

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT**  
**BETWEEN**  
**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**  
**AND**  
**FONTANA FIRE PROTECTION DISTRICT**

THIS AGREEMENT, dated as of \_\_\_\_\_ by and between the Fontana Fire Protection District hereinafter referred to as the "DISTRICT," and the San Bernardino County Fire Protection District, hereinafter referred to as the "COUNTY," the promises and agreements of each being in consideration of the promises and agreements of the other.

**WITNESSETH**

WHEREAS, the DISTRICT desires to contract for performance of fire protection and emergency medical services within the territorial boundaries of DISTRICT as said services are set forth in this Agreement; and

WHEREAS, the COUNTY is willing and able to perform such fire protection and emergency medical services; and

WHEREAS, the DISTRICT and the COUNTY agree that the intent of this Agreement is to maintain the current service levels to the citizens and businesses of the Fontana Fire Protection District: and

WHEREAS, this Agreement shall serve as the "Master Agreement" for fire and emergency medical services. Existing Agreements include the Four Party Agreement, Paramedic and Wildland Agreements. Upon signing, the parties agree that this Agreement shall supersede all other Agreements if any inconsistencies arise between the Agreements. Whereas, the COUNTY and DISTRICT are committed to serving the citizens of the COUNTY and DISTRICT as efficiently as possible, they agree to jointly explore other opportunities for entering into additional mutually beneficial agreements.

NOW THEREFORE, the parties agree as follows:

1. Term: The term of this Agreement is intended for ten (10) years, beginning on (Month, day) 2007 and ending on the 30<sup>th</sup> day of (Month) 2017, subject to the early termination provisions outlined in Section 12, "Termination."
2. Scope of Services:
  - A. The COUNTY agrees to provide fire protection and emergency medical services to the DISTRICT consistent with the service level criteria described in this Agreement. In providing these services the COUNTY shall:
    - 1) Provide fire protection and emergency medical services throughout the DISTRICT in a manner consistent with the Agreement and within the staffing response guidelines established in the jointly adopted "Service Level Criteria" set for in "Attachment One," including the use of both the DISTRICT'S and the COUNTY'S vehicles, equipment, apparatus, and sufficient personnel to operate the vehicles, equipment, and apparatus. These services shall be provided subject to the condition that reasonably sufficient vehicles, equipment, apparatus, and personnel shall remain within the DISTRICT to assure adequate fire protection and emergency medical services to the DISTRICT. Under this condition, if the demands of the DISTRICT exceed the services which the COUNTY can provide, the COUNTY agrees to use mutual aid agreements as may be necessary to supplement the COUNTY's vehicles, equipment, apparatus, and personnel.
    - 2) During the term of this Agreement, COUNTY may find it necessary, in connection with fire and other emergencies, to remove certain equipment from DISTRICT'S limits. At battalion chief's discretion, COUNTY may do so without permission or consent from DISTRICT, not to exceed twelve (12) hours. In the event that an emergency extends beyond twelve (12) hours, COUNTY shall obtain approval beyond the twelve-hour (12-hour) period in those instances outside of pre-existing agreements (pre-existing agreements include Master Mutual Aid, California Fire Assistance Agreement, Assistance for Hire (California

Department of Forestry, and the Bureau of Land Management)). Persons authorized to give approval are the Executive Director or his/her designee.

- 3) Maintain continuous (twenty-four (24) hours per day, seven (7) days per week) and uninterrupted fire and emergency medical services which shall at least be consistent with the service level criteria described in this Agreement, "Attachment One." Under no circumstance is the COUNTY liable to the DISTRICT for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the COUNTY through no fault of its own.
- 4) Provide the services described in paragraph (2.A.1) of this section, with the following provisos:
  - a. Investigate fire cause and origin within the DISTRICT.
  - b. Upon request of the DISTRICT, review and propose fire codes, cost recovery, and ordinances for adoption by the DISTRICT.
  - c. Develop and maintain fire prevention and education programs within the DISTRICT including materials for use and dissemination of this information.
  - d. Maintain for the DISTRICT, adequate records of activities as may be required by the Insurance Services Office and the California Office of the State Fire Marshal.
  - e. Participate in mutual aid agreements with fire protection providers that are contiguous with the DISTRICT and establish and maintain automatic aid agreements in areas in which service might be improved by such agreements so long as it is in the best interests of all parties to do so.
  - f. Take all reasonable steps to maintain all of the DISTRICT's facilities, apparatus, equipment, and its entire system in a good state of repair and at all times conduct its operations under this Agreement in a safe and professional manner.
  - g. Participate in the DISTRICT's emergency management planning through the COUNTY's Fire Chief or designee and commit command staff (Captain level) to the emergency operations center when activated. Such participation shall include cooperation in emergency preparedness exercises at least annually to exercise the DISTRICT's emergency management plan.
- B. The DISTRICT and COUNTY will continue to provide and receive reciprocal fire and emergency medical services with respect to Fire Station No. 76 (COUNTY) and Fire Station No. 77 (DISTRICT).
- C. The DISTRICT agrees that the COUNTY shall provide services in accordance with State and Federal laws.
- D. The DISTRICT agrees that the COUNTY shall not be required to duplicate those efforts or services regularly provided by other governmental agencies, nor shall the COUNTY be required to provide any services which are or are hereafter specifically reserved by law for any other governmental agency.
- E. The COUNTY agrees to provide the DISTRICT with regular reports and evaluations of the fire protection and emergency medical *response services* on a monthly basis and in a format agreed upon by both entities.

The COUNTY has committed to a goal of providing quarterly financial reports to the DISTRICT. However, COUNTY will provide such reports at least annually. Financial reports will provide costs for each DISTRICT fire station and expenses grouped by: personnel services, materials and services, and capital expenses.
- F. The COUNTY shall keep the DISTRICT informed of all new developments, issues, or concerns related to the efficient delivery of fire and EMS services of the COUNTY. The DISTRICT shall keep the COUNTY informed of all new developments, issues, or concerns related to the efficient delivery of fire and EMS services in the DISTRICT.

- G. The COUNTY will treat demands in all DISTRICT areas covered by this Agreement with the same priority and equality to ensure a consistent standard of performance and equal service level.

3. Compensation:

- A. COUNTY and DISTRICT agree to a contract fee of \$TBD for the initial fiscal year. DISTRICT shall pay to COUNTY monthly installments equal to one-twelfth of the annual amount each month during the period of this Agreement. Payments shall be due by the fifth day of each month. Payments received after sixty (60) days of due date shall include interest on the outstanding balance. Interest will be calculated at seven (7) percent simple interest following the 60<sup>th</sup> day. COUNTY shall have the right to terminate this Agreement sooner than provided for in Section 12 if DISTRICT does not make timely payments of its obligations hereunder to COUNTY.
- B. Following the initial contract year and thereafter, personnel, labor, and benefit costs will be adjusted annually consistent with COUNTY personnel MOUs (Memorandum of Understanding); while all other non personnel type budget costs will adjust annually to allow for a cost-of-living adjustment (COLA) based on the Los Angeles-Riverside-Orange County, CA CPI-U. The preceding January through December CPI-U period will be used when determining the adjustment but will not exceed six (6) percent or fall below two (2) percent.
- C. COUNTY shall give DISTRICT notice of unanticipated increased costs incurred by COUNTY in providing the services pursuant to this Agreement. This Agreement may be amended to reflect the increased costs to COUNTY, with any such amendment to be effective the date the costs for COUNTY are increased. DISTRICT may have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by COUNTY, in accordance with Section 13, "Term and Termination". In the event of such termination, COUNTY shall be paid for all services rendered under the terms set forth in this Agreement until such termination date.
- D. DISTRICT and COUNTY agree to annually review and discuss staffing levels and DISTRICT shall have the right at any time during the term of this Agreement to request a change in the level of fire protection and emergency medical services provided for herein. In such event, all provisions of this Agreement with respect to compensation paid by DISTRICT shall remain in full force and effect. Any change to staffing levels will be reflected in compensation amount paid to the COUNTY by the DISTRICT.
- E. None of the provisions of this Agreement shall be construed to create in the DISTRICT any right, interest, or ownership in any real or personal property of the COUNTY during this Agreement.
- F. None of the provisions of this Agreement shall be construed to create in the COUNTY any right, interest, or ownership in any real or personal property of the DISTRICT during this Agreement.
- G. If during the term of this Agreement the taxing ability of the COUNTY and/or DISTRICT is limited by a State-wide ballot measure, Legislative action, a Court decision, or any other reason, and if, as a result of the tax limitation, the COUNTY is unable to provide the level of service described in Section 2 above, or if the DISTRICT is unable to pay COUNTY for the established levels of service, the parties agree to renegotiate this Agreement in good faith.
- H. This Agreement is subject to any applicable constitutional and DISTRICT taxing or debt limitations and is contingent upon the DISTRICT appropriating funds. If the DISTRICT fails to appropriate the funds necessary for this Agreement, notice as described in Article 19 shall be given and both parties immediately negotiate a service transition.

- 4. Financial Review: COUNTY will provide to DISTRICT, each March, the proposed contract cost for the following fiscal year.

- 5. Audit: DISTRICT or any authorized representative shall have access to any books, documents, and records of COUNTY which are pertinent to this contract for the purposes of making an audit or examination. All books, records and supporting detail shall be retained for a period of five (5) years after the term of this contract. COUNTY agrees that in the event audit exceptions are determined by appropriate audit agencies, compliance shall be the responsibility of COUNTY.

6. Legal Advice: The COUNTY will consult with the DISTRICT's Executive Director or his/her designee who may authorize contact with the DISTRICT's Attorney when COUNTY actions are within the DISTRICT boundaries and involve DISTRICT ordinances, policies, or related issues. COUNTY will consult with COUNTY's attorney when considering action within the COUNTY. For actions involving both jurisdictions, both attorneys may collaborate as appropriate. Cost of counsel will be borne by the respective agency.
  
7. Transition Plan:
  - A. Employees: All employees providing services on behalf of the COUNTY will be employees of the COUNTY.
    - 1) The COUNTY will be responsible for the existing liabilities incurred prior to month, day of 2007 of this agreement. Liabilities include but are not limited to: the County Retirement System, vacation leave, sick leave, sick injury, workers compensation claims, and other forms of accrued benefits where applicable.
    - 2) Any outstanding lawsuits, or future lawsuits related to actions that occurred prior to the execution of this agreement are the sole responsibility of the COUNTY.
  
  - B. Facilities, Apparatus, and Equipment: Fire protection and emergency medical services facilities, apparatus, and equipment owned by the DISTRICT described in "Attachment Two" shall be available for the use by the COUNTY during the term of this Agreement. Facilities, apparatus, and equipment owned by the DISTRICT shall be used for the sole benefit of and housed within the DISTRICT (as described in Section 2 Scope of Services). DISTRICT shall have ownership of all facilities, apparatus, and equipment owned by the DISTRICT as of month, day of 2007. Apparatus and equipment may be used by COUNTY outside the DISTRICT in accordance with mutual and automatic aid agreements.
    - 1) The DISTRICT, in consultation with COUNTY, will develop a long-term replacement schedule for facilities, apparatus, and equipment owned by the DISTRICT.
    - 2) Should DISTRICT decide to divest itself of fire equipment or apparatus, COUNTY shall have the right-of-first refusal. If DISTRICT transitions ownership of equipment and apparatus to COUNTY, DISTRICT and COUNTY will establish an equitable and legal formula for establishing true value.
    - 3) COUNTY agrees to provide on-site management of the DISTRICT Fire Stations, including scheduling and ensuring that regular office hours are maintained.
    - 4) The DISTRICT, in consultation with COUNTY, may accommodate any available office space for City of Fontana staff if available at DISTRICT fire facilities.
    - 5) The DISTRICT, in consultation with COUNTY, may accommodate any available office space for COUNTY staff if available at City facilities.
  
  - C. Facilities Maintenance: During the term of this Agreement, COUNTY shall maintain the DISTRICT's facilities in a state of good repair. With prior approval, DISTRICT will pay for non-routine facility maintenance and repairs, including interior, landscaping, and the replacement of major building equipment. COUNTY will include these costs as an element of the compensation paid by DISTRICT.
  
  - D. Fire Apparatus and Equipment Maintenance: DISTRICT hereby leases to COUNTY the fire apparatus and equipment, described in "Attachment Two," for the sum of \$1 per year for the duration of this Agreement, under the terms and conditions set forth in this Agreement. DISTRICT will be listed as owner and COUNTY shall be listed as the registered owner of fire apparatus. During the term of this Agreement, COUNTY shall maintain in good repair the apparatus and equipment, and shall be financially responsible for minor maintenance and repairs. The DISTRICT agrees to be responsible for all major apparatus and equipment repairs and/or replacements. Major apparatus and equipment repairs shall be defined as engine, transmission, drive train, pump, and tank repairs which exceed \$5,000 for fire apparatus and \$2,000 for staff vehicles per occurrence (including labor costs). DISTRICT will remain financially responsible for new and replacement

equipment, apparatus, and staff vehicles and will provide for such in the DISTRICT's annual budget as approved by DISTRICT's Board. Failure to replace equipment on schedule may be cause for the COUNTY to direct bill the DISTRICT for maintenance related repairs to such identified vehicles. COUNTY will include these costs as an element of the compensation paid by DISTRICT.

- E. Utilities: The cost for operating and maintaining utilities in DISTRICT facilities will be paid by COUNTY, including charges for electricity, gas, telephone, water, refuse disposal, janitorial, maintenance, and any related expenses provided to the facilities. COUNTY will include these costs as an element of the compensation paid by DISTRICT.
- F. Purchasing Program: In order to achieve economies of scale, the DISTRICT may authorize the COUNTY to purchase equipment, apparatus and supplies on behalf of the DISTRICT. Recognizing that fire and emergency medical equipment, apparatus and supplies are specialized for these functions, the DISTRICT agrees to co-ordinate with COUNTY specifications when the DISTRICT makes these purchases. The COUNTY agrees to conform to the system developed by the DISTRICT financial officer to account for fund transfers, budgeting and identification for inventory.
- G. Grants, Reimbursements, and Aid: The DISTRICT and COUNTY will participate and coordinate efforts to obtain all available grants, reimbursements and related programs to enhance funding for the DISTRICT.
- H. Emergency Communications: COUNTY shall pay for subscription and dispatch costs related to fire and emergency medical service communications. COUNTY will include these costs as an element of the compensation paid by DISTRICT.
- I. Insurance: Each party shall be responsible for providing and maintaining comprehensive insurance as necessary for the ongoing operations of the DISTRICT.
- J. Identity: Facilities owned and located inside the DISTRICT shall have signage that includes the DISTRICT marking and corporate seal. Vehicles owned by the DISTRICT shall display a DISTRICT corporate seal, as approved by the DISTRICT in consultation with the COUNTY. COUNTY shall identify it serves the DISTRICT in all promotional and educational materials.
- K. Transfers: For the initial Fiscal Year of the this agreement, (effective date) the COUNTY shall transfer to the DISTRICT as follows:
  - 1) Existing apparatus and equipment replacement funds as agreed to by DISTRICT and COUNTY will be credited to the DISTRICT's fund for replacement of capital items.
  - 2) Existing termination benefit funds will become the property of COUNTY for its liability of employees. COUNTY will include termination benefits cost in the annual cost to DISTRICT and absolve DISTRICT of this liability.
  - 3) Assets generated within the affected territory including, but not limited to, fund balance and cash on hand.
  - 4) Existing funds for Capital Improvement Projects within the affected territory.
  - 5) Assets as agreed to by DISTRICT and COUNTY in "Attachment Two" for use in the affected territory will be transferred to the ownership of the DISTRICT.
- 8. Planning, Coordination, Service Agreement, and Boundary Change: The DISTRICT and COUNTY agree to cooperate in good faith and participate in all planning as it relates to the provision of fire and emergency medical services which affect the DISTRICT.
  - A. Planning Coordination: The COUNTY will be notified of all City General and Specific plan amendments, periodic review, and amendments to land-use regulations affecting the DISTRICT. The COUNTY shall receive the same notice and review and comment rights as granted the DISTRICT's other interested parties. Upon their request, COUNTY staff will be included in public facility planning in the same manner as DISTRICT staff. The DISTRICT will be notified of all County General and Specific Plan amendments, periodic review, and amendments to land-use regulations affecting the DISTRICT. The DISTRICT shall

receive the same notice and review and comment rights as granted the COUNTY'S other interested parties. Upon their request, DISTRICT staff will be included in public facility planning in the same manner as COUNTY staff.

B. Service Agreement:

- 1) DISTRICT and COUNTY shall plan and coordinate the provision of fire protection and emergency medical services within the DISTRICT. DISTRICT and COUNTY will jointly coordinate with other urban fire and emergency medical service providers.
- 2) DISTRICT and COUNTY shall manage and administer fire protection and emergency medical services, current and future facilities needs, and any changes to boundary or service area.
- 3) This Agreement shall govern the terms of necessary transitions in provision of fire protection and emergency medical services, ownership of current facilities, and any annexation of service territories pursuant to and based on the policies of the DISTRICT, COUNTY, LAFCO, and California State Law.

9. Indemnification:

- A. COUNTY, to the extent permitted by law, agrees to indemnify and hold harmless the DISTRICT, its officers, agents, employees and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- B. The DISTRICT, to the extent permitted by law, agrees to indemnify and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of the DISTRICT's performance of its obligations under this Agreement.
- C. In the event COUNTY and/or DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, COUNTY and/or DISTRICT shall indemnify the other to the extent of its comparative fault.
- D. Furthermore, if COUNTY or DISTRICT attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, COUNTY and DISTRICT agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

10. Insurance: Without in any way affecting the indemnity herein provided and in addition thereto, COUNTY shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown.

- A. Non-Contract services: For those services, which are provided by COUNTY pursuant to this Agreement, COUNTY shall secure and maintain the following types of insurance or self-insurance with limits as shown:
  - 1) Workers' Compensation: 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 providing services on behalf of COUNTY and all risks to such persons under this Agreement.
  - 2) Comprehensive General and Automobile Liability Insurance or Self-Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00). DISTRICT shall allow COUNTY to become the registered owner of all DISTRICT owned vehicles for providing insurance coverage.
  - 3) Additional Named Insured: All policies or self-insurance, except Workers' Compensation, shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of COUNTY performance of service hereunder.
  - 4) Policies Primary and non-Contributory: All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by COUNTY.

11. Proof of Coverage: COUNTY shall, within sixty (60) days of commencement of this Agreement, furnish certificates of insurance or self-insurance to DISTRICT evidencing the insurance coverage including endorsements, above required prior to the commencement of performance of service hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to DISTRICT, and COUNTY shall maintain such insurance from the time COUNTY commences performance of services hereunder until the completion of such services
12. Termination: This Agreement may be terminated by either party as of the 30<sup>th</sup> day of June of each year during the term of this Agreement by giving one (1) year prior, written notice to the other party.
13. Renewal: DISTRICT agrees to give not less than one (1) year notice to COUNTY prior to the expiration of this Agreement if DISTRICT intends to renegotiate Agreement.
  - A. If the DISTRICT has notified the COUNTY of its intent to renegotiate this Agreement, the parties agree that prior to the termination of this Agreement, they will negotiate in good faith concerning the possible renewal of this Agreement or the making of a new Agreement.
  - B. If the DISTRICT has notified the COUNTY of its intent to renew or renegotiate this Agreement and renewal or successful renegotiation has not been completed before the end of this contract period, this Agreement shall be automatically extended for 90 days to allow continuing negotiations. This Agreement may be extended further by mutual agreement for additional increments up to 90 days.
14. Discrimination: The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.
15. Waiver of Breach: A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.
16. Applicable Laws: At all times during the term of this Agreement, the COUNTY and the DISTRICT shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.
17. General Provisions: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.
  - A. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
  - B. Time is of the essence of this Agreement. Neither the COUNTY nor the DISTRICT shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
  - C. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the DISTRICT shall be taken by the DISTRICT Board of Directors or by the DISTRICT Executive Director or his/her designee in conformance with DISTRICT policies.
  - D. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
18. Dispute Resolution: The parties desire, if possible, to resolve disputes, controversies, and claims ("Disputes") arising out of this Agreement without litigation. To that end, at the written request of a party, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement.

- A. If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with a mediator appointed by the presiding judge of the Superior Court for San Bernardino County.
- B. Each party shall bear its own cost of these Dispute Resolution procedures. The parties shall equally share the fees of the mediation and the mediator.

19. Notice: All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

For DISTRICT _____ Kenneth R. Hunt City Manager/Fire District Executive Director  8353 Sierra Ave Fontana, CA 92335	For COUNTY _____ Paul Biane Chairman of the San Bernardino County Board of Supervisors 157 West Fifth Street, 2nd Floor San Bernardino, CA 92415-0450
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Either party upon written notice may change such addresses to the other party given as provided in this section.

- 20. Captions: The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 21. Time Computation: Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

This Agreement, entered into in duplicate original, is subscribed to by the following parties:

Subscribed this \_\_\_\_ day of \_\_\_\_\_, 2007

Fontana Fire Protection District

BY: \_\_\_\_\_  
 Kenneth R. Hunt, City Manager/Fire District Executive Director

Subscribed this \_\_\_\_ day of \_\_\_\_\_, 2007

San Bernardino County Fire Protection District

BY: \_\_\_\_\_  
 Paul Biane, Chairman of San Bernardino County Board of Supervisors

**“Attachment One”**

**Service Level Criteria**

**Standards of Response**

The response plan includes service level objectives for the Fontana Fire Protection District. Emergency response travel times to structure fires and emergency medical incidents in the DISTRICT are classified as urban. The following designation and response time criteria has been established as the initial goal in a collaborative effort of creating defined benchmarks and measurements of level of service.

*Urban area* designation is appropriate for specific geographic areas that have a population greater than 9,000 or consist of a census tract having a population density greater than 2,000 people per square mile.

<b>Area</b>	<b>1<sup>st</sup> Unit</b>	<b>2<sup>nd</sup> Unit</b>	<b>Full Assignment<sup>1</sup></b>	<b>Performance</b>
<b>Urban</b>	6 Minutes	8 Minutes	12 Minutes	90 percent

There is no formally established level of service criteria for the delivery of fire and emergency medical services to the DISTRICT. The proposed DISTRICT (Fontana Fire Protection District) and COUNTY recognize the need to establish a standard of cover, benchmarks, measures, and thresholds and triggers. These measurements and benchmarks will be used to quantify existing service levels and plan for the deployment of future resources. It is agreed that the best method to accomplish this would be through the development of a Comprehensive Master Plan.

The goal is to complete a Comprehensive Master Plan within twenty-four (24) months from establishment of the Fontana Fire Protection District. The plan will include:

- An evaluation of the current service demands in the DISTRICT, as well as the current service delivery methods and infrastructure being used to meet those demands.
- An understanding of the performance expectations that the DISTRICT has for its emergency services, both now and in the future.
- A review of the DISTRICT’s and COUNTY’s existing comprehensive planning documents in order to fully understand the community’s future land use plan, as well as projected transportation infrastructure improvements.
- A projection of future service demand, both in terms of quantity and distribution, based on planned future land uses.
- A geographic projection of future community fire risk levels based on planned future land uses.
- A long-term deployment strategy designed to deliver the desired performance across the projected demand and risk, engaging the three major areas of capital and operating expense:
  - Facilities
  - Apparatus
  - Staffing
- A fiscal analysis of projected financial requirements, based on declared assumptions of growth and cost.
- A general timeline, where possible, identifying key growth benchmarks that will initiate the need for any identified service upgrades.

**Staffing**

A combination of property and life-risks determine the fire ground tasks that must be accomplished to minimize loss. These factors, although unrelated, can be separated into two basic types – fireflow and life safety. Fireflow are those related to extinguishing the fire; life safety tasks are those related to finding and treating ill or injured people and providing definitive emergency medical care, or rescuing trapped victims and removing them from a building. The key to success at an emergency incident is a coordinated teamwork approach, regardless of whether the tasks are fireflow related or life safety related or a combination of both. The number and type of tasks that occur in a given emergency will dictate the

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<sup>1</sup> The point at which all of the apparatus, equipment, and personnel are on-scene and available to affect all tasks based on the level of risk.

number of firefighting personnel needed at different types of incidents. The following resource configuration will provide for meeting the response times and will provide a sufficient number of personnel to conduct anticipated emergency operational tasks.

Fire stations will be staffed with a minimum of twenty-eight (28) full-time personnel per shift in the following ranks and certifications:

Fire Station	Location	Apparatus	Captain	Engineer	Firefighter
No. 71	16980 Arrow Blvd	Medic Eng	One	One	One
		Medic Sqd			Two
No. 72	15380 San Bernardino Ave	Medic Eng	One	One	Two
No. 73	14360 Arrow	Medic Eng	One	One	Two
No. 74	11500 Live Oak Ave	Medic Eng	One	One	Two
No. 77	17459 Slover Ave	Medic Trk	One	One	Two
No. 78	7110 Citrus	Medic Trk	One	One	Two
No. 79	5075 Duncan Canyon Rd	Medic Eng	One	One	Two

**Daily Executive Staff Access**

A senior chief officer, who works 40 hours per week, will be assigned for daily executive staff access to the DISTRICT. This will provide contact, on a daily basis, of a senior chief officer to the DISTRICT Executive Director and policymakers and six 56-hour battalion chiefs. The secretary/clerical personnel will also provide receptionist services and assist with coordination of fire inspection services in the DISTRICT.

**EMS Level**

Staff and equip each fire company to the paramedic level and advanced life-support level (ALS), two paramedics per unit.

**Inspection and Investigations**

Geographical fire inspection zones will be established for each fire station by the Fire Marshal. Frequency of inspection will include all target hazards at least once per year. Those include nursing homes, hospitals, schools, and industrial facilities that use hazardous materials or conduct hazardous operations. Inspections in general business occupancies such as office complexes and retail outlets will be inspected every two years. Fire investigators will be available to fire scenes for fire cause determination 24 hours per day.

**Fire Prevention Planning and Inspection**

The City of Fontana desires to provide “one stop” planning and building services to minimize processing delays. City will provide staff for these services and agrees to provide work space for staff performing these duties. The DISTRICT will adopt an ordinance which allows fees to be collected for these services to support this program. The City of Fontana will provide planning services for DISTRICT. COUNTY will not be required to perform any function associated with fire and life safety plan review and inspection services.

**Grants**

COUNTY will work proactively with DISTRICT in seeking grant opportunities that are mutually beneficial. COUNTY will apply on behalf of the DISTRICT for grants, reimbursements, and other forms of funding.

**Other Services**

Along with services outlined previously herein, other emergency services to be provided include: hazardous materials, water rescue, technical rescue, wildland fire suppression, confined space rescue, urban search and rescue; and those other activities associated with the emergency services. The COUNTY shall continue to maintain cooperative efforts with a regional approach with other providers of specialized services.

**Community Liaison/Community Involvement**

The DISTRICT will have access to the COUNTY public information officer (PIO) for incident coverage. COUNTY PIO will act on behalf of the DISTRICT during emergency incidents. In addition, the DISTRICT will be provided copies of announcements and other information relevant to the DISTRICT. Fire prevention educational materials will be provided for use and dissemination within the DISTRICT. The Battalion Chief, or designee will provide community liaison/community involvement duties for the DISTRICT, consistent with the current level of service. Community involvement will include participation and involvement in key organizations as defined by the DISTRICT. They may include but are not limited to: School Districts serving in the DISTRICT, civic organizations, and the Chamber of Commerce.

**Emergency Management**

The COUNTY will make available to the DISTRICT an officer at the captain level position to function as Emergency Management liaison, consistent with current level of service. COUNTY will coordinate Emergency Management activities with the DISTRICT. COUNTY position will be the liaison for local radio groups such as the amateur radio operators for civil emergency services. Additional performance measures will include an annual Emergency Operations Center (EOC) drill, City department head training, and operational plan update and review.

# San Bernardino County Fire Department

Option #1

## Fontana Fire District

2007/08

<u>Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Division Chief	133,245	1	133,245
Battalion Chief	112,424	6	674,544
Captain	80,483	21	1,690,143
Engineer	69,111	21	1,451,331
Firefighter/PM	68,133	45	3,065,985
Overtime			1,935,153
Benefits			4,864,247
<b>Total Suppression Cost</b>		<b>94</b>	<b>\$13,814,648</b>

<u>Non- Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assistant II	34,641	2	69,282
Office Assistant III	37,304	1	37,304
Staff Analyst I	56,856	1	56,856
Facilities Attendent	28209	1	28,209
Benefits			115,764
<b>Total Non-Suppression Cost</b>		<b>5</b>	<b>\$307,415</b>

<u>Fire Prevention Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assitant III	37,304	1	37,304
Front Counter Tech	50,170	1	50,170
Fire Prevention Officer	57,831	3	173,493
Fire Prevention Spec - Sp Events	62,498	0.5	31,249
Fire Prevention Specialist/Arson	62,498	2	124,996
Senior Plans Examiner	63,832	1	63,832
Fire Prevention Supv/Arson	79,660	1	79,660
Overtime			158,383
Benefits			297,350
Services and Supplies			183,331
<b>Total Prevention Cost (Planning &amp; Enhanced Inspection)</b>		<b>9.5</b>	<b>\$1,199,768 *</b>

<u>Services &amp; Supplies</u>	<u>\$</u>
Utilities	175,321
Sta equipment, supplies, maint.	598,253
Vehicle maint. & fuel	575,685
General Operating	1,238,418
<b>Total Service &amp; Supplies Cost</b>	<b>\$2,587,677</b>

<b>Total Staffing</b>	108.5		
<b>Contract Subtotal</b>		<b>\$17,909,508</b>	
<b>Contract Management</b>		<b>\$1,582,485</b>	8.84%

<b>Total Contract Cost</b>	<b>\$19,491,993</b>
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\*Program partially offset by Planning Fees ( 06/07 \$670,000)

# San Bernardino County Fire Department

Option #2

## Fontana Fire District

2007/08

<u>Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Division Chief	133,245	1	133,245
Battalion Chief	112,424	6	674,544
Captain	80,483	21	1,690,143
Engineer	69,111	21	1,451,331
Firefighter/PM	68,133	45	3,065,985
Overtime			1,935,153
Benefits			4,864,247
<b>Total Suppression Cost</b>		<b>94</b>	<b>\$13,814,648</b>

<u>Non- Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assistant II	34,641	2	69,282
Office Assistant III	37,304	1	37,304
Staff Analyst I	56,856	1	56,856
Facilities Attendent	28209	1	28,209
Benefits			115,764
<b>Total Non-Suppression Cost</b>		<b>5</b>	<b>\$307,415</b>

<u>Fire Prevention Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assitant III	37,304	1	37,304
Front Counter Tech	50,170	1	50,170
Fire Prevention Officer	57,831	1	57,831
Fire Prevention Spec - Sp Events	62,498	0.5	31,249
Fire Prevention Specialist/Arson	62,498	2	124,996
Senior Plans Examiner	63,832	1	63,832
Fire Prevention Supv/Arson	79,660	1	79,660
Overtime			143,383
Benefits			242,278
Services and Supplies			151,811
<b>Total Prevention Cost (Planning, No Enhanced Insp)</b>		<b>7.5</b>	<b>\$982,514 *</b>

<u>Services &amp; Supplies</u>	<u>\$</u>
Utilities	175,321
Sta equipment, supplies, maint.	598,253
Vehicle maint. & fuel	575,685
General Operating	1,238,418
<b>Total Service &amp; Supplies Cost</b>	<b>\$2,587,677</b>

<b>Total Staffing</b>	106.5		
<b>Contract Subtotal</b>		<b>\$17,692,254</b>	
<b>Contract Management</b>		<b>\$1,582,485</b>	8.94%

<b>Total Contract Cost</b>	<b>\$19,274,739</b>
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\*Program partially offset by Planning Fees ( 06/07 \$670,000)

# San Bernardino County Fire Department

Option #3

## Fontana Fire District

2007/08

<u>Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Division Chief	133,245	1	133,245
Battalion Chief	112,424	6	674,544
Captain	80,483	21	1,690,143
Engineer	69,111	21	1,451,331
Firefighter/PM	68,133	45	3,065,985
Overtime			1,935,153
Benefits			4,864,247
<b>Total Suppression Cost</b>		<b>94</b>	<b>\$13,814,648</b>

<u>Non- Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assistant II	34,641	2	69,282
Office Assistant III	37,304	1	37,304
Staff Analyst I	56,856	1	56,856
Facilities Attendent	28209	1	28,209
Benefits			115,764
<b>Total Non-Suppression Cost</b>		<b>5</b>	<b>\$307,415</b>

<u>Fire Prevention Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Fire Prevention Officer	57,831	2	115,662
Fire Prevention Spec - Sp Events	62,498	0.5	31,249
Fire Prevention Specialist/Arson	62,498	1	62,498
Overtime			58,954
Benefits			105,839
Services and Supplies			69,135
<b>Total Prevention Cost (Enhanced Insp, No Planning)</b>		<b>3.5</b>	<b>\$443,337 *</b>

<u>Services &amp; Supplies</u>	<u>\$</u>
Utilities	175,321
Sta equipment, supplies, maint.	598,253
Vehicle maint. & fuel	575,685
General Operating	1,238,418
<b>Total Service &amp; Supplies Cost</b>	<b>\$2,587,677</b>

<b>Total Staffing</b>	102.5	
<b>Contract Subtotal</b>		<b>\$17,153,077</b>
<b>Contract Management</b>		<b>\$1,620,607</b>
		9.4%

**Total Contract Cost** **\$18,773,684**

\*This proposal does not include Planning Services

# San Bernardino County Fire Department

Option #4

## Fontana Fire District

2007/08

<u>Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Division Chief	133,245	1	133,245
Battalion Chief	112,424	6	674,544
Captain	80,483	21	1,690,143
Engineer	69,111	21	1,451,331
Firefighter/PM	68,133	45	3,065,985
Overtime			1,935,153
Benefits			4,864,247
<b>Total Suppression Cost</b>		<b>94</b>	<b>\$13,814,648</b>

<u>Non- Suppression Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Office Assistant II	34,641	2	69,282
Office Assistant III	37,304	1	37,304
Staff Analyst I	56,856	1	56,856
Facilities Attendent	28209	1	28,209
Benefits			115,764
<b>Total Non-Suppression Cost</b>		<b>5</b>	<b>\$307,415</b>

<u>Fire Prevention Positions</u>	<u>Cost</u>	<u>Staffing</u>	<u>\$</u>
Fire Prevention Officer	57,831		0
Fire Prevention Spec - Sp Events	62,498	0.5	31,249
Fire Prevention Specialist/Arson	62,498	1	62,498
Overtime			43,954
Benefits			49,487
Services and Supplies			33,116
<b>Total Prevention Cost (No Planning, No Enhanced Insp)</b>		<b>1.5</b>	<b>\$220,304 *</b>

<u>Services &amp; Supplies</u>	<u>\$</u>
Utilities	175,321
Sta equipment, supplies, maint.	598,253
Vehicle maint. & fuel	575,685
General Operating	1,238,418
<b>Total Service &amp; Supplies Cost</b>	<b>\$2,587,677</b>

<b>Total Staffing</b>	<b>100.5</b>	
<b>Contract Subtotal</b>		<b>\$16,930,044</b>
<b>Contract Management</b>		<b>\$1,565,495</b>
		9.2%

<b>Total Contract Cost</b>	<b>\$18,495,539</b>
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\*This proposal does not include Planning Services