



UNITED STATES MARINE CORPS  
MARINE CORPS LOGISTICS BASE  
BOX 110100  
BARSTOW, CALIFORNIA 92311-0100

MCLB BARSTOW  
11320  
B440

SBC FPD  
11320

MUTUAL AID AGREEMENT (NON-REIMBURSABLE)  
BETWEEN  
MARINE CORPS LOGISTICS BASE, BARSTOW  
AND  
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

Subj: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT MUTUAL AID  
AGREEMENT (NON - REIMBURSABLE)

Ref: (a) MCO 11000.11A  
(b) Mutual Aid, Automatic Aid and Training Agreement between Marine Corps Logistics  
Base, Barstow and San Bernardino County Fire Protection District dtd 27 May 2016

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between  
the San Bernardino County Fire Protection District and the Department of the Navy, through  
Marine Corps Logistics Base, Barstow, pursuant to 42 U.S.C. 1856a, shall serve as the  
agreement between the parties for mutual aid fire protection and emergency services.

WITNESETH:

All prior agreements between the parties hereto are hereby superseded and canceled.

WHEREAS, the Marine Corps Logistics Base, Barstow is located within the corporate  
limits of the San Bernardino County, California; and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that  
mutual assistance in an emergency situation is deemed feasible; and

WHEREAS, both parties maintain equipment and personnel for the suppression of fires,  
rescue, EMS and response to hazardous materials incidents within their respective jurisdictions;  
and

WHEREAS, the parties desire to augment the fire protection and emergency services  
available in their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal  
services and equipment required for fire prevention, the protection of life and property from fire,  
firefighting, and emergency services, including basic medical support, basic and medical life

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support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, trench, building, and confined space extractions; and

WHEREAS, sometimes San Bernardino County Fire Protection District and Marine Corps Logistics Base, Barstow are individually or collectively referred to as “party,” “parties,” “F&ES Department” or “F&ES Departments”; and

WHEREAS, this mutual aid agreement is in the best interests of all parties.

THEREFORE, THE PARTIES AGREE:

I. PROVISIONS OF RESPONSE

1. Marine Corps Logistics Base, Barstow

a. Marine Corps Logistics Base, Barstow agrees to provide fire equipment response to alarms of fire or other emergencies to the San Bernardino County Fire Protection District where the San Bernardino County Fire Protection District requests such assistance, at no cost.

This response will be commensurate with the scope of the emergency involved and to the extent that limitations of forces available at the time of the occurrence will permit.

b. In the event Marine Corps Logistics Base, Barstow Emergency Communications Center receives an alarm of fire or other emergency call involving non-Marine Corps property, the alarm will be immediately relayed to the San Bernardino County Fire Protection District Emergency Communications Center.

2. San Bernardino County Fire Protection District

a. San Bernardino County Fire Protection District agrees to provide fire equipment response to alarms of fire or other emergencies to the Marine Corps Logistics Base, Barstow or to other military or defense establishments, protected by the Marine Corps Logistics Base, Barstow, at no cost when such assistance is requested by the Marine Corps Logistics Base, Barstow. This response will be commensurate with the scope of the emergency involved and to the extent that limitations of forces available at the time of the occurrence will permit.

b. In the event the San Bernardino County Fire Protection District Emergency Communications Center receives an alarm of fire or other emergency call involving government property in the Marine Corps Logistics Base, Barstow area, the alarm will be immediately relayed to the Marine Corps Logistics Base, Barstow Emergency Communications Center.

3. Whenever the senior officer of the San Bernardino County Fire Protection District or The Marine Corps Logistics Base, Barstow determines it would be advisable to request emergency assistance, the senior officer on duty at the F&ES Department receiving the request shall take the following action:

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a. Immediately determine if the requested apparatus and personnel are available to respond to the request, and

b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent, with instructions as to their mission.

4. The Fire Chiefs of the respective F&ES Departments will formulate detailed response plans, to include automatic dispatching of mutual aid resources on first alarms, where appropriate. Operating Plan (Attachment A) approved by the Fire Chiefs is attached hereto and incorporated herein by this reference. The Operating Plan may be amended with the approval of Fire Chiefs of the respective F&ES Departments without an amendment to this agreement.

5. The rendering of assistance under the terms of this agreement shall not be mandatory; however, the party receiving the request for assistance shall immediately inform the requesting service if assistance will not be rendered.

6. Each Party agrees to be responsible and defend against claims arising out of their respective actions. Neither party will be responsible for claims arising from or relating to the performance or omissions of the other. In the event that San Bernardino County Fire Protection District and Marine Corps Logistics Base, Barstow are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective actions performed under this agreement, San Bernardino County Fire Protection District and or Marine Corps Logistics Base, Barstow shall be responsible to the extent of its comparative fault. At no time shall the employees of one party be considered the employees of the other.

7. The senior officer of the FE&S Department that is requesting service shall assume full command of the incident. However, under procedures agreed to by the senior officers of the F&ES Departments involved, a senior officer of the department furnishing the assistance may assume full command of the incident.

8. All officers and personnel of the F&ES Departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-incident planning inspections, drills and training.

9. Disputes – Unresolvable differences concerning this mutual aid agreement shall be elevated for resolution through each party's chain of command to the signatories.

10. Recitals – The recitals are incorporated into the Agreement by this reference.

11. Assignment – Any assignment of this agreement must be approved by all parties.

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II. TERM OF AGREEMENT

This agreement shall become effective on the date of the last signature to the agreement and will continue for a period of ten years from the effective date or until intent to terminate is declared by either party, whichever occurs first. Notification of the intention of either party to terminate the Agreement prior to that date will be in the form of a written submission to the other party at least 180 days in advance of the proposed date of termination. Failure by either party to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement. The non-breaching party may terminate this agreement immediately after providing the other party a reasonable opportunity to cure the breach.

III. EXECUTION OF AGREEMENT

This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart 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, the parties hereto have executed this agreement at Barstow, California on the day and year first above written.

\_\_\_\_\_  
CURT HAGMAN  
CHAIRMAN  
BOARD OF DIRECTORS  
San Bernardino County Fire Protection District

\_\_\_\_\_  
G. B. PACE  
Commanding Officer  
Marine Corps Logistics Base, Barstow

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL BY:

\_\_\_\_\_  
D. R. MUNSEY  
Fire Chief/Fire Warden  
San Bernardino County Fire Protection District

\_\_\_\_\_  
P. A. PURDY  
Fire Chief  
Marine Corps Logistics Base, Barstow

Date: \_\_\_\_\_

Date: \_\_\_\_\_