Code: 0425

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

and

Bertral Washington, Deputy Chief
San Bernardino County Fire Protection District
Mail Code: 0451

28. 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.

29. 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.

30. 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.

31. 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 FIRE PROTECTION DISTRICT

▶ *Dawn Rowe*
 Dawn Rowe, Chair, Board of Directors

Dated: AUG 20 2024

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


SAN BERNARDINO COUNTY

▶ *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors


Dated: AUG 20 2024

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

By *Lynna Monell*
 Lynna Monell
 Secretary
 Deputy



By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



FOR SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT USE ONLY

Approved as to Legal Form
 ▶ *Richard Luczak*
 Richard Luczak, Deputy County Counsel
 Date 8/14/2024

Reviewed for Contract Compliance
 ▶ _____
 Date _____

Reviewed/Approved by District
 ▶ _____
 Date _____