

## **INTERAGENCY FIRE ADMINISTRATIVE SERVICES AGREEMENT**

This Interagency Fire Administrative Services Agreement (“Agreement”) is made and entered into as of April 1, 2026 (“Effective Date”) by and between the Arrowbear Park County Water District, a California county water district (“APCWD”), and the Morongo Valley Community Services District (“MVCSD”). APCWD and MVCSD are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties.”

### **RECITALS**

- A. APCWD is a public agency authorized to provide fire protection and emergency response services within its jurisdiction.
- B. MVCSD is authorized to provide fire protection and emergency services within its jurisdiction pursuant to Government Code section 61100 and related provisions.
- C. Government Code section 54981 authorizes local agencies to contract with one another to perform services, share resources, and provide assistance necessary to carry out their powers.
- D. MVCSD desires to obtain defined administrative and operational fire service support from APCWD for a limited term.
- E. APCWD is willing to provide such defined services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

### **AGREEMENT**

- 1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.
- 2. Scope of Services. APCWD shall provide the MVCSD with the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by this reference. APCWD shall perform services in a manner consistent with the standard of care ordinarily exercised by similarly situated public agency fire administrators in California.
- 3. Term. The term of this Agreement shall be twelve (12) months commencing on the Effective Date, unless the Agreement is previously terminated as provided for herein. The Parties may extend this Agreement by mutual written amendment approved by both governing boards.
  - 3.1 Termination. Either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice. Either Party may terminate this Agreement for material breach if the breach is not cured within thirty (30) days after written notice. In the event

of termination, MVCSD shall compensate APCWD for all services performed through the effective date of termination.

4. Compensation.

4.1 Time and Materials. MVCSD shall reimburse APCWD for actual time spent performing services under this Agreement at the following rates:

Fire Chief: \$50.00 per hour (fully burdened rate)

The Fire Chief hourly rate stated above is based on the APCWD Fire Chief's current base salary and associated fully burdened costs. If the APCWD Fire Chief's base salary is increased during the term of this Agreement, the hourly rate shall be adjusted proportionally to reflect the increase in base salary and associated fully burdened costs, effective as of the same date as the salary adjustment. No formal amendment to this Agreement shall be required for such adjustment.

Invoices shall be issued quarterly and shall include reasonable documentation of hours worked and services provided. Payment is due within thirty (30) days of the invoice date. Any undisputed amount not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum or the maximum permitted by law.

4.2 Strike Team and Cost Recovery. Any strike team deployment or cost recovery revenue attributable to MVCSD shall remain the property of Morongo Valley. If APCWD personnel perform documented administrative services directly related to strike team cost recovery on behalf of MVCSD, such services shall be compensated under the agreed hourly structure as outlined in this Agreement.

4.3 Vacancy of MVCSD Fire Chief. If the MVCSD Fire Chief position becomes vacant and APCWD assumes materially expanded duties beyond the scope described in Section 2, the Parties shall negotiate a written amendment, and compensation shall be adjusted to reflect the additional workload based on actual time and cost.

5. Independent Status. APCWD and MVCSD are independent public agencies. Nothing in this Agreement creates a joint powers authority, a partnership, an employment relationship between Arrowbear and MVCSD personnel, or a transfer of control over MVCSD employees.

6. Records and Accounting. APCWD shall maintain reasonable records supporting invoices submitted under this Agreement. MVCSD shall have the right, upon reasonable notice, to review documentation supporting billed time and costs.

7. Indemnity. APCWD shall indemnify, hold harmless and defend MVCSD and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by

MVCSD, APCWD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of APCWD or any of its officers, employees, agents or volunteers in the performance of this Agreement. APCWD shall have no obligation to indemnify MVCSD for claims arising from the sole negligence or willful misconduct of MVCSD.

MVCSD shall indemnify and hold harmless APCWD and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by APCWD, MVCSD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of MVCSD or any of its officers, employees, agents or volunteers in the performance of this Agreement. MVCSD shall have no obligation to indemnify APCWD for claims arising from the sole negligence or willful misconduct of APCWD.

In the event of concurrent negligence on the part of APCWD or any of its officers, employees, agents or volunteers, and MVCSD or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's rule of comparative negligence as presently established or as may be modified hereafter.

8. Insurance. Each Party shall maintain insurance or self-insurance coverage consistent with statutory requirements for public agencies in California.

9. Miscellaneous.

9.1 Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

9.2 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the APCWD and the MVCSD.

9.3 Entire Agreement. This Agreement, including exhibits, represents the entire understanding of APCWD and MVCSD as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

9.4 Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office,

certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**APCWD:**

Arrowbear Park County Water District  
2365 Fir Drive  
Arrowbear Lake, CA 92382  
Attn: General Manager

**MVCSD:**

**\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]**

9.5 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

9.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Party. Any attempted assignment without such consent shall be invalid and void.

9.7 Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

9.8 Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

9.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

9.10 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

9.11 Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

9.13 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR  
INTERAGENCY FIRE ADMINISTRATIVE SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ARROWBEAR PARK COUNTY WATER  
DISTRICT**

**MORONGO VALLEY COMMUNITY  
SERVICES DISTRICT**

APPROVED BY:

APPROVED BY:

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**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT POSITION\*\*\***

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**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT POSITION\*\*\***

## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1. GENERAL DESCRIPTION

APCWD shall provide administrative, managerial, and operational oversight services to the MVCSD. Services provided under this Exhibit are supervisory and administrative in nature unless expressly stated otherwise. Final decision-making authority remains with MVCSD unless expressly delegated in writing. Nothing in this Exhibit transfers ownership of assets, employment authority, or statutory powers from MVCSD to APCWD.

#### 2. FIRE CHIEF ADMINISTRATIVE OVERSIGHT

APCWD shall provide executive-level fire administration services through its Fire Chief or designee, including:

- Overall administrative leadership and professional guidance to MVFD.
- Development and review of departmental policies and procedures.
- Assistance with strategic planning and organizational development.
- Preparation of written reports to the Morongo Valley Board of Directors.
- Attendance at regular board meetings and special meetings as reasonably requested.
- Advisory support regarding regulatory compliance and risk management.

#### 3. OPERATIONAL MANAGEMENT AND COMMAND OVERSIGHT

Arrowbear shall provide operational oversight services, including:

- Review and evaluation of emergency response readiness.
- Development or refinement of standard operating guidelines.
- Assistance with deployment planning and resource allocation.
- Command-level consultation and incident management guidance.
- Coordination support for mutual aid and automatic aid participation.
- Review of apparatus and equipment readiness and replacement planning.

Arrowbear shall not assume day-to-day line supervision of MVFD personnel unless separately authorized in writing. Nothing herein shall be construed as transferring incident

command authority or operational control of MVCSD personnel unless APCWD personnel are formally assigned through mutual aid or other lawful assignment.

4. TRAINING AND PROFESSIONAL DEVELOPMENT

APCWD shall provide training oversight services, including:

- Development and review of training programs and schedules.
- Oversight of required certifications and continuing education.
- Assistance in ensuring compliance with State Fire Training and EMS Authority requirements.
- Guidance regarding officer development and succession planning.

5. EMS PROGRAM OVERSIGHT

APCWD shall provide EMS oversight services, including:

- Review of EMS protocols and compliance requirements.
- Coordination with the County EMS Authority.
- Oversight of EMS training and certification maintenance.
- Advisory review of quality improvement practices.

6. FIRE PREVENTION OVERSIGHT

APCWD shall provide fire prevention supervisory support, including:

- Oversight of fire code enforcement activities.
- Plan review and inspection program guidance.
- Assistance with development or revision of fire prevention policies.
- Advisory support related to public education and prevention programs.

APCWD personnel may assist with plan review and inspection services when reasonably requested and when time allows, subject to compensation under the Agreement.

7. ADMINISTRATIVE SUPPORT SERVICES

APCWD shall provide administrative support related to:

- Budget preparation and financial review for fire operations.
- Assistance with grant applications and reporting.
- Support with recordkeeping and documentation standards.
- Advisory input regarding cost recovery and fee schedules.

8. LIMITATIONS OF SERVICES

- A. MVCSD personnel shall remain employees or volunteers of MVCSD.
- B. APCWD shall not assume employer responsibilities for MVCSD personnel.
- C. APCWD shall not assume ownership or maintenance responsibility for MVCSD facilities or apparatus.
- D. Services provided under this Exhibit are limited to those reasonably achievable within the agreed compensation structure.

9. EXPANDED DUTIES

If the MVCSD Fire Chief position becomes vacant and APCWD is requested to assume expanded or interim Fire Chief responsibilities beyond the scope described herein:

1. The Parties shall negotiate a written amendment to the Agreement.
2. The amendment shall define expanded duties and compensation adjustments.
3. Compensation shall reflect actual time and cost incurred.

No expanded duties shall be presumed without written amendment.

10. TIME COMMITMENT

Services shall be provided at an estimated average of 15 hours per month, unless otherwise agreed in writing. Actual hours may vary depending on operational needs. APCWD shall not be obligated to provide services in excess of the agreed monthly estimated hours without prior written authorization from MVCSD.