

Contract Number

22-399

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey, Fire Chief/Fire Warden
Telephone Number	(909) 387-5779
Contractor	San Bernardino County
Contractor Representative	Matthew Erickson
Telephone Number	(909) 387-5423
Contract Term	July 1, 2022, to June 30, 2027
Original Contract Amount	See Section 4 of the Agreement
Amendment Amount	
Total Contract Amount	See Section 4 of the Agreement
Cost Center	1161161000

IT IS HEREBY AGREED AS FOLLOWS:

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

This MEMORANDUM OF UNDERSTANDING AGREEMENT (MOU) is entered into by and between San Bernardino County 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.

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 within the territorial boundaries of DISTRICT and COUNTY; 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 five (5) years, beginning on July 1, 2022, and ending on June 30, 2027, 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. In the event of such termination, the annual amount identified in Section 4 that is affected by the termination date shall be prorated such that DISTRICT is paid for all services rendered under the terms set forth in this MOU until such termination date. In the event of a breach of the MOU by one of the parties, the party that is not in breach may terminate this MOU after giving the party that is in breach notice and a reasonable opportunity to cure the breach. In such event, the party that is not in breach of this MOU shall be entitled to pursue any available remedies authorized by law.

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. 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.

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. CONTRACT AMOUNT

COUNTY and DISTRICT agree to an annual contract amount, as detailed in the schedule below, to support DISTRICT's operations. The annual amount from COUNTY does not fund 100% of DISTRICT's costs, and the payment shall not be increased should DISTRICT's costs increase during the term of this MOU.

Annual amount provided to the DISTRICT will be as follows:

Fiscal Year	Annual Not-to-Exceed Amount
2022-23	\$ 12,900,000
2023-24	\$ 11,900,000
2024-25	\$ 10,900,000
2025-26	\$ 9,900,000
2026-27	\$ 8,900,000

COUNTY shall pay the annual amount to the DISTRICT no later than December 31st of each year.

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

San Bernardino County
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. Neither party may assign this MOU without the approval of the other party.
17. COUNTY agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this MOU.

DISTRICT 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 DISTRICT's negligent acts or omissions which arise from DISTRICT's performance of its obligations under this MOU.

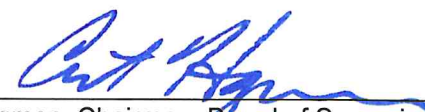
In the event COUNTY and/or DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the MOU, COUNTY and/or DISTRICT shall indemnify the other to the extent of its comparative fault.
18. COUNTY and DISTRICT are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation and Property Damage and warrant that through their respective programs of self-insurance, have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.
19. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.
20. This MOU 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 San Bernardino County 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

SAN BERNARDINO COUNTY

► 
Curt Hagman, Chairman, Board of Directors

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **JUN 14 2022**
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

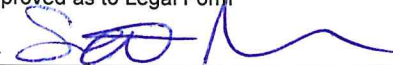
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By 
Lynna Monell, Secretary
Deputy

By 
Lynna Monell, Clerk
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Scott Runyan, Principal Assistant County Counsel

Date **6/9/22**

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date