

# **Draft fire Protection Services Agreement**

**Attachment 2**



**SAN BERNARDINO COUNTY  
FIRE PROTECTION  
DISTRICT  
F A S  
STANDARD CONTRACT**

**FOR OFFICIAL USE ONLY**

<input checked="" type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			<b>SC</b>	<b>A</b>	
<input type="checkbox"/> Cancel					
ePro Vendor Number				ePro Contract Number	
San Bernardino County Fire Protection District				Contractor's License No.	
Contract Representative				Telephone	
Larita Manalili, Administrative Supervisor				(909)387-6134	
				Total Contract Amount	
				\$40,046,090	
Contract Type					
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
				\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
					\$
Project Name			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT** hereinafter called the **COUNTY FIRE** and

Name  
 Crest Forest Fire Protection District hereinafter called DISTRICT  
 Address  
 Attn: Board of Directors President  
 23407 Crest Forest Dr, Crestline, CA 92325  
 Telephone Federal ID No. or Social Security No.  
 ( ) -

**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  
 CREST FOREST FIRE PROTECTION DISTRICT**

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as "COUNTY FIRE") and the Crest Forest Fire Protection District (hereinafter referred to as "DISTRICT").

## **WITNESSETH:**

**WHEREAS**, DISTRICT desires to contract for performance of fire protection, emergency medical services, fire prevention services, hazardous materials services, and fire cause and origin investigations within the territorial boundaries of DISTRICT, and

**WHEREAS**, COUNTY FIRE is willing and able to perform such fire protection, emergency medical services, fire prevention services, hazardous materials services, and fire cause and origin investigations.

**NOW THEREFORE**, it is agreed as follows:

### **SCOPE OF WORK:**

1. This Agreement shall be effective when executed by the authorized representatives of all parties.
2. COUNTY FIRE shall provide to DISTRICT fire protection services within the corporate limits of DISTRICT or as such limits may be modified by annexation or exclusion during the term of this Agreement.
3. COUNTY FIRE shall provide to DISTRICT fire prevention services, fire investigation, fire suppression, advanced life support ("ALS") services, ambulance transport, and rescue services, as described on "Exhibit A" ("Service Levels"), and standards shall comply with COUNTY FIRE criteria and State and Federal guidelines. Modifications may be mutually agreed to by COUNTY FIRE and DISTRICT. Additional value added services that will be provided to DISTRICT shall include hazardous materials services, household hazardous waste collection services, all budget and fiscal services (billing and collection) and Office of Emergency Services.
4. COUNTY FIRE will furnish to DISTRICT Office of Emergency Services, fire prevention services, hazardous materials services, and fire cause and origin investigations at the same level which it furnishes within its own boundaries. DISTRICT agrees to adopt COUNTY FIRE's fee ordinance.
5. COUNTY FIRE shall provide annual fire inspections for general business occupancies within the DISTRICT such as office complexes and retail outlets.
6. DISTRICT or any authorized representative shall have access to any books, documents, and records of COUNTY FIRE, 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 FIRE agrees that in the event audit exceptions are determined by appropriate audit agencies, it shall be the responsibility of COUNTY FIRE to comply.
7. DISTRICT's Board of Directors shall remain the governing body for the DISTRICT, and the San Bernardino County Fire Protection Board of Directors shall be the governing body of COUNTY FIRE. Any changes or modifications of this Agreement shall not become effective until approved by the DISTRICT's Board of Directors and COUNTY FIRE's governing board.
8. Fire Chief of COUNTY FIRE shall be designated as the Fire Chief of DISTRICT for Office of Emergency Services, fire prevention services, hazardous materials services, fire suppression, and emergency medical operations at all times during the term of this Agreement. Said Fire Chief shall designate a Division Chief to work directly with the DISTRICT's Board of Directors and provide liaison with other officers of the DISTRICT. The Fire Chief's designated Division Chief will attend DISTRICT Board meetings, meetings requested by the DISTRICT, address regular monthly reports to the attention of the President, and such other reports as may be appropriate, as determined by the Fire Chief, with respect to the Office of Emergency Services, fire prevention services, hazardous materials services, and fire protection services provided within the corporate limits of DISTRICT.

9. During the term of this Agreement, COUNTY FIRE may find it necessary, in connection with fire and other emergencies, to move certain equipment described in Exhibit "B" ("Leased Premises and Vehicles") from DISTRICT's limits.

## **TERMS AND CONDITIONS**

### **10. Term and Termination:**

- a. The term of this Agreement shall be ten (10) years, commencing ~~2012~~, 2013 and ending ~~2021~~, 2023 ("Term") unless terminated earlier as provided herein. However, a three year firm term commencing upon execution of this Agreement ("Firm Term") shall be in place during which time neither party may exercise any early termination provisions of this Agreement. Following the expiration of the Firm Term, either party, by written notice to the other party, may terminate the whole or any part of this Agreement at any time, and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least three-hundred sixty-five (365) days after the notice of such termination. Upon termination, COUNTY FIRE shall be compensated only for those services which have been rendered to DISTRICT, and COUNTY FIRE shall be entitled to no further compensation.
- b. Notwithstanding the foregoing, in the event COUNTY FIRE provides any services to DISTRICT on a holdover basis after the date of termination, DISTRICT shall fully reimburse COUNTY FIRE for all costs of providing such services.
- c. The Term of this Agreement shall automatically renew for additional one (1) year periods, as determined by COUNTY FIRE, unless the DISTRICT provides notice to the COUNTY FIRE of its desire to terminate the Agreement. Such notice shall be provided no less than three-hundred sixty-five (365) days prior to the expiration date of this agreement. If DISTRICT fails to provide such notice, COUNTY FIRE shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY FIRE determines would be appropriate during the extended period of this Agreement. COUNTY FIRE shall notify the DISTRICT of the extended termination date.

### **11. Payment:**

- a. DISTRICT shall pay COUNTY FIRE the sum of \$4,002,767 for each fiscal year of fire protection services provided by COUNTY FIRE during the term of this Agreement and a one-time start up cost of \$18,420 for supplies and equipment. DISTRICT shall pay to COUNTY FIRE monthly installments of \$333,563.92 at the beginning of each month during the period of this Agreement. Payments will be renegotiated annually based upon the provisions of Paragraph 11 d. Payment shall be due by the fifth (5<sup>th</sup>) day of each month. Payments received after sixty (60) days of when due shall include ten percent (10%) simple interest after the sixtieth (60<sup>th</sup>) day against the amount owing.
- b. COUNTY FIRE shall have the right to terminate this Agreement sooner than provided for in Section 10(a) if DISTRICT does not make timely payments of its obligations hereunder to COUNTY FIRE.
- c. COUNTY FIRE shall have the right to annually renegotiate the rate and service levels for services performed under this Agreement. DISTRICT shall be responsible for any future MOU and/or Compensation Plan for salary/benefit increases that may occur during the term of the Agreement. Annual increases for operating expenses will be based on expected actual costs.
- d. COUNTY FIRE may give notice to DISTRICT of increased costs incurred by COUNTY FIRE in providing the services pursuant to this Agreement, and this Agreement may be amended to reflect the increased costs to COUNTY FIRE, with any such amendment to be effective the date the costs for COUNTY FIRE 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 FIRE, in accordance with Section 10, "Term and Termination." In the event of such termination, COUNTY FIRE shall be

paid for all services rendered until such termination date at the rates set forth in this Agreement. If DISTRICT does not pay the increased costs and does not terminate this agreement, then COUNTY FIRE will reduce services to ensure that DISTRICT is fully funding the services provided pursuant to this agreement.

- e. Annually, DISTRICT and COUNTY FIRE shall review staffing levels. DISTRICT and COUNTY FIRE shall have the right at any time during the term of this Agreement to request a change in the level of fire protection 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, but in addition to payment of the sums herein provided, DISTRICT shall pay COUNTY FIRE in monthly installments the cost of such additional fire protection service.
- f. DISTRICT shall not hold COUNTY FIRE responsible for a reduction in fire protection services resulting from labor relation actions and DISTRICT's obligation to pay COUNTY FIRE shall not be reduced for services not performed for that reason.

## **12. Premises Lease:**

- a. DISTRICT hereby leases to COUNTY FIRE the real property, together with the fixtures and furnishings described in "Exhibit B" ("Leased Premises and Vehicles") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, COUNTY FIRE shall maintain in good repair the heating and cooling systems, plumbing and electrical systems, exterior and interior walls, windows, roof, sidewalks, and other like portions of the Leased Premises.
- b. DISTRICT agrees to be responsible for all major structural repairs and/or replacements which exceed \$1,000 per occurrence (including labor costs) to DISTRICT owned facilities. Major structural repairs shall include but not be limited to major electrical or plumbing problems where the slab or a wall must be broken to access, major concrete replacement, major heating or cooling system replacement, major asphalt replacement, roof replacement, apparatus door replacement, and the structural integrity of the building and facility replacement due to fire, flood, earthquake, or any other natural or manmade disaster causing the facility to be uninhabitable. The foregoing shall apply unless the need for such repairs and/or replacements are the result of the negligent or willful misconduct of COUNTY FIRE, in which case COUNTY FIRE shall be responsible for promptly completing and paying for the costs of such repairs and/or replacements. Except as specifically set forth herein, DISTRICT will remain financially responsible for new and replacement DISTRICT facilities. DISTRICT shall be directly billed for repairs exceeding this limit provided that the COUNTY FIRE notify the DISTRICT in advance of the need for any such repairs.
- c. COUNTY FIRE agrees to the storage of DISTRICT Emergency Services vehicles and equipment within the leased fire stations and grounds. In addition, current agreements pertaining to the Leased Premises by other entities under contract with DISTRICT will be honored by COUNTY FIRE with the liability remaining with DISTRICT. Future agreements for use of the Leased Premises by other agencies shall be coordinated and mutually agreed to by DISTRICT and COUNTY FIRE.

## **13. Utilities:**

COUNTY FIRE shall pay all utility service charges, including charges for electricity, gas, telephone, water, refuse disposal, janitorial, maintenance and any related expenses provided to the Leased Premises. This excludes any premise lease agreement already in effect with another agency prior to the date of this agreement. This cost will be included in annual Agreement and billed monthly.

**14. Inspection of Premises and Vehicles:**

Upon Execution of this Agreement, COUNTY FIRE will inspect premises and vehicles listed in Exhibit "B" to document the current condition of each. County Fire's Maintenance obligations will be limited to maintaining the premises and equipment in the same operating condition that existed as of the date of this agreement subject to the dollar limitations contained herein and limited to the expected useful life of the equipment.

**15. Maintenance Expense:**

COUNTY FIRE shall provide all necessary routine maintenance expense, including janitorial interior maintenance and landscaping maintenance for the Leased Premises.

**16. Fire/ALS/Paramedic Apparatus and Equipment:**

DISTRICT hereby leases to COUNTY FIRE the fire vehicles, apparatus, equipment and property described in Exhibit "B" ("Leased Premises and Vehicles") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. DISTRICT shall be listed as owner and COUNTY FIRE shall be listed as the registered owner of the apparatus. During the term of this Agreement, COUNTY FIRE shall maintain in good repair the fire equipment, and shall be financially responsible for routine maintenance and repairs.

The DISTRICT agrees to be responsible for all major apparatus and equipment repairs and/or replacements unless the need for such repairs and/or replacements are the result of the negligent or willful misconduct of COUNTY FIRE, in which case COUNTY FIRE shall be responsible for promptly completing and paying for the costs of such repairs and/or replacements. Major apparatus and equipment repairs shall include but not be limited to 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 apparatus, and staff vehicles. Except as otherwise provided herein, failure to replace equipment on schedule may be cause for the COUNTY FIRE to direct bill the DISTRICT for maintenance related repairs to such identified vehicles. COUNTY FIRE shall include these costs as an element of the compensation paid by DISTRICT.

**17. Cost of Providing and Operating Equipment:**

The cost of providing, maintaining, operating any and all property, furnishings and equipment, real or personal, previously furnished by DISTRICT for Office of Emergency Services, fire prevention services, hazardous materials services, fire protection and ALS/Paramedic services (other than the fire equipment set forth in Exhibit "B" ("Leased Premises and Vehicles") and provided for hereinabove) shall be borne by COUNTY FIRE unless otherwise provided for herein or by separate written agreement. New additional equipment and replacement of equipment over \$2,000 will be borne by DISTRICT. COUNTY FIRE will operate the equipment as part of this Agreement and the DISTRICT will be responsible for replacing the equipment as warranted.

**18. Assumption of Personnel:**

COUNTY FIRE agrees to offer employment to DISTRICT personnel, as listed in "Exhibit C" ("Personnel"), provided that each of them successfully passes the required background checks/pre-employment physicals and drug test. Said employees will be hired as new County Fire employees for all purposes except those set forth below. Failure to successfully pass the required background check/pre-employment physicals or drug test shall disqualify a person on said list from employment with COUNTY FIRE. DISTRICT agrees to assume all liability for, and to defend, indemnify and hold harmless COUNTY FIRE, its officers, agents, employees or volunteers from claims, actions, losses, or damages by any such employees that arise from occupational injuries during the course of their employment during the term of this Agreement that arose out of, or were aggravated by, medical conditions existing prior to the term of this Agreement as identified during pre-employment physicals and in existing DISTRICT employee files. COUNTY FIRE agrees to maintain employee's DISTRICT service dates for the following purposes, only, retirement contribution and Retiree Medical Trust Fund. DISTRICT shall remit to COUNTY FIRE the cash value of up to ninety-six (96) hours of vacation leave and ninety-six (96) hours of sick leave if available, of each hired employee's district leave balances at the rate of pay the employee will be receiving at COUNTY FIRE for purchase of

leave balances for the hired employees. COUNTY FIRE will have no responsibility for determining the appropriate number of hours to be purchased by DISTRICT for employees hired by COUNTY FIRE. In the event of contract termination by either DISTRICT or COUNTY FIRE, DISTRICT shall remit to COUNTY FIRE the cash value of all unfunded leave accruals and the employees hired pursuant to this contract will be deemed redundant and they will be laid off from COUNTY FIRE employment, regardless of seniority.

The employees listed in Exhibit "C" ("Personnel") are required to maintain all appropriate license/certifications/registrations for the job to which they are assigned. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which COUNTY FIRE is subject, rank and file personnel will be offered employment in positions as determined by COUNTY FIRE in a classification that as closely as possible has job duties resembling the work said employee was performing prior to this Agreement. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which COUNTY FIRE is subject, rank and file employees will be placed on the closest salary step of the new classification to current DISTRICT salary, except in circumstances where DISTRICT salary is higher than COUNTY FIRE's top step. In these cases, COUNTY FIRE's top step will be applicable. All employees listed in Exhibit "C" are required to serve a six (6) month probationary period. In the event of contract termination, all DISTRICT employees hired by COUNTY FIRE will be deemed redundant and laid off from COUNTY FIRE employment, regardless of seniority and classification at the time of the contract termination.

DISTRICT agrees to fund the difference in pay between the current top step COUNTY FIRE captain pay rate and the current DISTRICT Division Chief pay rate for the current DISTRICT Division Chief being reassigned to the Captain rank. This extra payment will terminate two (2) years from the final adoption date of this contract. Mandatory Staffing compensation for this reassigned captain will be made based on the top step captain pay rate. The regular rate of pay for this employee for purpose of overtime calculations will be the top step COUNTY FIRE captain pay rate. There will be no entitlement to a continuation of the extra payment at the end of two (2) years and no appeal pursuant to the Firefighters Procedural Bill of Rights will be triggered by any pay reduction at the end of two (2) years.

DISTRICT agrees to indemnify and hold COUNTY FIRE, its employees, officer and agents, harmless for any and all claims that may arise with regard to the assumption of the above mentioned employees and any and all claims, lawsuits or damages arising from, including but not limited to Unfair Labor Practice Claims, claims relating to successor employer status, rights with regard to union representation, unfunded retirement contributions and other claims that may arise related to the appropriateness of the assumption of services and employees by COUNTY FIRE.

- a. As a result of this agreement, DISTRICT'S assets and liabilities within SBCERA will transfer from Other Safety to County Safety within the SBCERA actuarial valuation; however, the DISTRICT recognizes that the language of this agreement requires that the DISTRICT is entirely financially liable to COUNTY FIRE for its any existing unfunded pension liabilities transferred to the County Safety cost pool or any future unfunded pension liabilities that may be incurred as a result of providing service to DISTRICT under this Agreement. COUNTY FIRE is not accepting any of the obligations or liabilities, known or unknown, of the DISTRICT by this Agreement. Specifically, but not limited to, COUNTY FIRE is not responsible for any retirement benefits, obligations or unfunded liabilities relating to DISTRICT employees that arise with regard to employment predating this Agreement. Further, COUNTY FIRE is not assuming any of the debts, obligations or liabilities of the DISTRICT unless specifically enumerated in this Agreement.

**Current Contribution Rates – Supplemental Payment**

The DISTRICT currently pays a higher contribution rate as a member of the Other Safety cost pool than does COUNTY FIRE as a member of the County Safety cost pool. The DISTRICT will make an annual supplemental payment to offset the cost increase that would occur within the County

Safety cost pool due to the transfer in of DISTRICT assets and liabilities from the Other Safety cost pool.

The actuary calculated the supplemental payment amount to be \$351,739, increasing at four percent (4%) compounded annually for twenty (20) years, based on the June 30, 2011 actuarial valuation. DISTRICT agrees that, at its expense, it will have SBCERA update the study based on the June 30, 2012 actuarial valuation.

DISTRICT shall make payment to COUNTY FIRE by November 1<sup>st</sup> of each year, beginning in 2013 and continuing for a total of twenty (20) years, an amount equal to the calculation by SBCERA and its actuary based on the June 30, 2012 actuarial study, including a four percent (4%) annual compounded increase. COUNTY FIRE will then make an equal payment to SBCERA by December 31<sup>st</sup> of each year.

It is agreed by DISTRICT and COUNTY FIRE that if the payment to SBCERA reduces the amount of compensation available to COUNTY FIRE, then COUNTY FIRE will reduce services pursuant to this agreement commensurate with the reduction in compensation.

In the event that the DISTRICT does not make the required annual supplemental payment described above, COUNTY FIRE may reduce services provided to the DISTRICT at COUNTY FIRE'S sole discretion to offset any shortfall in payment.

Upon termination of this agreement any remaining unpaid liabilities under this section will be included in the termination payment calculation discussed in Treatment of Existing and Future Liability Upon Termination, below.

**Treatment of Existing and Future Liability Upon Termination**

At termination of this agreement for any reason, DISTRICT shall be responsible to pay the DISTRICT's share of liabilities, such amount to be determined by SBCERA's actuary using their standard termination methodology, as if the DISTRICT were a terminating member of SBCERA. Amounts owed under this calculation are owed by the DISTRICT to COUNTY FIRE following a schedule of payments allowed under the standard termination methodology, currently a lump sum payment or an amortization of amounts owed over a period of time not to exceed the amortization period of unfunded liabilities used by SBCERA.

For purposes of this section include any existing liability transferred to the County Safety cost pool at the time of entering into this contract as well as the DISTRICTS share of new liabilities within the County Safety cost pool incurred during the period of this or any successor agreements between the DISTRICT and COUNTY FIRE.

**19. Grants:**

COUNTY FIRE and DISTRICT shall participate and coordinate efforts to obtain all available grants, reimbursements and related programs to enhance funding for the DISTRICT.

**20. Purchasing Program:**

In order to achieve economies of scale, the DISTRICT may authorize the COUNTY FIRE 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, DISTRICT agrees to coordinate with COUNTY FIRE specifications when the DISTRICT makes these purchases.

**21. Reciprocal/Mutual Indemnity – hold harmless:**

- a. COUNTY FIRE, 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 including employment related claims, except as listed in Paragraph 17, actions or losses, damages, and/or

liability resulting from COUNTY FIRE's negligent acts or omissions which arise from COUNTY FIRE's performance of its obligations under this Agreement.

- b. The DISTRICT, to the extent permitted by law, agrees to indemnify and hold harmless COUNTY FIRE and its officers, employees, agents and volunteers from any and all claims including employment related claims, actions, losses or damages and/or liability arising out of the DISTRICT's negligent acts or omissions which arise from DISTRICT's performance of its obligations under this Agreement.
- c. In the event DISTRICT and/or COUNTY FIRE is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, DISTRICT and/or COUNTY FIRE shall indemnify the other to the extent of its comparative fault.
- d. Notwithstanding indemnification for any claim, action losses, or damage involving a third party, the DISTRICT and COUNTY FIRE hereby waive any and all rights of subrogation recovery against each other.

**22. Insurance:**

COUNTY FIRE and DISTRICT are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this agreement.

DISTRICT shall maintain worker's compensation coverage tail insurance that will cover all current DISTRICT employees.

**23. Waiver of Subrogation Rights:**

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

**24. Proof of Coverage:**

COUNTY FIRE 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 FIRE shall maintain such insurance from the time COUNTY FIRE commences performance of services hereunder until the completion of such services.

**25. Non Assumption:**

COUNTY FIRE is not accepting any of the debts, obligations or liabilities of the DISTRICT by entering into this Agreement. Specifically, but not limited to, COUNTY FIRE is not responsible for any retirement benefits, obligations or unfunded liabilities relating to DISTRICT employees that arose or arise in the future with regard to employment predating the effective date of this Agreement. Further, COUNTY FIRE is not assuming any of the debts, obligations or liabilities of the DISTRICT unless specifically enumerated in this Agreement.

**26. Severability:**

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall

not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained herein.

**27. Applicable Laws:**

At all times during the term of this Agreement, the DISTRICT and the COUNTY FIRE 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.

**28. Attorney Fees and Cost:**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own cost and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Section 20.

**29. Venue:**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. 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 Agreement is brought by a third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**30. Notices:**

Any and all notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such address as the respective parties may provide in writing by registered or certified mail, postage prepaid for this purpose:

**COUNTY FIRE:** SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT  
Attn: Fire Chief  
157 W. 5<sup>th</sup> Street, 2<sup>nd</sup> floor  
San Bernardino, CA 92415-0451

**DISTRICT:** CREST FOREST FIRE PROTECTION DISTRICT  
Attn: Board of Directors President  
23407 Crest Forest Drive  
PO Box 3220  
Crestline, CA 92325

**31. Successors and Assigns:**

This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

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**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**CREST FOREST FIRE PROTECTION DISTRICT**  
*(Print or type name of corporation, company, contractor, etc.)*

▶ \_\_\_\_\_  
Janice Rutherford, Chair, Board of Directors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
Laura H. Welch, Secretary

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
▶ \_\_\_\_\_  
Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Presented to Board for Signature  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

**“EXHIBIT A”  
FIRE PROTECTION SERVICES AGREEMENT  
CREST FOREST FIRE PROTECTION DISTRICT**

**SERVICE LEVELS**

**a. Fire Protection Services for the Crest Forest Fire Protection District**

- Maintain six (6) personnel on duty at DISTRICT fire stations for twenty-four (24) hours a day.
- Provide Fire Protection and Rescue Services with staffing of two (2) fire engines and two (2) Medic Ambulances.  
Two (2) personnel - Captain, Engineer/Paramedic (Eng/PM) assigned to ME 25  
Two (2) personnel – Limited Term Firefighter (LTFF/PM) assigned to MA 25  
Two (2) personnel – Captain, Eng/PM assigned to ME 26
- County Fire shall provide a staffed Medic Ambulance at Station 26.  
Two (2) personnel – FF/PM, LTFF
- Provide Advanced Life Support services with a minimum of one (1) paramedic on each unit daily.
- Maintain a Paid Call Firefighter Program as outlined in Operations Directive #2032
- Communication system and Dispatch Services includes an automated incident reporting system with full record management and computer network services utilizing COUNTY FIRE’s network system.
- Personnel vacation accrual rates will be based on seniority with the COUNTY FIRE only, as determined by the Human Resources Division of COUNTY FIRE.
- Vehicle repairs will be performed by certified mechanics that travel to on-site stations to reduce “down time,” or at our shop that has full capability to provide major equipment overhaul and fabrication.
- Fire inspections in general business occupancies such as office complexes and retail outlets shall be inspected annually. Engine companies will be encouraged to participate in all target hazards inspections.

**b. Fire Prevention, Hazardous Materials Services, and Office of Emergency Services for the Crest Forest Fire Protection District**

- Provide Office of Emergency Services, fire prevention services, and hazardous materials services.
- Provide planning and engineering services and land development services. Fire inspections in general business occupancies such as office complexes and retail outlets shall be inspected annually.
- Fire investigators shall be available to fire scenes for fire cause determination twenty-four (24) hours per day.

**“EXHIBIT B”  
FIRE PROTECTION SERVICES AGREEMENT  
CREST FOREST FIRE PROTECTION DISTRICT**

**LEASED PREMISES and VEHICLES**

- **Station 25 (Staffed) Headquarters Crestline:**
  - 99894 2003 International/5800 BE25
  - 99811 2005 Chevrolet K2500 BP25
  - 99829 1994 Ford F350 IC3299A
  - 99890 2007 Chevrolet MA25
  - 99807 2003 Ford E350/Leader MA25A
  - 99895 2003 Ferrara Inferno ME25
  - 99812 2002 HME Westates OES309
  - 99810 1973 Bombardier SC25
- **Station 26 (Staffed) Twin Peaks:**
  - 99814 1997 Ford E350/Leader MA26
  - 99896 2003 Ferrara Inferno ME26
  - 99802 1975 Int. Loadstar 1750 R26
  - 99892 1974 Bombardier SC26
  - 99824 1974 John Deere SL26
  - 99809 2000 Chevrolet HD3500 4x4 UT26A
- **Station 24 (PCF) Cedarpines Park:**
  - 99803 1973 American LaFrance\* E24
  - Station closed at the present time.
- **Station 27 (Warehouse) Agua Fria:**
  - No Equipment
- **Station 28 (PCF) Valley of Enchantment:**
  - 99820 1991 Spartan/Quality E28
- **Station 29 (pCF and Shop) Lake Gregory:**
  - 99822 1991 Spartan/Quality E29
  - 99817 1975 Spens Tilt Bed SC25/26 Trailer
- **Station 30 (PCF) Rim Forest:**
  - 99818 1991 Spartan/Quality
  - 99821 1980 Mack
  - WT 30
- **Administration/Staff Vehicles:**
  - 99893 2003 Ford Expedition 4x4
  - 99801 2000 Ford Expedition 4x4
  - 99813 2005 Chevrolet K1500
- **E1 (parade vehicle)** to remain as property of District but not included in the contract. District will maintain.
- **Additional District Vehicles**
  - 99803 1973 American LaFrance\*
  - 99806 1987 Chevrolet Step Van
  - 99825 1998 Ford E350/Leader
  - 99891 2001 Ford F350
  - 99819 1997 Jeep Cherokee
  - E24
  - IC3299
  - AM26R
  - 99826 1995 BBQ Trailer - to remain property of the District

**“EXHIBIT C”  
FIRE PROTECTION SERVICES AGREEMENT  
CREST FOREST FIRE PROTECTION DISTRICT**

**PERSONNEL**

- Currently employed DISTRICT suppression staff to occupy Stations 25, 26, 28, 29, 30.

Fire Captains  
Fire Engineers (Eng or Eng/PM)  
Limited Term Firefighters (LTFF or LTFF/PM)  
Paid Call Firefighters

- The following suppression personnel will be offered employment at the same position level pending that person successfully meeting all requirements set forth in #18 – Assumption of Personnel.

\*Exception - Jon Garber will transition from Division Chief/Medic to Captain/Medic.

**Suppression**

<b>Name</b>	<b>Rank</b>
Aguilar, Omar	Firefighter/EMT
Bagnell, Luke	Engineer/Medic
Bryan, Patrick “Rick”	Captain/EMT
Callaway, Michael	Firefighter/Medic
Carpenter, Kenneth	Captain/EMT
Corletto, Carlos	Captain/EMT
Curtis, Tom	Engineer/Medic
Garber, Jon	Division Chief/Medic to Captain/Medic*
Jackson, Sean	Firefighter/Medic
Jones, Michael	Firefighter/EMT
Lerma, Francisco	Firefighter/Medic
McHenry, Troy	Engineer/EMT
Malsed, Michael	Engineer/Medic
Martinez, Eric	Firefighter/Medic
Nafzgar, Dan	Captain/EMT
Perry, Chris	Engineer/EMT
Rojas, Mark	Firefighter/Medic
Wharton, Bryan	Firefighter/EMT
Whitesell, Don	Engineer/Medic

- The following SAFER Grant funded personnel will be offered Limited Term Firefighter Paramedic (LT/PM) positions pending that person successfully meeting all requirements set forth in #18 – Assumption of Personnel:

<b>Name</b>	<b>Rank</b>
Fratus, David	SAFER Firefighter/Medic to LT/PM
Meredith, Earl	SAFER Firefighter/Medic to LT/PM

- The following personnel and contract employees, appointed to their current position prior to [REDACTED] and employed by DISTRICT as of the pay period this amendment is approved by the Board of Directors will be offered employment equal to their current rank classification with COUNTY FIRE. All employees holding the positions listed below will remain at their current work locations unless COUNTY FIRE determines that a re-assignment is necessary to meet the needs of COUNTY FIRE management.

The following non-suppression personnel will be offered employment at the same position level pending that person successfully meeting all requirements set forth in #18 – Assumption of Personnel.

### Non Suppression

Name	Rank
Forsythe, Patti	Administrative Assistant to Office Assistant II
Mackessy, Mary	Fire Inspector
Matejka, Mark	Fire Mechanic

The following Crest Forest contract personnel will be offered employment at the same position level pending that person successfully meeting all requirements set forth in #18 – Assumption of Personnel.

### Contract Employee

Name	Rank
Astran, Tara	Finance Officer to Staff Analyst II