

Contract Number

18-648

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Mark A. Hartwig
387-5779

Contractor

California Department of Forestry
and Fire Protection

Contractor Representative
Telephone Number

Glenn Barley
909-881-6900

Contract Term

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

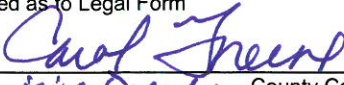
Briefly describe the general nature of the contract: To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to maximize fire response to wildland fires on initial attack to minimize effects on the public, the environment and property. To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either of the parties hereto acting without the assistance of the other and control of which therefore requires assistance from the other.

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

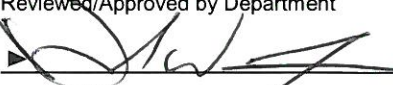
Reviewed/Approved by Department

► 
Supervising Deputy, County Counsel

Date 8/13/18

►

Date

► 

Date 8/13/18

**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 Agreement is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD") 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 wildland fire protection to State Responsibility Area (SRA) lands which are adjacent or proximate 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 fire response and wildland fire operations; and
10. The parties hereto desire to enter into this 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.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to maximize fire response to wildland fires on initial attack to minimize effects on the public, the environment, and property.
2. To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either of the parties hereto acting without the assistance of the other and control of which therefore requires assistance from the other.
3. Such mutual aid shall be provided within SBCFPD or CAL FIRE jurisdiction, provided, however, that neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.
4. No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is received through the established communication channels common to each party and made by a responsible fire official of the party requesting such aid.
5. That any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire requiring mutual aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this mutual aid agreement.

6. Except as may be provided by separate agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the firefighting assistance herein provided for.
7. Those certain specialized types of fire protection resources (dozers, crews, 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.
8. This agreement shall remain in full force and effect for a period of five (5) years from the date hereinabove written unless sooner terminated by either of the parties giving to the other thirty (30) days written notice of such termination.
9. Details as to amounts and types of assistance to be dispatched, area to be assisted, methods of dispatching and communications, methods of requesting aid and positions authorized to send and receive such requests shall be recorded in an Operating Plan and signed by the Fire Chiefs of SBCFPD and CAL FIRE. The terms, as agreed upon by both SBCFPD and CAL FIRE are recorded in the Operating Plan (Attachment "A"). Said attachment "A" is hereby made a part of this Agreement by this reference.

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

STATE:

*California Department of Forestry & Fire
Protection (CAL FIRE)*

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

By: _____

(Authorized Signature-blue ink only)
GLENN BARLEY, UNIT CHIEF

Print Name and Title

Date

LOCAL AGENCY:

*San Bernardino County Fire Protection
District*

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

By: _____

(Authorized Signature-blue ink only)
**ROBERT A. LOVINGOOD, CHAIRMAN,
BOARD OF DIRECTORS**

Print Name and Title

AUG 21 2018

Date

**SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Secretary**

By: _____

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. (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. (Attachment C, SBCFPD DPA MAP)

NOTIFICATIONS

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

AUTOMATIC AID

There is no Automatic Aid provided under this agreement other than the pre-planned zones for response to wildland fires.

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 MUTUAL AID EQUIPMENT

This agreement is for reciprocal resources such as Type 1 and Type 3 Engines, and Water Tenders. This agreement specifically excludes Hand Crews, Dozers, Aircraft, Technical Rescue Units, Hazardous Materials Units, Ambulances, 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 shall progress through the following succession regardless of jurisdiction:

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 Resources" 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 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, water tenders via the California Fire Assistance Agreement (May 2016). 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 Resource Ordering and Status 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

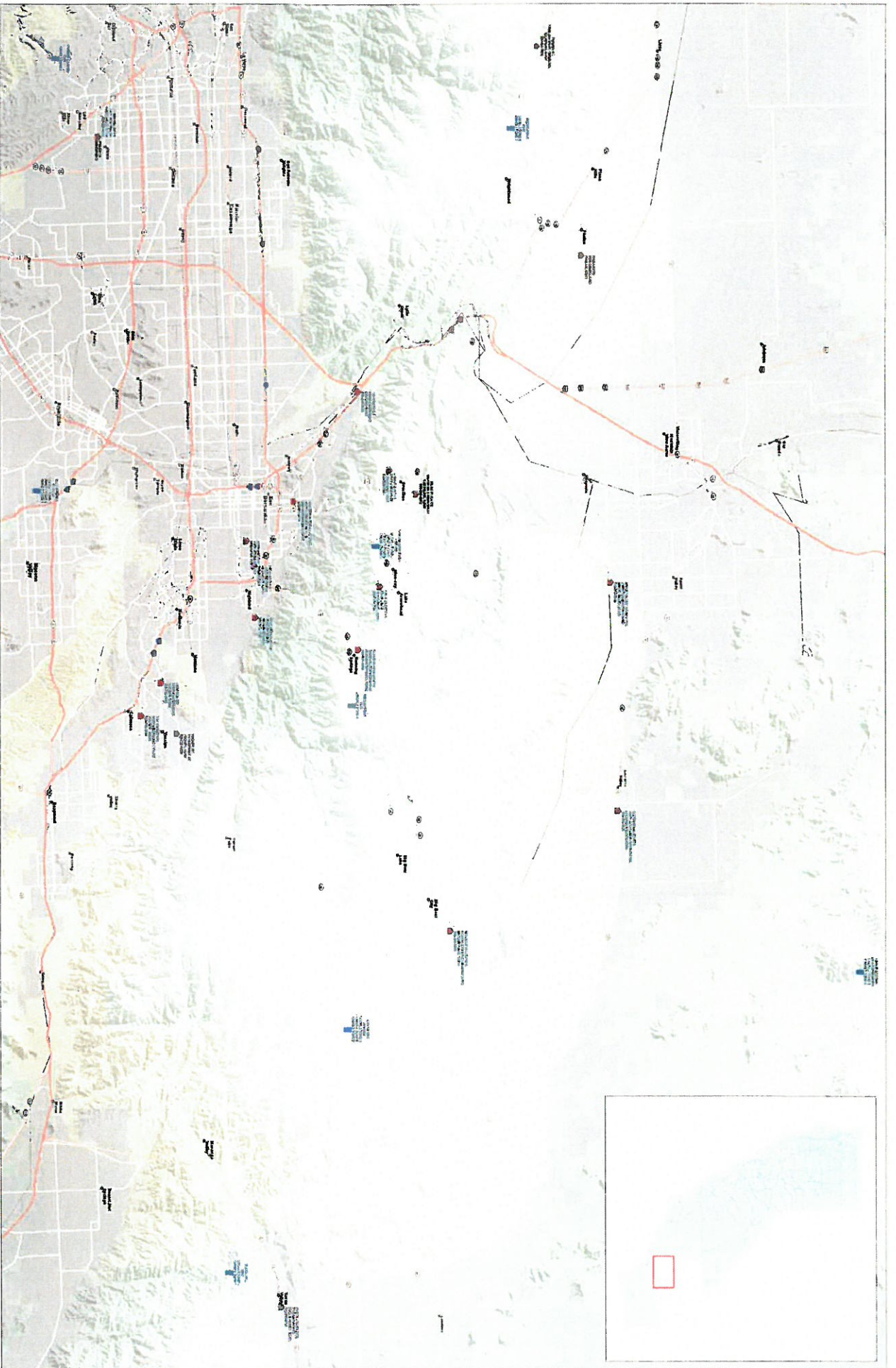
SBCFPD may request assistance from CAL FIRE for CAL FIRE resources under the provisions of the California Fire Service and Rescue Emergency Mutual Aid System's Mutual Aid Plan. A CAL FIRE representative will evaluate and determine the applicability of these requests necessary for approval for SBCFPD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



1:115,000

0 2.5 5 10 Miles

SAN BERNARDINO UNIT DIRECT PROTECTION AREA

- BDU STATIONS
- REPEATER SITES
 - Federal (FRA)
 - Local (LRA)
 - State (SRA)

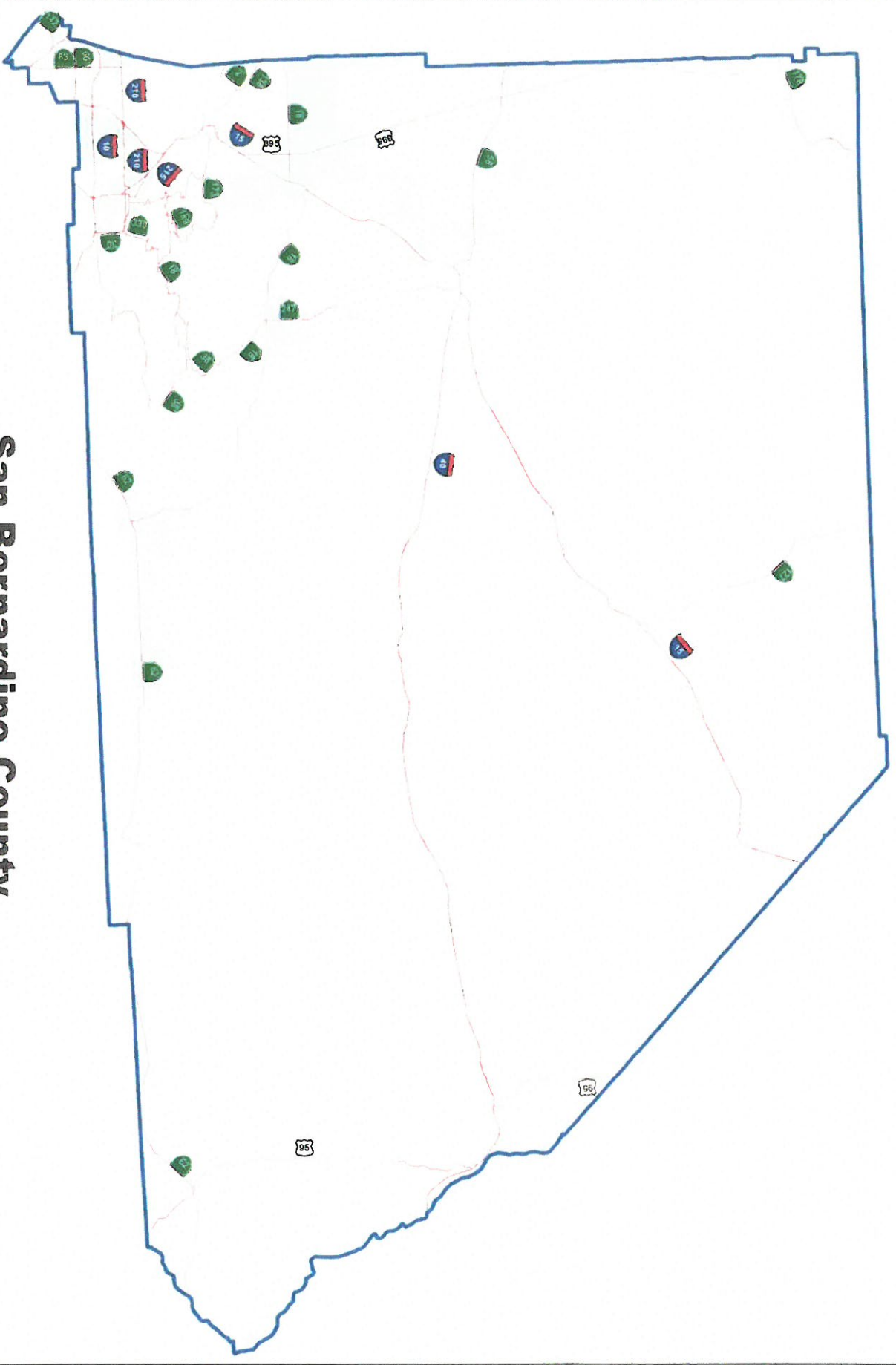
R. CANTERBURY
PF-40633
06/07/2015





San Bernardino County LRA

San Bernardino County Fire



**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

August 21, 2018

**FROM: MARK A. HARTWIG, Fire Chief/Fire Warden
San Bernardino Fire Protection District**

**SUBJECT: MUTUAL AID AGREEMENT WITH CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District, approve **Mutual Aid Agreement No. 18-648** with the California Department of Forestry and Fire Protection to enhance fire response and wildland fire operations for a term of five years, effective upon execution by both parties.

(Presenter: Mark A. Hartwig, Fire Chief/Fire Warden, 387-5779)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). This is a non-financial agreement that defines the responsibilities of the two fire entities regarding mutual aid response.

BACKGROUND INFORMATION

The California Department of Forestry and Fire Protection (CAL FIRE) is a state agency that provides varied emergency services including wildland fire fighting. As part of its mission of emphasizing the management and protection of California's natural resources, CAL FIRE oversees the enforcement of California's forest practice regulations, encourages and implements fuels management projects to reduce the threat of uncontrolled wildfires, and participates in vegetation management projects such as controlled burns.

The San Bernardino County Fire Protection District (SBCFPD) is a community-based, all hazard emergency services organization providing various services including emergency mitigation and management for fire suppression. SBCFPD is dedicated to the protection of the public it serves.

This Mutual Aid Agreement will allow SBCFPD and CAL FIRE to furnish fire protection personnel/equipment and render fire protection services to each other, as may be necessary, for the purpose of contributing to the following:

Page 1 of 2

cc: SBCFPD-Hartwig w/ agree for sign
Contractor c/o SBCFPD w/ agree
CAO-Forster
File - w/ agree
mb 08/27/18

ITEM 64

Record of Action of the Board of Directors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

San Bernardino County Fire Protection District

MOTION	AYE	SECOND	AYE	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, SECRETARY

BY _____

DATED: August 21, 2018

**MUTUAL AID AGREEMENT WITH CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION
AUGUST 21, 2018
PAGE 2 OF 2**

- Maximizing fire response to wildland fires on initial attack.
- Minimizing the effects on the public, environment, and property.
- Suppressing fire of a size beyond the control of either party through assistance from the other.

Approval of this agreement will provide for the safety, health and social service needs of county residents by enhancing the emergency response capabilities of SBCFPD and CAL FIRE. The term of this agreement is for five years, but may be terminated by either party upon 30 days written notice.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Carol Greene, Supervising Deputy County Counsel, 387-5455) on June 26, 2018; Finance (Tom Forster, Administrative Analyst, 387-4635) on June 28, 2018; and County Finance and Administration (Valerie Clay, Deputy Executive Office, 387-5423) on July 3, 2018.