

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

22-859

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey
909-387-5779

Contractor

United States Department of the
Navy, through the United States
Marine Corps Logistics Base in
Barstow

Contractor Representative
Telephone Number

Contract Term

10 years from Effective Date

Original Contract Amount

N/A

Amendment Amount

Total Contract Amount

Cost Center

Briefly describe the general nature of the contract: *This is to approve a non-financial mutual aid agreement with the United States Department of the Navy, through the United States Marine Corps Logistics Base in Barstow that supersedes Agreement No. 16-190, and is for mutual assistance on fire, rescue, emergency medical services, and response to hazardous materials incidents, for a period of 10 years effective upon execution by both parties.*

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Scott Runyan, Principal Assistant County Counsel

Date 9/1/22

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

Date



UNITED STATES MARINE CORPS
MARINE CORPS LOGISTICS BASE FIRE & EMERGENCY SERVICES
BARSTOW, CALIFORNIA 92311-5000

MEMORANDUM for RECORD

Military regulations require mutual aid agreement between MCLB Barstow Fire & Emergency Services and local Fire Agencies to be reviewed annually. The Fire Chief or his Designee will conduct an annual review.

MCLB Barstow F&ES agrees to provide fire equipment response to alarms of fire or other emergencies to the (Municipality/State Agency/ Federal Agency) where the (Municipal/State Agency/Federal Agency) F&ES Department requests such assistance, at no cost when such assistance is requested by the (Municipality/State Agency/Federal Agency) F&ES Department.

The (Municipality/State Agency/Federal Agency) agrees to provide fire equipment response to alarms of fire or other emergencies to the MCLB Barstow F&ES Department, at no cost when such assistance is requested.

In accordance with this agreement, I attest that I have reviewed the current agreement and that no changes are necessary at this time. All clauses in the agreement remain in full force and effect as of this date or until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

Organization: SBCo F&ES

Title: Fire Chief Interim Deputy Chief

Signature: 
Scott Tuttle

Date: January 17, 2023

For MCLB Fire & Emergency Services

Paul A. Purdy

Paul A. Purdy
Fire Chief
Barstow, Ca 92311



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

MCLB BARSTOW
11320
B440
NOV 21 2022

SBC FPD
11320
NOV 14 2022

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 21 day of NOV, 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

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

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:

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

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.

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

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: SEP 13 2022

Date: NOV 21 2022

RECOMMENDED FOR APPROVAL BY:



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

PURDY.PAUL.A Digitally signed by
PURDY.PAUL.A.JR.1231814805
.JR.1231814805 Date: 2022.07.25 11:02:31 -07'00'

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

Date: 01-17-23

Date: 07/25/2022

OPERATING PLAN
Between
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
And
U.S. MARINE CORPS, LOGISTICS, BASE, BARSTOW FIRE DISTRICT DIVISION
Attachment A

1. **Purpose.** The purpose of this Operating Plan is to define the process for implementing the Automatic/Mutual Aid Agreement. The Plan consists of five (6) components:

- a. Incident Notification Procedures
- b. Automatic Aid Response Area
- c. Incident Communications
- d. Incident Management
- e. Firefighter Safety and Accountability in hazardous Environments
- f. Emergency Equipment and Personnel

2. **Incident Notification Procedures.** In order to ensure immediate and rapid notification, all 9-1-1 calls in the Automatic Aid Area will generate direct notification from Country Communications to the MCLB, Barstow.

3. **Automatic Aid Response Areas.** The responding automatic aid engine companies will be included in the Fire Station Order (FSO) lists for each Fire Demand Zone (FDZ) serving the following areas:

- a. Highway 58 west to Hinkley Road
- b. Interstate 15 north to Basin Road
- c. Interstate 15 south to Hodge Road
- d. Highway 247 south to Slash X
- e. Fort Irwin Road to the north side of Jackhammer Pass
- f. Highway 40 east to Hector Road

4. **Incident Communications.** All resources will be dispatched to the incident on the standard 800 Mhz County Talk Group. Upon arrival at the incident all resources will switch to the jurisdictional agency's frequency or the assigned incident tactical channel.

5. **Incident Management.** All incidents will be managed under the Incident Command System (ICS). The first arriving Officer will be assume command, including the direction of all personnel and resources assigned to the incident, until relieved by the first arriving Chief Officer, regardless of jurisdiction. The intent is to establish Command as soon as possible on every incident. It is recognized however that some circumstances may dictate that tactical necessities take precedent over the establishment of command. In these instances command will automatically transfer to and be established by the next arriving unit. Final incident command will be assumed by the Company Officer or Chief Officer with jurisdictional responsibility. All

**OPERATING PLAN BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND MARINE CORPS FIRE DEPARTMENT**

resource orders or requests must be made through and approved by the Chief Officer with jurisdictional responsibility.

6. Firefighter Safety and Accountability in Hazardous Environments. All Incident Commanders shall be responsible for:

a. Maintaining a Personnel Accountability System (P.A.S.) at every Immediately Dangerous to Life or Health (IDLH) incident based on Unity of Command and Company Unity.

b. Ensure a written P.A.S. Roster is used at all working incidents under ILH conditions.

c. Ensuring compliance with "2 in -2 out" Rule established by the NFPA, OSHA, and Cal/OSHA.

d. Establishing at least one Standby Crew on all IDLH incidents.

e. Immediately implementing "Rapid Intervention" operations whenever a "Firefighter Down" situation is reported.

f. Developing an Incident Action Plan (IAP) and formulating strategic priorities.

g. Demobilization of Standby or Rapid Intervention Crews, when crews are no longer exposed to IDLH conditions.

7. Emergency Equipment and Personnel:

a. San Bernardino County Fire Protection District will provide equipment and supervisory personnel as requested to the MCLB including but not limited to:

- (1) Sta. 52 Equipment-E-52, BP-52
- (2) Sta. 56 Equipment-E-556, WT-56, BP-56
- (3) Sta. 4 Equipment- E-4, BE-4, BP-4
- (4) Duty Chief Officer

b. Marine Corps will provide equipment and supervisory personnel as requested to the San Bernardino County Fire Protection District including but not limited to:

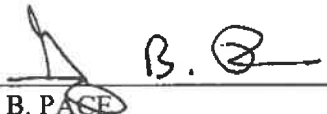
- (1) Sta. 401 Equipment- E-401, E-401A, R-401, Amb-401
- (2) Sta. 402 Equipment- E-402, E-402A, U-402, HazMat-402, Amb-402
- (3) Duty Chief Officer

OPERATING PLAN BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND MARINE CORPS FIRE DEPARTMENT



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

01.17.23
Date



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

NOV 21 2022
Date