

Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	909-387-5779
Contractor	Apple Valley Fire Protection District
Contractor Representative	Ken Harrison
Telephone Number	
Contract Term	January 11, 2022 through January 11, 2027
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND APPLE VALLEY FIRE PROTECTION DISTRICT

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD") and Apple Valley Fire Protection District (herein referred to as ("DISTRICT")).

WITNESSETH:

WHEREAS, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens of SBCFPD and DISTRICT to provide the most expeditious response to suppress fires and render other emergency services; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of like fire, rescue and emergency medical services on a day-to-day basis; and,

WHEREAS, each party agrees that this Agreement is not intended to supplement, release, or replace each party's obligation to provide fire protection and rescue services within their respective jurisdiction: and,

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake aid under the terms, provisions, and conditions hereinafter provided.

A. MUTUAL AID:

1. SBCFPD and DISTRICT agree to provide assistance mutually for emergency incidents that do, or may, exceed the receiving party's capabilities.
2. Mutual Aid responses from either party shall include equipment, material and supplies such as are usually and customarily used within the sending party's jurisdiction. Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.
3. SBCFPD will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the DISTRICT's jurisdictional boundaries. The DISTRICT will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within SBCFPD's jurisdictional boundaries. Resources requested by either SBCFPD or the DISTRICT will be priority release as soon as possible by the requesting party.
4. The terms, as listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither SBCFPD nor the DISTRICT in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources at the time of the request. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.

6. Details as to amounts and types of assistance to be dispatched, area to be assisted, methods of dispatching and communications, methods of requesting aid and positions authorized to send and receive such requests shall be recorded in an Operating Plan that is approved and signed by the Fire Chiefs of SBCFPD and the DISTRICT (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary, the Operating Plan. Said Attachment "A" is hereby made a part of this Agreement by this reference.
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for managing the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be a priority release from the scene as soon as is practical by the jurisdictional fire department.
8. Neither SBCFPD nor the DISTRICT shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided unless specified in another binding agreement.
9. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.
10. When service is rendered, DISTRICT shall have the option to recover costs by participating in SBCFPD's Cost Recovery Program. In turn, SBCFPD shall have the option to recover cost by participating in DISTRICT's Cost Recovery Program. The assisting fire department shall submit the designated forms to the responsible fire department. The responsible fire department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

B. AUTOMATIC AID:

1. Automatic Aid shall adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in the Operating Plan and signed by the Fire Chiefs of SBCFPD and DISTRICT (Attachment "A"). Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.
2. SBCFPD will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an emergency incident within DISTRICT's jurisdictional boundaries. This is to be an immediate response not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should DISTRICT request additional units, the SBCFPD Duty Officer shall be notified and that request shall be classified and handled as a "mutual aid" request.

3. DISTRICT will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an emergency incident within SBCFPD's jurisdictional boundaries. This is to be an immediate response not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should SBCFPD request additional units, DISTRICT's Duty Officer shall be notified and that request shall be classified and handled as "mutual aid" request.
4. Details as to amounts and types of assistance to be automatically dispatched, methods of dispatching and communications, shall be recorded in an Operating Plan and signed by the Fire Chiefs of SBCFPD and the DISTRICT (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary the Operating Plan.
5. The terms, as listed in Sections 1 through 4 above, are conditional upon the availability of resources from the sending agency. Neither party, in rendering aid to the other, shall be obligated to send resources that are previously committed to incidents in progress or to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
6. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for managing the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the direction of the officer- in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.
7. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the jurisdictional communication center.
8. Neither SBCFPD nor DISTRICT shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
9. When service is rendered, DISTRICT shall have the option to recover costs by participating in SBCFPD's Cost Recovery Program. In turn, SBCFPD shall have the option to recover cost by participating in DISTRICT's Cost Recovery Program. The assisting fire department shall submit the designated forms to the responsible fire department. The responsible fire department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

C. BOUNDARY DROP:

1. SBCFPD and DISTRICT agree to participate in boundary drop to adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in the Operating Plan and signed by the Fire Chiefs of SBCFPD and DISTRICT (Attachment "A"). For purposes of this

Agreement, "boundary drop" shall mean the use of the closest most appropriate fire unit regardless of jurisdiction. Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.

2. Details as to amounts and types of assistance to be automatically dispatched under Boundary Drop, methods of dispatching and communications, as well as agreed upon call types shall be recorded in an Operating Plan and signed by the Fire Chiefs of SBCFPD and DISTRICT (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary the Operating Plan.

D. INDEMNIFICATION:

1. DISTRICT agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by DISTRICT, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of DISTRICT and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. DISTRICT's indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.
2. SBCFPD agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by SBCFPD, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of SBCFPD and for any costs or expenses incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. SBCFPD's indemnification obligation applies to DISTRICT's "active" as well as "passive" negligence but does not apply to DISTRICT's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

E. COMPARATIVE FAULT:

In the event that SBCFPD and DISTRICT are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, SBCFPD and or DISTRICT shall indemnify the other to the extent of its comparative fault.

F. INSURANCE:

SBCFPD and DISTRICT are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage 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 term, conditions or obligations of this Agreement. At no time shall the employees of one party be considered the employees of the other.

G. DISCRIMINATION:

The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

H. WAIVER OF BREACH:

A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

I. APPLICABLE LAWS:

At all times during the term of this Agreement, SBCFPD and DISTRICT shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

J. GENERAL PROVISIONS:

Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

1. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
2. Time is of the essence of this Agreement. Neither SBCFPD nor DISTRICT shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
3. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
4. This Agreement sets forth the entire agreement and understanding between SBCFPD and DISTRICT with respect to the subject matter of this Agreement. This Agreement supersedes Agreement No. 18-545.
5. This Agreement may not be assigned by either party without the written consent of the authorized representatives of both parties

K. TERM:

1. The term of this Agreement shall be from the date it is signed and approved by SBCFPD and DISTRICT ("Effective Date") through January 11, 2027.
2. Either party may, by written notice to the other party, terminate this Agreement 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 ninety (90) days after the date of such notice.

L. NOTICE:

1. All notices, reports, or demands required to be given in writing under this Agreement 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:

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

DISTRICT
Apple Valley Fire Protection District
Attn: Fire Chief
22400 Headquarters Dr.
Apple Valley, CA 92307

Either party upon written notice may change such addresses to the other party given as provided in this section.

2. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

M. CAPTIONS:

The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

N. REPRESENTATIVES:

1. "DISTRICT's Representative" – DISTRICT hereby designates the DISTRICT Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. DISTRICT's Representative shall have the power to act on behalf of DISTRICT for all purposes under this Agreement. DISTRICT's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
2. "SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

O. VENUE:

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

P. SIGNATURE:

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, this Agreement has been executed and approved and is effective and operative as to each of the parties are herein provided.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Curt Hagman, Chairman, Board of Directors

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

Lynna Monell, Secretary

By _____
Deputy

APPLE VALLEY FIRE PROTECTION DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Scott Runyan, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

**OPERATING PLAN
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
APPLE VALLEY FIRE PROTECTION DISTRICT**

**Attachment "A"
Operating Plan**

INTRODUCTION

The purpose of this Operating Plan is to define the process for implementing the Automatic and Mutual Aid Agreement (collectively referred to as the "Agreement" or "Plan"). This Plan consists of:

I. Automatic Aid

The DISTRICT shall provide Automatic Aid to SBCFPD within the SBCFPD's jurisdictional boundaries. Automatic Aid shall adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in the Operating Plan and signed by the Fire Chiefs of SBCFPD and DISTRICT (Attachment "A"). DISTRICT shall provide the same type and level of service provided to its area on initial alarm. Resource needs beyond the initial alarm shall be the responsibility of SBCFPD. Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.

SBCFPD shall provide Automatic Aid to the DISTRICT within the DISTRICT's jurisdictional boundaries. Automatic Aid shall adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in the Operating Plan and signed by the Fire Chiefs of SBCFPD and DISTRICT (Attachment "A"). SBCFPD shall provide the same type and level of service provided to its area on initial alarm, excluding SBCFPD ambulances. Resource needs beyond this initial response shall be the responsibility of the DISTRICT. Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.

II. Boundary Drop

SBCFPD and DISTRICT agree to participate in Boundary Drop to the extent identified in this Agreement. The resources dispatched to an incident type under Boundary Drop will be dispatched according to the requesting agency's response plan built in CAD and approved by the sending agency's Fire Chief. DISTRICT ambulances are excluded from Boundary Drop. Boundary Drop response plans may only include the call types identified below:

Medical Aid "Delta and Echo" only

TE: Traffic Collision with Extrication

FS: Structure Fires

FC: Commercial Structure Fires

FG: Vegetation Fires
FV: Vehicle Fires
FVF: Freeway Vehicle Fires
FT: Truck Fires
FD: Dumpster Fires
FI: Improvement Fires
FR: Refuse Fires
AO: Aircraft Incident – off airport
AP: Aircraft Incident – on airport APM:Aircraft Medium
APH: Aircraft High
FTF: Freeway Truck Fire
RQ: Rescue
TEF: Freeway Traffic Accident with Extrication
TIF: Freeway Traffic Accident with Injury
TI: Traffic Accident with Injuries
TI: Traffic Accident with Injuries
TU: Traffic Accident with Unknown Injuries

Response plan updates that may affect the other Party shall not be made without review and approval of the affected Party's Fire Chief. Without specific approval from the sending agency, response plans shall not be built to request more than one (1) Boundary Drop units to any single incident. Boundary Drop units may include Type I and III Engines but not more than one (1) Truck. Resource needs beyond the Boundary Drop agreement shall be handled under Mutual Aid. It is agreed that SBCFPD or DISTRICT by the Fire Chiefs or their designee shall have the authority to jointly make day-to-day operational updates to the response plans of the agreed upon call types and are conditional upon the availability of resources from the assisting Party. Notifications of any operational updates will be sent to both agencies and any affected dispatch center.

III. Mutual Aid

Any request beyond Automatic Aid or Boundary Drop shall be Mutual Aid. Immediately upon receiving a Mutual Aid request, the sending agency's dispatch center shall contact the sending agency's Duty Officer to approve or deny the request. Mutual Aid boundaries are at the discretion of the sending agency's Duty Officer.

IV. Types of Mutual Aid Equipment

May include Type 1 and Type 3 Engines, Water Tenders, Medic Squads, Trucks, or Mobile Command Posts.

V. Additional Equipment

This Agreement excludes Aircraft, Technical Rescue Units, Hazardous Materials Units, or Overhead Personnel which may be requested under California Master Mutual Aid (MMA) or Assistance by Hire (ABH) and subject to approval by sending agency. The DISTRICT may request Hand Crews or Dozers from SBCFPD under this section of Agreement.

VI. Incident Response

Automatic and Boundary Drop resources will be the closest, most appropriate as determined by the sending agency's dispatch center. Mutual Aid resources will be the closest, most appropriate as determined by the providing agency's Duty Officer. Responding fire suppression apparatus shall, at a minimum, be staffed with three full-time, paid, professional fire personnel, at least one of which will be a Paramedic. Medic Squad(s) shall be staffed with a minimum of two full-time, paid, professional fire personnel for EMS calls, at least one of which will be a Paramedic.

VII. Incident Communications

Units shall be dispatched on their agency standard frequency. While enroute, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.

VIII. Incident Management

As resources arrive command responsibility is transferred through the following succession, first arriving Company Officer, who may pass command to second arriving Company Officer, then responsibility for managing the incident shall be immediately assumed by the jurisdictional department upon its arrival. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional department. All incidents will be managed under the Incident Command System (ICS).

Dan Munsey, Fire Chief
San Bernardino County Fire Protection District

Ken Harrison, Fire Chief
Apple Valley Fire Protection District

Date

Date