

**AGREEMENT FOR FIRE PROTECTION
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
KERN COUNTY FIRE DEPARTMENT**

This Agreement is made and entered into this ____ day of _____, 2020, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, hereinafter referred to as "Kern County," and the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, also a political subdivision of the State of California, hereinafter referred to as "SBCFPD."

WITNESSETH:

Whereas, SBCFPD desires to provide extended fire protection services for the unincorporated territory located immediately adjacent to the Kern County line in that SBCFPD area designated as "Western San Bernardino County," as described in Exhibit "A;" and

Whereas, California Government Code Section 55632 authorizes a local agency to contract with any neighboring local agency for the furnishing of fire protection services to such other local agency; and

Whereas, it is the intent of the parties hereto that Kern County provide fire protection services for the herein described area of SBCFPD, and SBCFPD shall pay Kern County for said services.

NOW THEREFORE, it is AGREED as follows:

1. **SERVICES PROVIDED**

A. Kern County will provide coverage to the Designated Agreement Area of "Western San Bernardino County," as depicted in Exhibit "A," at a minimum service level equivalent to Type-2 Engines, as defined by FIRESCOPE, and from the following Stations:

1. Station 17, currently located at 26965 Cote Street, in Boron, CA.
2. Station 74, currently located at 139 East Las Flores, in Ridgecrest, CA;
3. Station 75, currently located at 26804 Butte Ave., in Randsburg, CA; and
4. Station 77, currently located at 815 West Dolphin Ave., in Ridgecrest, CA

B. Fire personnel assigned will be comparably equipped and trained as other like positions within the Kern County Fire Department.

C. Should, for any reason, Station 17 (Boron), Station 75 (Randsburg), and/or Station 74 (Ridgecrest) and Station 77 (Ridgecrest) be without coverage for two or more hours, Kern County Dispatch shall advise SBCFPD Dispatch. Once coverage is restored, Kern County Dispatch shall advise SBCFPD Dispatch.

D. Kern County shall, during the terms of this Agreement, furnish to the Designated Agreement Area, initial response resources in accordance with a detailed Annual Operating Plan developed by the respective agency representatives, attached hereto as "Exhibit B," and herein referred to as "Annual Operating Plan" (AOP).

E. Requests for additional resources shall be transmitted to SBCFPD, who shall retain Unified Ordering Point responsibility. Any additional resources provided by Kern County beyond those designated within the AOP, shall be requested and/or approved by SBCFPD.

F. Both Kern County and SBCFPD will provide communication plans hereto attached as "Exhibit C" of the AOP.

2. COMPENSATION: SBCFPD will compensate KERN COUNTY for the performance of duties under this Agreement as follows:

A. The total compensation for the first twelve-month period of this Agreement, beginning on July 1, 2020, is \$868,876.

B. The total compensation for the second twelve-month period of this Agreement shall be the amount of the compensation in Year 1, increased by three percent (3%) to \$894,942.

C. The total compensation for the third twelve-month period of this Agreement shall be the amount of compensation in Year 2, increased by three percent (3%) to \$921,790.

D. The total compensation for the fourth twelve-month period of this Agreement shall be the amount of compensation in Year 3, increased by three percent (3%) to \$949,444.

E. The total compensation for the fifth twelve-month period of this Agreement shall be the amount of compensation in Year 4, increased by three percent (3%) to \$977,928.

F. Additional Kern County resources (beyond those designated within the AOP), as requested and/or approved by SBCFPD in accordance with Section 1 SERVICES PROVIDED herein, shall be treated as "Assistance by Hire" resources reimbursed at California Fire Assistance Agreement (CFAA) rates. Reimbursement to Kern County for these additional resources shall be determined according to Kern County Fire Department annual billing rates on file with California Office of Emergency Services (CAL OES).

G. Billing for fire protection services provided by Kern County will be accomplished according to the following:

1) In consideration of the covenants contained herein, SBCFPD shall pay to Kern County the costs specified herein in Section 2 COMPENSATION (A-H), over the term of the Agreement. Kern County Fire Department shall, within thirty days of the beginning of each calendar year quarter, invoice SBCFPD on a quarterly

basis for one fourth of the fiscal year amount specified in this Agreement.

2) "Assistance by Hire" costs for additional resources requested by SBCFPD will also be determined using CFAA rates and added to each quarterly invoice.

3) Kern County will prepare an invoice detailing such costs. SBCFPD will process payment of the invoice within thirty (30) days of receipt.

4) Upon termination of this Agreement, Kern County shall promptly determine SBCFPD's unpaid costs for services provided hereunder and provide a final billing statement, which SBCFPD shall pay within thirty (30) days of receipt.

H. Kern County shall be responsible for all expenses attributable to normal wear and tear of Kern County equipment used in performing services for SBCFPD. Extraordinary repairs or replacement of equipment expenses incurred by Kern County and associated with emergency activity within SBCFPD shall be reimbursed by SBCFPD to Kern County as negotiated between the authorized representatives of the respective agencies.

3. TERM OF AGREEMENT: This agreement shall become effective July 1, 2020, and shall remain in full force and effect until June 30, 2025, or cancelled by mutual agreement of the parties hereto or by written notice by one party to the other parties giving one year (365 days) notice of cancellation. Notice of cancellation shall be mailed to the following addresses:

Kern County Fire Department
David Witt, Fire Chief
5642 Victor Street
Bakersfield, CA 93308

San Bernardino County Fire Protection District
Daniel R. Munsey, Fire Chief/Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

4. MODIFICATIONS TO AGREEMENT: A review of the Agreement terms may be initiated at any time by either party, upon written notice to the other, and modifications made to this Agreement upon written consent of both parties, which consent shall not be unreasonably withheld or delayed. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and to any proposed modifications to this Agreement.

This Agreement may be modified with 90 days' notice only in writing and with the approval of both Kern County and SBCFPD.

5. EMPLOYEE STATUS/WORKERS' COMPENSATION: It is expressly understood that in the performance of the services herein provided for, Kern County shall be, and is, an independent contractor and is not an agent or employee of SBCFPD. Kern County has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, assignment, compensation and discharge of all persons employed by Kern County and assisting in the performance of services hereunder. Kern County shall be solely responsible for all matters relating to the payment of its employees including compliance with social security, workers' compensation, withholding, and all regulations governing such matters.

6. ANNUAL OPERATING PLAN: The parties hereto agree to jointly develop and annually review an Annual Operating Plan (AOP) which will become part of this Agreement as

Exhibit "B". The AOP will describe the fire organization of Kern County and identify initial attack response resources. The Fire Chief of each agency is hereby authorized to approve the AOP and any amendments thereto.

7. INDEMNIFICATION

A. Neither party will be liable to the other party for any damage, liability claim or cause of action for damage to, or destruction of, property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents, and employees.

B. SBCFPD agrees to indemnify, hold harmless and defend (upon written request of Kern County) Kern County, its officers, employees and agents from any and all loss, damage, liability claim or cause of action of every nature whatsoever for physical damage to or destruction of property, including the property of Kern County or physical injury to or death of any person, including Kern County's officers, employees, and agents, which may arise out of any negligent act or omission of SBCFPD, its officers, employees, or agents.

C. Kern County agrees to indemnify, hold harmless, and defend (upon written request of SBCFPD) SBCFPD, its officers, employees and agents from any and all loss, damage, liability, claim or cause of action of every nature whatsoever for physical injury to or death of any person, including the officers, employees, and agents of SBCFPD, which may arise out of any negligent act or omission of Kern County, its officers, employees, or agents.

D. The party against whom any claim arising from this Agreement is filed will give prompt notice of the filing of the claim to the other party.

7.1 Insurance

Both parties represent that they are self-insured for all exposure including bodily injury and property damage. Both parties agree to provide proof of self-insurance upon demand to include coverage above any self-insured retention

8. COUNTY RECORDS: At any time during normal business hours, upon request of SBCFPD, Kern County will make available to SBCFPD for examination, all of its existing records with respect to matters covered by this Agreement for purposes of audit, examination, or to make copies of such records, exclusive of confidential personnel files.

9. WAIVER: No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time-to-time, any provision of this agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity.

10. PARTIAL INVALIDITY: Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

11. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement will be of no force or effect excepting a subsequent modification in writing, signed by both parties.

12. NOTICES: All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

Kern County Fire Department
David Witt, Fire Chief
5642 Victor Street
Bakersfield, CA 93308

San Bernardino County Fire Protection District
Daniel R. Munsey, Fire Chief/ Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

IN WITNESS WHEREOF, Kern County and SBCFPD have caused this Agreement to be executed by their authorized agents.

APPROVED AS TO CONTENT:

KERN COUNTY FIRE DEPARTMENT

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

David Witt
Fire Chief &
Director of Emergency Services

Daniel R. Munsey
Fire Chief/Fire Warden

APPROVED AS TO FORM:

Gurujodha S. Khalsa
Chief Deputy

Carol Greene
SBCFPD Deputy County Counsel

APPROVED:

Chairman
Kern County Board of Supervisors

Curt Hagman, Chairman
San Bernardino County Board of Supervisors

**SAN BERNARDINO COUNTY/KERN COUNTY
AGREEMENT FOR FIRE PROTECTION
WESTERN SAN BERNARDINO COUNTY**

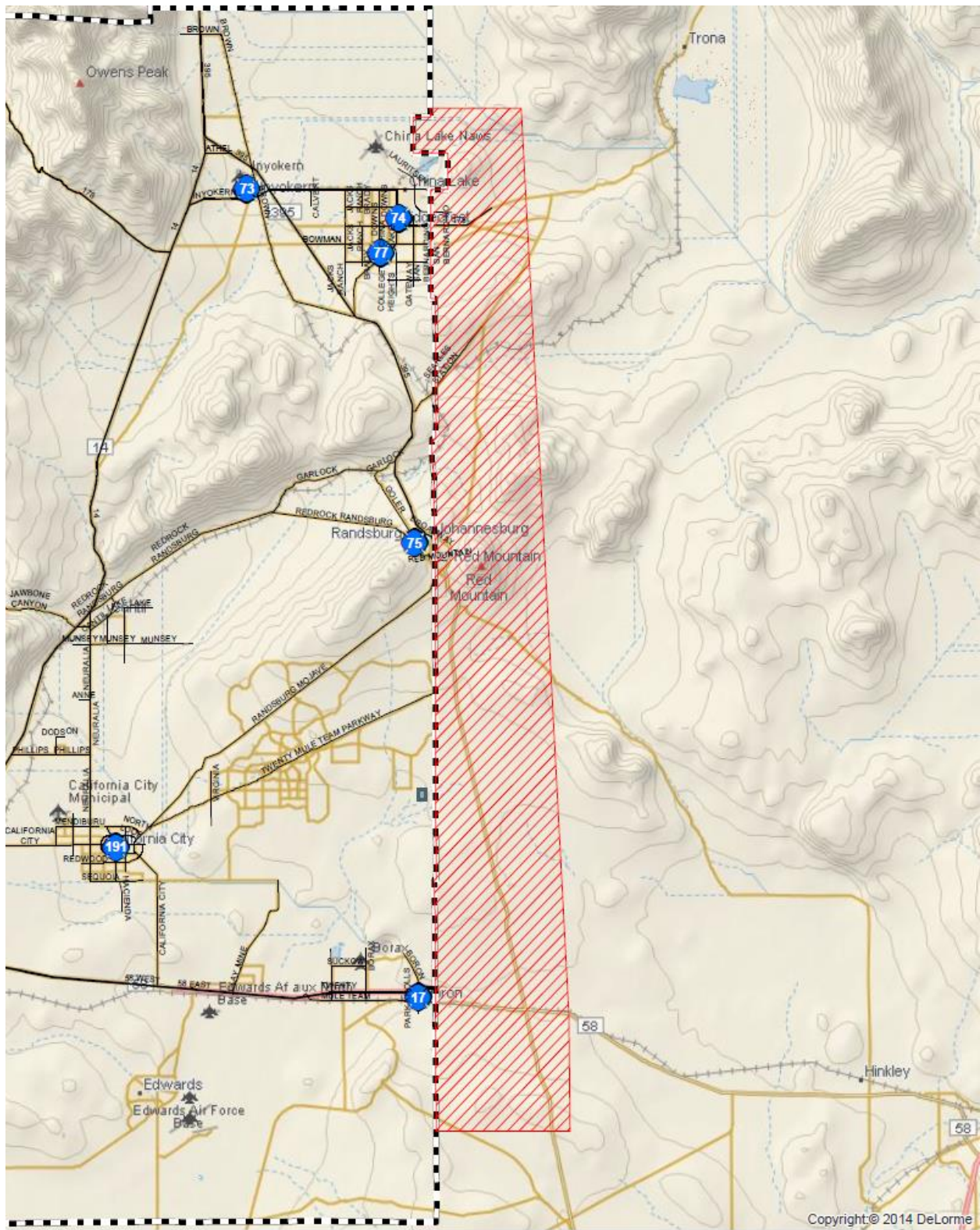
Exhibit "A"

DESIGNATED AGREEMENT AREA




The contract area within San Bernardino County and covered by Kern County resources shall include lands along the eastern boundary of Kern County, except those under the jurisdiction of the Bureau of Land Management, according to the following description:

- Extending eastward from the Kern County line approximately five (5) miles on the Northern boundary and eight (8) miles on the Southern boundary.
- The Northern boundary shall be approximately five (5) miles north of Hwy 178.
- The Southern boundary shall be approximately six and a half (6.5) miles south of Hwy 58.

The contract area shall become the jurisdictional responsibility of Kern County Fire Stations 17 (Boron), 74 (Ridgecrest), 77 (Ridgecrest Heights), and 75 (Randsburg) with respect to emergency response and incident documentation.



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-  Fire Stations
-  Proposed Contract
-  Kern County



**SAN BERNARDINO COUNTY/KERN COUNTY
AGREEMENT FOR FIRE PROTECTION
WESTERN SAN BERNARDINO COUNTY**

Exhibit "B"

ANNUAL OPERATING PLAN
FY2020/21

I. INCIDENT RESPONSE: San Bernardino County Fire Protection District (BDC) will retain Unified Ordering Point responsibility and will process/approve all requests from Kern County (KRN) for additional resources. Per the Agreement, if BDC resources are unavailable and additional KRN resources are requested by BDC, beyond those stipulated in the agreement and listed in this AOP, resources must be approved by the KRN Duty Chief and will be billed as "Assistance by Hire" (ABH). The "Closest Resources" concept shall be utilized to fill initial action responses utilizing KRN Stations 17, 74, 75, and 77 whenever available.

A. Structure Fire:

1st Alarm:

KRN – Two Engines and one Battalion Chief

BDC – One Engine and one Battalion Chief

Additional Alarms:

KRN – All additional resource requests must be approved by both KERN and BDC Duty Chiefs and will be paid ABH.

BDC – Three Engines, one Battalion Chief and logistical support

B. Vehicle & Other Fires (non-wildland):

Automobile:

KRN – One Engine, with notification of KRN Battalion Chief

BDC – Notification to BDC Dispatch.

Motorhomes & Semi-Truck/Trailers

KRN - Two Engines, with notification and/or response of Battalion Chief.

BDC - One Engine and Battalion Chief

Other Fires (non-wildland)

KRN - One Engine, with notification of Battalion Chief

BDC – Notification to BDC Dispatch

C. EMS – Medical Aid:

KRN - One Engine, with notification of Battalion Chief

Ambulance Response – Closest ambulance (from Kern County if closer)

D. EMS – Rescue/Extrication:

Traffic Collision

KRN - Two Engines with notification and/or response of Battalion Chief

BDC – Notification to BDC Dispatch.

Rescue –

KRN – Two Engines and one Battalion Chief

BDC – One Engine with notification to Battalion Chief.

Technical Rescue –

KRN – Two Engines and one Battalion Chief

BDC – One Engine and one Battalion Chief

Additional specialized equipment from Kern with BDC and KRN Duty Chief approvals (USAR, Heavy Rescue, etc.) to be paid ABH.

Ambulance Response – Closest ambulance (from Kern County if closer)

Air Ambulance – Kern will use closest air resources and Kern procedures if aircraft are within Kern County.

E. Hazardous Materials:

KRN – One Engine and one Battalion Chief

BDC – One Engine and one Haz-Mat Team

Additional specialized equipment from KRN with BDC and KRN Duty Chief approvals Haz-Mat Team, etc.) to be paid ABH.

F. Wildland Fires

KRN – Two Engines (Type 2 or Type 3), one Type 6, one Battalion Chief

BDC – One Engine (Type 2 or Type 3), one Battalion Chief

Additional specialized resources from KRN with BDC and KRN Duty Chief approvals (Helicopters, Crews, Dozers, etc.) to be paid ABH.

II. INCIDENT COMMUNICATIONS:

Incident communications shall be utilized according to the radio plan (217A) as listed in Exhibit “C”

- A. Incidents within the contract area will operate on assigned KRN frequencies. KRN 27 will be patched by Kern County ECC to assigned KRN Command so incoming BDC units and Comm Center can communicate with KRN. BDC Channels may be used if KRN channels are committed or when BDC takes IC of the incident.

- B. Tactical Channels: Non-Wildland responses will use a primary tactical of either KRN TAC V2, KRN TAC V3, or KRN TAC V5 and alternate tactical will be KRN TAC V16. For Wildland responses the primary tactical will be VFIRE23, alternate VFIRE22. If a water dropping helicopter is requested and approved for a wildland incident, the Air to Ground frequency for the designated ordering point will be used. (i.e. KRN A/G, BDC A/G) When using helicopters for medical transport CALCORD will be used for coordination.

III. INCIDENT COMMAND: As resources arrive and command responsibility is transferred, the role of Incident Commander (IC) will progress through the following succession:

- A. First-in KRN Company Officer
- B. First-in KRN Chief Officer
- C. First-arriving BDC Chief Officer

Unified Command will be utilized as necessary and appropriate for incidents immediately adjacent to County lines.

IV. CAUSE DETERMINATION AND INVESTIGATION: The IC will conduct initial cause-determination investigations. Follow-up incident investigations will be conducted by BDC if accidental cause cannot be determined, or if criminal or civil violations are suspected. Any criminal restitution or civil cost recovery shall be BDC's responsibility, following payment/reimbursement for KRN resources where indicated.

V. INCIDENT DOCUMENTATION: KRN ECC will email the Incident History CAD printout to BDC dispatch upon completion of the initial dispatch.

The responding Company Officer will complete the necessary FIRE RMS (meets NFIRS requirements) incident report for incidents occurring within the Agreement Area. Copies of FIRE RMS reports will be provided with each "Assistance by Hire" invoice included in the Quarterly billing.

VI. ESTIMATED ANNUAL COST: Costs for FY2020/21, in accordance with Section 2 "COMPENSATION" of the Agreement are estimated as follows:

FY 2020/21
BDC Allocated Cost\$868,876

VII. BILLING RATES: KERN COUNTY Assistance for Hire Billing Rates shall be on file with CAL OES. These rates will be used for calculating any additional costs in accordance with Section 2 "COMPENSATION" of the Agreement, to which this ANNUAL OPERATING PLAN is attached.

VIII. QUARTERLY INVOICES: KRN will prepare a quarterly invoice by the 15th of the month following the beginning of each quarter of the fiscal year. This invoice will itemize one quarter of the Total Annual Cost rate for the fiscal year, as well as any additional "Assistance by Hire" resources assigned during the quarter. "Assistance by Hire" charges will be itemized by incident, including Incident Number, Date, Call-Time, Resource call sign, and duration of

assignment in hours (to 1/10th of an hour).

In accordance with the Agreement, BDC will have 30 days to review the invoice and make payment to KRN.

This Operating Plan has been approved by the following and is authorized as Exhibit "B" to the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT/KERN COUNTY FIRE PROTECTION AGREEMENT for Western San Bernardino County.

David Witt, Fire Chief
Kern County Fire Department

Date

Daniel R. Munsey, Fire Chief/Fire Warden
San Bernardino County Fire Department

Date

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT/KERN COUNTY
AGREEMENT FOR FIRE PROTECTION
WESTERN SAN BERNARDINO COUNTY**

Exhibit "C"

**COMMUNICATIONS PLAN
FY2020-21**

KRN - BDC Frequency Availability 217A										
	Channel Config.	Name	USE	RX	RX Tone	TX	TX Tone	Band	Mode	Remarks
1	Repeater Pair	KRN 1	KRN Fire	153.7850	167.9	158.8950	167.9	N	A	"ECC" Kern Dispatch
2	Repeater Pair	KRN 2	KRN Fire	155.8800	167.9	158.9400	131.8	N	A	Emergency Channel/Back Up Dispatch
3	Simplex	TAC V2	KRN Fire	151.4750	167.9	151.4750	167.9	N	A	KRN 2 Tactical
4	Repeater Pair	KRN 3	KRN Fire	155.6250	167.9	158.8500	167.9	N	A	Countywide Command
5	Simplex	TAC V3	KRN Fire	151.4525	167.9	151.4525	167.9	N	A	KRN 3 Tactical
6	Repeater Pair	KRN 5	KRN Fire	151.1000	167.9	156.9900	167.9	N	A	East CMD / Batt. 1 & 7
7	Simplex	TAC V5	KRN Fire	154.0850	167.9	154.0850	167.9	N	A	KRN 5 Tactical
8	Simplex	TAC V16	KRN Fire	155.7000	167.9	155.7000	167.9	N	A	OPS Tactical Channel
9	Simplex	KRN A/G	KRN Fire	154.8900	167.9	154.8900	167.9	N	A	KRN Air to Ground
10	Repeater Pair	KRN 27	KRN Fire	153.9950	167.9	158.7750	167.9	N	A	Hwy 395 Repeater
11	Repeater Pair	BDC V1	BDC Fire	151.1450	167.9	154.055	OST	N	A	Barstow Hwy 58 Tone 1
12	Repeater Pair	BDC V2	BDC Fire	159.1200	167.9	156.0600	OST	N	A	El Paso Pk Tone 2
13	Repeater Pair	BDC V3	BDC Fire	151.1525	167.9	158.8875	OST	N	A	Trona Tone 2, Victorville Tone 7
14	Simplex	BDC V15	BDC Fire	153.8300	167.9	153.8300	167.9	N	A	BDC Countywide TAC
15	Simplex	BDC V16	BDC Fire	154.7325	167.9	154.7325	167.9	N	A	BDC Countywide TAC
16	Simplex	BDC A/G	BDC Fire	153.9650	167.9	153.9650	167.9	N	A	BDC Air to Ground
17	Simplex	VFIRE23	Fire	154.2950	156.7	154.2950	156.7	N	A	Fire Interop. Tactical
18	Simplex	VFIRE22	Fire	154.2650	156.7	154.2650	156.7	N	A	Fire Interop. Tactical
19	Simplex	CALCORD	Medical	156.0750		156.0750	156.7	N	A	Medical Helicopter Coordination

Both BDC and KRN agree to using the following frequencies