

Contract Number

20-542

SAP Number

## San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	387-5779
Contractor	Buckskin Fire District
Contractor Representative	Troy Maloney
Telephone Number	928-368-7730
Contract Term	7/1/20 – 6/30/25
Original Contract Amount	\$250,000 (\$50,000 per year)
Amendment Amount	
Total Contract Amount	\$250,000
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.)*

### FIRE PROTECTION SERVICES AGREEMENT BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND BUCKSKIN FIRE DISTRICT

This Agreement is made and entered into by and between San Bernardino County Fire Protection District, (hereinafter referred to as "SBCFPD"), located in the State of California, and the neighboring Buckskin Fire District, located in the State of Arizona (hereinafter to as "BFD").

WHEREAS, both SBCFPD and BFD provide fire protection and advanced life support ("ALS") paramedic services within their respective jurisdictions; and,

WHEREAS, both SBCFPD and BFD desire that BFD provide fire protection and ALS paramedic services (sometimes collectively referred to as "Services") for the unincorporated territory located immediately adjacent to the State of Arizona line in the SBCFPD area designated as "Eastern San Bernardino County", as described in Exhibit "A," attached hereto and incorporated herein by this reference; and,

WHEREAS, California Government Code section 55632 authorizes SBCFPD to contract with any neighboring local agency, including BFD, for the furnishing of fire protection services to SBCFPD; and,

WHEREAS, California Government Code section 6500 et seq. and Arizona Revised Statutes 11-951 et seq. authorize SBCFPD and BFD to enter into an agreement to jointly exercise any powers common to the parties; and,

WHEREAS, it is the intent of the parties hereto that pursuant to the above-cited authorities, BFD provides Services for the herein described area of SBCFPD, and SBCFPD shall pay BFD for said services subject to the terms and conditions contained herein.

NOW, THEREFORE, it is agreed as follows:

1. SERVICES PROVIDED:

- A. BFD will provide Services on a 24-hour/seven day-a-week basis to the area of "Eastern San Bernardino County," as depicted in Exhibit "A," ("Designated Service Area") at a minimum service level equivalent to Type-2 Engines, as defined by Cal OES FIREScope.
- B. BFD Fire personnel assigned to provide Services under this Agreement will be comparably equipped and trained as other like positions within BFD.
- C. Should, for any reason, BFD be without coverage for two or more hours, BFD Dispatch shall advise SBCFPD Dispatch. Once coverage is restored, BFD Dispatch shall advise SBCFPD Dispatch.
- D. BFD shall, during the terms of this Agreement, furnish to the Designated Agreement Area, initial response resources in accordance with a detailed Annual Operating Plan (AOP) developed by the respective agency representatives, attached hereto as Exhibit "B," and herein referred to as "Annual Operating Plan" (AOP) and described further in Paragraph 6 of this Agreement.
- E. Requests for additional resources shall be transmitted to SBCFPD, who shall retain Unified Ordering Point responsibility. Any additional resources provided by BFD beyond those designated within the AOP, shall be requested and/or approved by SBCFPD.
- F. BFD shall submit during the term of this Agreement to SBCFPD a yearly report that summarizes all Services provided to SBCFPD under this Agreement. The yearly report will not include protected health information.

2. PAYMENT: SBCFPD shall pay the lump sum amount of \$50,000 for each SBCFPD fiscal year of Services provided by BFD during the term of this Agreement. Payment by SBCFPD to BFD shall be made semi-annually on or before August 31<sup>st</sup> and January 31<sup>th</sup> of each year. BFD may give notice to SBCFPD by February 1<sup>st</sup> of each SBCFPD fiscal year of anticipated increased costs to be incurred by BFD in the upcoming SBCFPD fiscal year in providing the Services pursuant to this Agreement, and this Agreement may be amended by SBCFPD and BFD to reflect the increased costs to BFD, with any such amendment to be effective the date upon approval by both parties. SBCFPD shall have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by BFD with no liability to SBCFPD to pay those increased costs.

- A. Following the initial contract year and pursuant to the amendment process described in this Paragraph 2, personnel, labor, and benefit costs may be adjusted annually consistent with BFD fire personnel MOUs (Memorandum of Understanding); while all other non-personnel type budget costs may adjust annually to allow for a cost-of-living adjustment (COLA) based on the Riverside-San Bernardino-Ontario, CA CPI-U. The preceding January through December CPI-U period shall be used when determining the adjustment but shall not exceed four (4) percent or fall below two (2) percent. Pursuant to the amendment process described in this Paragraph 2, administrative costs related to the execution of this contract may be adjusted annually and such costs should not exceed 4%.

B. BFD shall accept all payments from SBCFPD via electronic funds transfer (EFT) directly deposited into BFD's designated checking or other bank account. BFD shall promptly comply with directions and accurately complete forms provided by SBCFPD required to process EFT payments.

3. TERM OF AGREEMENT: This agreement shall become effective July 1, 2020, and shall remain in full force and effect until June 30, 2025, unless it is: a) 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; b) terminated pursuant to Paragraphs 2 or 21; or c) terminated pursuant to the Arizona Revised Statutes section 38-511, cited below. Notice of cancellation shall be mailed to the addresses identified in Paragraph 12 of this Agreement.

BFD may cancel this Agreement pursuant to the provisions of Arizona Revised Statutes section 38-511, which the parties agree section 38-511 shall be applicable, notwithstanding the provisions of Sections 13 and 14 (applying California law and California venue).

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. 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 BFD and SBCFPD, through SBCFPD's Board of Directors.

5. EMPLOYEE STATUS/WORKERS' COMPENSATION: It is expressly understood that in the performance of the Services herein provided for, BFD shall be, and is, an independent contractor and is not an agent or employee of SBCFPD. BFD 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 BFD and assisting in the performance of Services hereunder. BFD 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 BFD 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:  
BFD agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from BFD's negligent acts or omissions which arise from BFD's performance of its obligations under this Agreement.

SBCFPD agrees to indemnify, defend (with counsel reasonably approved by BFD), and hold harmless BFD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from SBCFPD's negligent acts or omissions which arise from SBCFPD's performance of its obligations under this Agreement.

In the event BFD and/or the SBCFPD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, BFD and/or SBCFPD shall indemnify the other to the extent of its comparative fault.

8. INSURANCE:

A. Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SBCFPD and its officers, employees,

agents and volunteers as additional insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SBCFPD to vicarious liability but shall allow coverage for SBCFPD to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**B. Waiver of Subrogation Rights**

BFD shall require the carriers of required coverages to waive all rights of subrogation against SBCFPD, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit BFD and BFD's employees or agents from waiving the right of subrogation prior to a loss or claim. BFD hereby waives all rights of subrogation against SBCFPD.

**C. Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SBCFPD.

**D. Severability of Interests**

BFD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between BFD and SBCFPD or between SBCFPD and any other insured or additional insured under the policy.

**E. Proof of Coverage**

BFD shall furnish Certificates of Insurance to the SBCFPD Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and BFD shall maintain such insurance from the time BFD commences performance of Services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, BFD shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**F. Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G. Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**H. Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, SBCFPD has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by SBCFPD will be promptly reimbursed by BFD or SBCFPD payments to BFD will be reduced to pay for SBCFPD purchased insurance.

**I. Insurance Review**

Insurance requirements are subject to periodic review by SBCFPD. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of SBCFPD. In addition, if the Department of Risk Management determines that heretofore

unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against SBCFPD, inflation, or any other item reasonably related to SBCFPD's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. BFD agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCFPD to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCFPD.

- J. BFD agrees to provide insurance set forth in accordance with the requirements herein. If BFD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, BFD agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, BFD shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of BFD and all risks to such persons under this contract.

If BFD has no employees, it may certify or warrant to SBCFPD that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by SBCFPD's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- ii. Commercial/General Liability Insurance – BFD shall carry General Liability Insurance covering all operations performed by or on behalf of BFD providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If BFD is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If BFD owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## 9. BFD RECORDS:

BFD shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to BFD’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

SBCFPD, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of BFD in the delivery of Services provided under this Contract. BFD shall give full cooperation, in any auditing or monitoring conducted. BFD shall cooperate with SBCFPD in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by SBCFPD.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by SBCFPD representatives for a period of three years after final payment under this Contract or until all pending SBCFPD, State and Federal audits are completed, whichever is later.

- 10. 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.
- 11. 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.

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:
- |  |   |
|--|---|
| <b>Buckskin Fire District</b><br>Attn: Fire Chief<br>8500 Riverside Drive<br>Parker, AZ 85344-7001 | <b>San Bernardino County Fire Protection District</b><br>Dan Munsey, Fire Chief/ Fire Warden<br>157 W. 5 <sup>th</sup> Street, 2 <sup>nd</sup> Floor<br>San Bernardino, CA 92415-0450 |
|--|---|
13. **CHOICE OF LAW:** Except as provided in Paragraph 3 of this Agreement regarding Arizona Revised Statutes section 38-511, this Agreement shall be governed by and construed according to the laws of the State of California. BFD shall comply with all applicable Federal, State, County, and other laws and regulations in the provision of Services under this Agreement.
14. **VENUE:** The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. 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 this Contract 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 the Superior Court of California, County of San Bernardino, San Bernardino District.
15. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
16. **CONTRACT ASSIGNABILITY:** Without the prior written consent of SBCFPD, the Contract is not assignable by BFD either in whole or in part.
17. **RECITALS:** The recitals set forth above are true and correct and incorporated herein by this reference.
18. **CONFIDENTIALITY:**  
Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. BFD acknowledges that it may be a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. BFD agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. BFD and SBCFPD further agree to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information. The parties agree to execute a Business Associate Agreement, if required.
19. **RELEASE OF INFORMATION:** No news releases, advertisements, public announcements or photographs arising out of the Contract or BFD's relationship with SBCFPD may be made or used without prior written approval of SBCFPD.
20. **TIME OF THE ESSENCE:** Time is of the essence in performance of this Contract and of each of its provisions.
21. **CORRECTION OF PERFORMANCE DEFICIENCIES:**
- A. Failure by BFD to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.



- B. In the event of a non-cured breach, SBCFPD may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- i. Afford BFD thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of SBCFPD; and/or
  - ii. Discontinue reimbursement to BFD for and during the period in which BFD is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - iii. Withhold funds pending duration of the breach; and/or
  - iv. Offset against any monies billed by BFD but yet unpaid by SBCFPD those monies disallowed pursuant to Item "ii" of this paragraph; and/or
  - v. Terminate this Contract immediately and be relieved of the payment of any consideration to BFD. In the event of such termination, SBCFPD may proceed with the work in any manner deemed proper by SBCFPD. The cost to SBCFPD shall be deducted from any sum due to BFD under this Contract and the balance, if any, shall be paid by BFD upon demand.

22. **LEGALITY AND SEVERABILITY:** The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
23. **EMPLOYMENT DISCRIMINATION:** During the term of the Contract, BFD shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. BFD shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
24. **DEBARMENT AND SUSPENSION:** BFD certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). BFD further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.
25. **CONTRACT EXCLUSIVITY:** This is not an exclusive Contract. SBCFPD and BFD reserve the right to enter into a contract with other contractors for the same or similar services. SBCFPD does not guarantee or represent that BFD will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.
26. **ENTIRE AGREEMENT:** This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, 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 Contract not expressly set forth herein are of no force or effect. This Contract 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 Contract and signs the same of its own free will. 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.



27. MISCELLANEOUS:

- A. BFD shall ensure all personnel providing Services under this Agreement have all required licenses and certifications required by the State of California and the Inland Counties Emergency Medical Agency. Unless otherwise provided by law and except as provided in Paragraph 7 of this Agreement, in the event BFD breaches this Paragraph 27.A., SBCFPD's remedy will be limited to the termination of this Agreement.
- B. In the event this Agreement is terminated for any reason, payment(s) already provided by SBCFPD to BFD will be prorated on a monthly basis and any remaining monthly balance will be refunded to SBCFPD within 60 days of termination.

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

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

►   
Curt Hagman, Chairman, Board of Directors

Dated: JUN 23 2020  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

  
Lynna Monell, Secretary

By  Deputy

**BUCKSKIN FIRE DISTRICT**

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

By ►   
(Authorized signature - sign in blue ink)

Name JEFF DANIEL  
(Print or type name of person signing contract)

Title BOARD CHAIR  
(Print or Type)

Dated: 6/9/20

Address 8500 RIVERSIDE DRIVE  
PARKER, AZ 85344

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
Scott Runyan, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Dan Munsey, Fire Chief/Fire Warden

Date \_\_\_\_\_

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**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

**BUCKSKIN FIRE 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, Deputy County Counsel

Date 6/12/2020

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Dan Munsey, Fire Chief/Fire Warden

Date \_\_\_\_\_

SAN BERNARDINO COUNTY/BUCKSKIN FIRE  
AGREEMENT FOR FIRE PROTECTION  
EASTERN SAN BERNARDINO COUNTY

Exhibit "A"

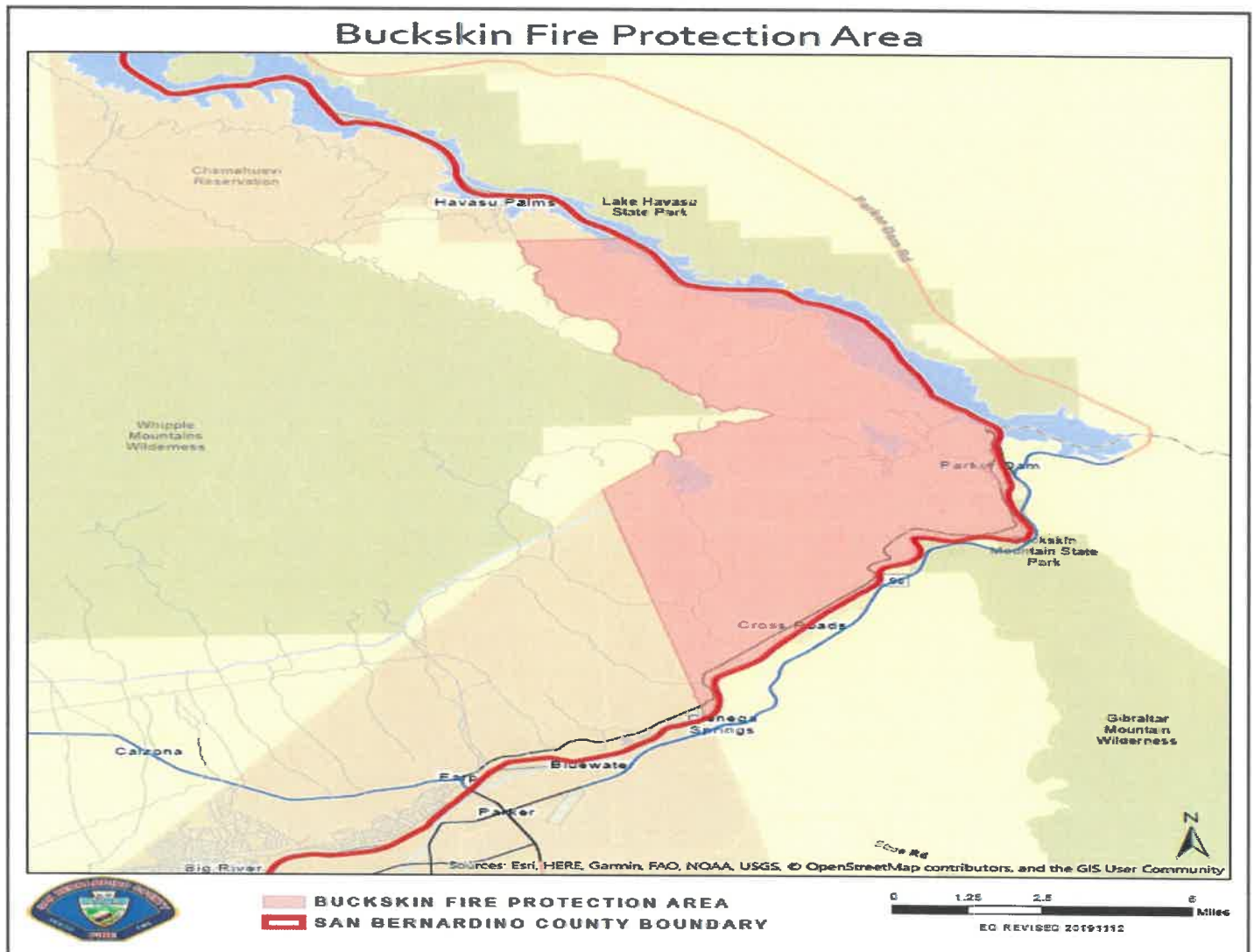
**DESIGNATED AGREEMENT AREA**

The Designated Agreement Area within San Bernardino County and covered by Buckskin Fire District resources shall include lands along the eastern boundary of Buckskin Fire District, except those under the jurisdiction of the Bureau of Land Management, according to the following description:

- The Northern boundary shall be approximately five (7) miles north of Parker Dam at Black Meadow Landing
- The Southern boundary shall be approximately six and a half (6.5) miles south of Parker Dam at the intersection of CRIT tribal land

The Designated Agreement Area shall become the jurisdictional responsibility of Buckskin Fire District with respect to emergency response and incident documentation.

**EXHIBIT "A" DESIGNATED AGREEMENT AREA**



**SAN BERNARDINO COUNTY/BUCKSKIN FIRE DISTRICT  
AGREEMENT FOR FIRE PROTECTION  
EASTERN SAN BERNARDINO COUNTY**

**Exhibit "B"**

**ANNUAL OPERATING PLAN  
FY 2020-25**

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

A. **Structure Fire:**

1<sup>st</sup> Alarm:

Buckskin Fire District – One Engine

BDC – One Engine and one Battalion Chief

Additional Alarms:

Buckskin Fire District – All additional resource requests must approved by both Buckskin Fire District 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:

Buckskin Fire District – One Engine, with notification of BFD Chief Officer

BDC – Notification to BDC Dispatch.

Motorhomes & Semi-Truck/Trailers

Buckskin Fire District - One Engine, with notification and/or response of Chief Officer

Other Fires (non wildland)

Buckskin Fire District - One Engine, with notification of Chief Officer

BDC – Notification to BDC Dispatch

C. **EMS – Medical Aid:**

Buckskin Fire District - One Engine

Ambulance Response – Closest ambulance

D. **EMS – Rescue/Extrication:**

Traffic Collision

Buckskin Fire District - One Engine and/or response of Chief Officer

BDC – Notification to BDC Dispatch.

Rescue –

Buckskin Fire District – One Engine, with notification and/or response of Chief Officer

Technical Rescue –

Buckskin Fire District – One Engine, with notification and/or response of Chief Officer

BDC – One Engine and one Battalion Chief

Ambulance Response – Closest ambulance

E. Hazardous Materials:

Buckskin Fire District

BDC – One Engine and one Haz-Mat Team

F. Wildland Fires

Buckskin Fire District – One Engine (Type 1, 2 or Type 3),

BDC – One Battalion Chief

Additional specialized resources from BDC (Helicopters, Crews, Dozers, etc.) to be paid ABH.

II. INCIDENT COMMUNICATIONS:

Incident communications shall utilize the radio plan as listed in Exhibit “C.”

A. Buckskin Fire District -only Responses – will operate on assigned Buckskin Fire District frequency.

B. Multi-Agency Responses – will operate on assigned BDC Frequencies See exhibit. Four (4) BDC radios will be provided to BFD and maintained by BDC

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 Buckskin Fire District Company Officer

B. First-in Buckskin Fire District 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 Buckskin Fire District resources where indicated.

V. INCIDENT DOCUMENTATION: Buckskin Fire District will email the Incident History CAD printout to BDC dispatch on a quarterly basis.

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

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



Troy Maloney, Fire Chief  
Buckskin Fire District

  
Date

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Dan Munsey, Fire Chief/Fire Warden  
San Bernardino County Fire Protection District

\_\_\_\_\_  
Date