

Contract Number

18-648 A-1

SAP Number

San Bernardino County Fire Protection District

**Department Contract Representative
Telephone Number**

Dan Munsey

909-387-5779

Contractor

California Department of Forestry
and Fire Protection

**Contractor Representative
Telephone Number**

Shane Littlefield

On file

Contract Term

August 30, 2018 – August 30, 2026

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 Amendment No. 1 to non-financial Mutual Aid Agreement No. 18-648 with the California Department of Forestry and Fire Protection to address all-risk emergencies, update the type of aid provided to include automatic aid, amend the types of equipment and resources provided, make additional miscellaneous changes to the Operating Plan, and extend the term of the agreement by three years, for a total contract term of August 30, 2018 through August 30, 2026.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Scott Runyan, Supervising Deputy County
Counsel

Date 10/19/21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

**AMENDMENT NO. 1 TO
AGREEMENT FOR MUTUAL AID
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION (CAL FIRE) SAN BERNARDINO UNIT**

This Amendment No. 1 to the Agreement for Mutual Aid (Mutual Aid Agreement No. 18-648) is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD" or "Local Agency") and the California Department of Forestry and Fire Protection, San Bernardino Unit (herein referred to as "CAL FIRE").

WITNESSETH:

WHEREAS:

1. CAL FIRE is responsible for the fire protection, fire prevention, maintenance, and enhancement of forest, range, and brush land resources, associated emergency services, and assistance in civil disasters and other non-fire emergencies in State Responsibility Area (SRA) through Public Resources Code (PRC) sections 713 and 4125-4128; and
2. The fire protection responsibility for timbered, brush and grass lands within SRA and within SBCFPD area shall remain that of CAL FIRE. SBCFPD shall have the fire protection responsibility for all people, property, and structures within the fire district; and
3. CAL FIRE maintains and operates a fire protection organization for the purpose of providing All-Risk fire protection to State Responsibility Area (SRA) lands which are adjacent or in proximity to the structures protected by SBCFPD; and
4. SBCFPD has the responsibility for rescue, emergency medical, life and property safety, fire prevention, fire suppression of structure and all other fires within the fire district; and
5. SBCFPD has the authority to suppress wildland fires within SRA and within SBCFPD jurisdiction per California Health and Safety Code section 13811; and
6. Structures and lands protected by SBCFPD are intermingled or adjacent to lands protected by CAL FIRE; and

7. SBCFPD maintains and operates a fire protection organization in the area generally known as San Bernardino County, California; and
8. Wildland fires require a rapid, efficient, and coordinated response to minimize their effects on the public, the environment, and property. This often requires a coordinated response from State, Federal, and Local Agencies; and
9. CAL FIRE and SBCFPD each recognize that coordination between the two agencies is necessary to maximize responses to all incidents within San Bernardino County; and
10. The parties entered into Mutual Aid Agreement No. 18-648 (Agreement) pursuant to the provisions of Health and Safety Code section 13050 to provide consent for each party to provide mutual aid to the other; and
11. The parties now desire to enter into this Amendment No. 1 to the Agreement to:
 - a. Address All-Risk Emergencies;
 - b. Update the type of aid provided to include automatic aid;
 - c. Amend the types of equipment and resources to be used under the Agreement to include Dozers and Hand Crews, in addition to Type 1 and Type 3 Engines;
 - d. Make additional miscellaneous changes to the Operating Plan (Attachment A); and
 - e. Extend the term of the Agreement by three years until August 30, 2026.

NOW THEREFORE, the parties hereto mutually agree to the following amendments to the Agreement:

1. DELETE Section 7 of the Agreement and REPLACE it with a new Section 7 which shall provide as follows:
 7. Those certain specialized types of fire protection resources (water tenders, aircraft) may not be made available subject to the provisions of this agreement, and that such resources will be available only on a reimbursement basis.
2. DELETE Section 8 of the Agreement and REPLACE it with a new Section 8 which shall provide as follows:
 8. This agreement shall remain in full force and effect for a period of eight (8) years and shall terminate on August 30, 2026 unless sooner terminated by either of the parties giving to the other thirty (30) days written notice of such termination.

3. ADD a Section 11 to the Agreement, which shall provide as follows:

11. To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to provide rapid responses to all-risk emergencies when the other agencies resources are committed or extended beyond initial response areas, which therefore requires assistance from the other.
4. Approve an updated Attachment A, attached hereto and incorporated herein by this reference.
5. This Amendment No. 1 shall take effect on the date it is signed and approved by authorized representatives of both parties.
6. This Amendment No. 1 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 Amendment No. 1. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (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 Amendment No. 1 upon request.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AS OF THE DAY AND YEAR WRITTEN BELOW.

STATE:

California Department of Forestry & Fire Protection (CAL FIRE)

*San Bernardino Unit
3800 N. Sierra Way.
San Bernardino, CA 92405*

By: Shane Littlefield
(Authorized Signature-blue ink only)
SHANE LITTLEFIELD, UNIT CHIEF

Print Name and Title
10/14/2021

Date

LOCAL AGENCY:

San Bernardino County Fire Protection District

*157 W. 5th St. 2nd Floor
San Bernardino, CA. 92408*

By: Curt Hagman
(Authorized Signature-blue ink only)
Curt Hagman, Chairman, Board of Directors

Print Name and Title

OCT 26 2021

Date

**SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MOHILL
Secretary**

By: [Signature]
Deputy



ATTACHMENT A

The purpose of this Operating Plan is to define the process for implementing the Automatic Aid/Mutual Aid Agreement. This Plan consists of:

DESCRIPTION OF CAL FIRE DIRECT PROTECTION AREA (DPA)

CAL FIRE has the responsibility for prevention, protection and suppression of wildland fires on State administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement. A map that depicts this area is attached to this Operating Plan as "Attachment B" and incorporated herein by this reference. Attachment B will be updated annually by CAL FIRE and will be available with the XBO COM Plan (Attachment B, STATE DPA MAP).

DESCRIPTION OF SBCFPD DIRECT PROTECTION AREA (DPA)

SBCFPD has the responsibility for rescue, emergency medical, life and property safety, fire prevention, fire suppression of structures and all other fires within the fire district. For wildland fires within SRA that are also within the fire district, CAL FIRE remains responsible for the wildland fire suppression and SBCFPD remains responsible for the people, property, and structure protection. These structures and lands protected by SBCFPD are intermingled or adjacent to lands protected by CAL FIRE. A map that depicts this area is attached to this Operating Plan as "Attachment C" and incorporated herein by this reference. Attachment C will be updated annually by SBCFPD and will be available with the XBO COM Plan (Attachment C, SBCFPD DPA MAP)

NOTIFICATIONS

CAL FIRE and SBCFPD will promptly notify the other of fires, medical emergencies, rescues, either on or threatening the respective CAL FIRE and/or SBCFPD DPA responsibility.

AUTOMATIC AID

Automatic Aid may provided under this agreement to provide immediate responses to all emergencies.

MUTUAL AID

Immediately upon receiving a Mutual Aid request the sending agencies dispatch center shall contact the sending agencies Duty Officer to approve or deny the request. Mutual Aid boundaries are at the discretion of the Duty Officer.

TYPES OF RECIPROCAL RESOURCES

This agreement is for reciprocal resources such as Type 1 and Type 3 Engines, Dozers, and Hand Crews. This agreement specifically excludes, Aircraft, Technical Rescue Units, Hazardous Materials Units, Ambulances, Water Tenders or Overhead Personnel which may be requested Master Mutual Aid (MMA) subject to approval by sending agency or Assistance by Hire (ABH).

INCIDENT RESPONSE

Mutual Aid resources will be the closest most appropriate as determined by the providing agencies Duty Officer.

INCIDENT COMMUNICATIONS

Units shall be dispatched on their agency standard frequency. While units are enroute, the Communications Center with the UOP will establish the appropriate frequency package. If an incident requires, the responding unit shall also be capable of operation on 800 MHZ LPTac9 or appropriate VHF mutual aid frequencies. CAL FIRE and SBCFPD agree to, provide full access and to utilize each other's communication systems, radios and radio frequencies for the implementation of this Agreement including all available band width systems.

INCIDENT MANAGEMENT

As resources arrive and command responsibility is transferred, incident command may progress through the following succession regardless of jurisdiction depending on incident complexity and responsible agencies At-Scene times:

1. First Arriving Company Officer, who may pass command to second arriving Company Officer
2. First Arriving Chief Officer
3. Chief Officer having jurisdictional responsibility
4. For emergency incidents involving CAL FIRE and SBCFPD responsible jurisdictions, a Unified Command Structure will be utilized.

All incidents will be managed under the Incident Command System (ICS).

CLOSEST RESOURCES

CAL FIRE and SBCFPD agree to pursue initial attack plans that utilize "closest appropriate Resource" wherever appropriate, and to identify pre-planned response zones within their respective jurisdictions for response to wildland fires. For the benefit of the public, both parties agree to pursue "closest appropriate resource" when the primary agency is at drawn down or to improve beyond normal response times. This in no way abrogates the primary agencies responsibilities or authorities.

ADDITIONAL REQUESTED ASSISTANCE

CAL FIRE may request assistance from SBCFPD for fire department resources to include overhead, engines, crews, via the California Fire Assistance Agreement (May 2020). Such requests are non-reimbursable during the first operational period unless assistance by hire is agreed to at the time of order. Request for the use of resources beyond the first operational period are outside the scope of this agreement.

ASSISTANCE BY HIRE

Assistance by Hire is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests for Assistance by Hire must be clear and precise and shall be processed and recorded through the Interagency Resource Ordering Capability (IROC) System through the Unified Ordering Point. Requests not processed in this manner will not be reimbursable. Resources included as assistance by hire include Aircraft, Crews, Bulldozer and transports.

CAL FIRE MASTER MUTUAL AID

SBCFPD may request assistance from CAL FIRE for CAL FIRE resources under the provisions of the California Fire Service and Rescue Emergency Mutual Aid System's Mutual Aid Plan. A CAL FIRE representative will evaluate and determine the applicability of these requests necessary for approval for SBCFPD use.

INCIDENT COMMAND POST

Responding first in CAL FIRE and/or SBCFPD Chief Officer will determine, designate and communicate the Incident Command Post location.

UNIFIED ORDERING POINT

The Unified Ordering Point shall be determined by the XBO Operational Area Communications Plan.

Attachments:

- (B) STATE DPA Map
- (C) SBCFPD DPA Map