

**AGREEMENT TO PROVIDE FIRE SERVICES**  
**Between**  
**THE SANTA BARBARA COUNTY FIRE DEPARTMENT**  
**And**  
**THE SANTA YNEZ BAND OF CHUMASH INDIANS**

**THIS FIRE PROTECTION AGREEMENT** (hereafter AGREEMENT) is made by and between the Santa Barbara County Fire Department (hereafter FIRE), and the Santa Ynez Band of Chumash Indians, a federally recognized Indian Tribe, (hereafter CHUMASH) wherein FIRE agrees to provide and CHUMASH agrees to accept the services of FIRE specified herein, and CHUMASH agrees to provide and FIRE agrees to accept the services of CHUMASH specified herein.

**WHEREAS**, FIRE and CHUMASH desire to establish a mutually beneficial working relationship to enhance responses to fires, medical emergencies and other all-risk emergencies (hereinafter Emergency Response) within the boundaries of the Santa Ynez Reservation; and

**WHEREAS**, FIRE and CHUMASH desire to establish a mutually beneficial working relationship to enhance FIRE's Emergency Response to life/fire and other all-risk emergencies at and around the CHUMASH Casino, 3400 East Highway 246; and

**WHEREAS**, CHUMASH have requested FIRE to assist in the provision of necessary Emergency Response pursuant to this AGREEMENT; and

**WHEREAS**, FIRE has expressed willingness to provide Emergency Response pursuant to this AGREEMENT; and

**WHEREAS**, CHUMASH desire to support service from FIRE and desire to enhance Emergency Response to the greater Santa Ynez area; and

**WHEREAS**, CHUMASH desire to assist FIRE with Emergency Response pursuant to this AGREEMENT; and

**WHEREAS**, CHUMASH agree to continue to fund paramedic services to the residents of Santa Ynez and east Solvang and have offered to continue funding, as they have since 2002, one FIRE Firefighter/Paramedic Post position at Fire Station 32 in the Santa Ynez Valley; and

**WHEREAS**, CHUMASH agree to fund an additional FIRE Firefighter/Paramedic Post position at Fire Station 30 in Solvang effective April 1, 2016; and

**WHEREAS**, CHUMASH agree to provide the funds necessary to purchase a fully equipped aerial ladder truck; and

**WHEREAS**, pursuant to California Government Code Section 54981.7, "A ... county may enter into a contract with an Indian tribe for the ... county to provide fire protection services

...for the Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands.”

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**DESIGNATED REPRESENTATIVE:** Eric L. Peterson, Fire Chief, at phone number (805) 681-5507 is the representative of FIRE and will administer this AGREEMENT for and on behalf of FIRE. Mr. Vincent Armenta, Tribal Chairman, at phone (805) 688-7997, is the authorized representative for CHUMASH. Changes in designated representatives shall be made only after advance written notice to the other party.

**SCOPE OF WORK:** FIRE and CHUMASH agree to provide services in accordance with the SCOPE OF WORK attached hereto as Exhibit A and incorporated herein by reference.

**ANNUAL OPERATING PLAN:** An Annual Operating Plan (PLAN) will include lists of principal personnel, dispatching procedures, mutual aid response areas and other items necessary for efficient implementation. This PLAN, as it may be updated from time to time, shall become attached hereto as Exhibit D and made a part of this Agreement.

**TERM:** This AGREEMENT shall commence on July 1<sup>st</sup>, 2015 and end on June 30, 2034. Thereafter, unless terminated by either party, this AGREEMENT shall automatically renew for an additional one-year term. The annual renewal will continue until terminated by either party with written notice of non-renewal given to the other party at least ninety (90) days prior to such renewal.

**COMPENSATION OF FIRE:** FIRE shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Compensation for services is for the Santa Ynez Reservation as it exists at the time this agreement is signed. Any intensification of land use on, or annexation of land to the Santa Ynez Reservation shall be grounds for renegotiation of compensation.

**COMPENSATION OF CHUMASH:** CHUMASH shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

**STANDARD OF PERFORMANCE:** FIRE and CHUMASH represent that they have the skills and expertise necessary to perform the services required under this AGREEMENT. Accordingly, FIRE and CHUMASH shall perform services in the manner and according to the standards observed by a competent practitioner of the same profession.

**OWNERSHIP OF EQUIPMENT:** FIRE shall be the owner of all items incidental to the performance of this AGREEMENT other than any real property interest or office equipment located on the CHUMASH reservation. No transfer of ownership of equipment from FIRE to CHUMASH shall occur as a result of this AGREEMENT.

**INSURANCE:** CHUMASH and FIRE shall agree to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

**NONDISCRIMINATION:** FIRE hereby notifies CHUMASH that the County of Santa Barbara's (hereafter COUNTY) Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this AGREEMENT and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein.

**ASSIGNMENT:** Neither CHUMASH nor FIRE shall assign any of its rights or transfer any of its obligations under this AGREEMENT without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**TERMINATION:**

A. **Termination for Convenience:** Either party may terminate this AGREEMENT upon ninety (90) days written notice to the other.

B. **Termination for Cause:** Should either party default in the performance of this AGREEMENT or materially breach any of its provisions, the non-breaching party may, at the non-breaching party's sole option, terminate this AGREEMENT by written notice which shall be effective upon receipt by the breaching party.

C. Notwithstanding any other payment provision of this AGREEMENT, CHUMASH shall pay FIRE for service performed up to the date of termination and includes a prorated amount of compensation due hereunder less payments, if any, previously made.

**SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

**SEVERABILITY:** If any one or more of the provisions contained herein 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 hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**REMEDIES NOT EXCLUSIVE:** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**TIME IS OF THE ESSENCE:** Time is of the essence in this AGREEMENT and each covenant and term is a condition herein.

**NO WAIVER OF DEFAULT:** No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power nor shall it be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this AGREEMENT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party.

**ENTIRE AGREEMENT AND AMENDMENT:** In conjunction with the matters considered herein, this AGREEMENT contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This AGREEMENT may be altered, amended, or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means. Each party waives their future right to claim, contest, or assert that this AGREEMENT was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppels.

**SUCCESSORS AND ASSIGNS:** All representations, covenants, and warranties set forth in this AGREEMENT, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors, and assigns.

**COMPLIANCE WITH LAW:** Both parties shall, at their sole cost and expense, comply with all applicable County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this AGREEMENT.

**CALIFORNIA LAW:** Federal law and the laws of the State of California shall govern this AGREEMENT. Any litigation regarding this AGREEMENT or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court. Nothing herein shall extend the jurisdiction of the State of California and/or COUNTY over CHUMASH.

**EXECUTION OF COUNTERPARTS:** This AGREEMENT may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**AUTHORITY:** All parties to this AGREEMENT warrant and represent that they have the power and authority to enter into this AGREEMENT in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this AGREEMENT have been fully complied with. Furthermore, by entering into this AGREEMENT, CHUMASH hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CHUMASH is obligated, which breach would have a material effect hereon.


**PRECEDENCE:** In the event of conflict between the provisions contained in the numbered sections of this AGREEMENT and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions in Exhibit A "Statement of Work" and Exhibit D "Annual Operating Plan", the provisions of Exhibit A shall prevail over Exhibit D.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT to be effective on the date it is fully executed.

COUNTY OF SANTA BARBARA

SANTA BARBARA COUNTY FIRE DEPARTMENT

By: \_\_\_\_\_  
Janet Wolf, Chair, Board of Supervisors

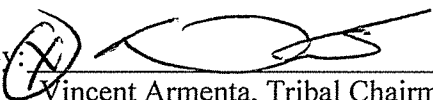
By:  \_\_\_\_\_  
Eric L. Peterson, Fire Chief

Date: \_\_\_\_\_

ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER

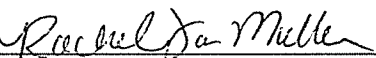
SANTA YNEZ BAND OF CHUMASH INDIANS

By: \_\_\_\_\_  
Deputy Clerk

By:  \_\_\_\_\_  
Vincent Armenta, Tribal Chairman

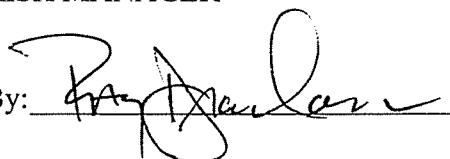
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy

By:  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK MANAGER

By:  \_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

- A. **Delivery of Services:** The Fire Department (FIRE), through its Fire Chief, shall deliver Fire Protection and Emergency Medical Services (as defined herein) within the boundaries of the Santa Ynez Indian reservation as the boundaries exist upon the execution of this agreement ("Service Area") and on the terms and conditions set forth herein. The property known as Camp 4 is not covered under this AGREEMENT. If the property becomes part of the CHUMASH reservation boundaries, this AGREEMENT may be revisited. In such case, either party can request renegotiation of this AGREEMENT upon 90 days advance notice to the other.

The services to be provided by FIRE in this Service Area shall include two (2) additional Post positions, 24 hours a day, 7 days a week equal to six (6) Full Time Equivalent (FTE) positions. The first Post position will be utilized as the fourth Firefighter/Paramedic at Fire Station 32 in Santa Ynez. The second Post position will be established April 1, 2016 and be utilized as the fourth Firefighter/Paramedic at Fire Station 30 in Solvang.

Services shall also include the one time purchase of a fully equipped aerial ladder truck, up to 100 feet, to be utilized at either Fire Station 32 in Santa Ynez or Fire Station 30 in Solvang and appropriate for use in the event of a fire at the Chumash Hotel Tower.

The Fire Chief may, at his sole discretion, temporarily divert such assigned personnel and vehicles outside the boundaries of the Service Area as deemed necessary for fire protection and emergency medical services in the immediate area, including, but not limited to, emergency medical responses, structure fires, vegetation fires, vehicle accidents, and training responsibilities. Such diversions outside of the Service Area should be kept to a minimum.

- B. **Community Relations:** FIRE will also strive to enhance service on the Chumash Indian Reservation by working with the CHUMASH to enact fire prevention and education programs designed to foster a mutually beneficial relationship between tribal members, FIRE, and the community at large.
- C. **Exclusive Authority To Direct Activities:** The planning, organization, scheduling, direction, supervision, standards of performance, and discipline of FIRE personnel, and all other related matters incidental to the delivery of Fire Protection and Emergency Medical Services to CHUMASH under this agreement shall be within the sole and exclusive authority of and as determined by the Fire Chief. Nothing herein shall be deemed to limit the Fire Chief's authority to move, transfer and/or discipline FIRE personnel as the Fire Chief in his/her discretion deems appropriate.
- D. **Fire Department Budget:** While the CHUMASH recognizes the Board of Supervisors' exclusive budget authority, it is the intent of the CHUMASH that this agreement is to obtain

services for a fourth Firefighter/Paramedic Post position at Fire Station 32 and a fourth Firefighter/Paramedic Post position at Fire Station 30, and that these funds not be used to supplant FIRE's existing budget.

Notice under this Contract shall be sent to the following:

SANTA BARBARA COUNTY  
FIRE DEPARTMENT  
Attn: Fire Chief  
4410 Cathedral Oaks Road  
Santa Barbara, CA 93110

SANTA YNEZ BAND OF CHUMASH INDIANS  
Attn: Chairman  
P.O. Box 517  
Santa Ynez, CA 93460

## **EXHIBIT B**

### **Compensation**

During the term of this Agreement CHUMASH shall provide FIRE with the amount necessary to maintain one Firefighter/Paramedic Post position, on a 24 hour per day, 365 days per year basis, at Fire Station 32 in Santa Ynez. The funds provided by the CHUMASH will fund one (1) Post position which is equal to 3 full time equivalent (FTE) Firefighter/Paramedic positions, plus an additional fraction of a position to cover constant staffing requirements at FIRE. This Post position, also referred to as the "fourth firefighter," at Station 32 allows for the station to be staffed with 4 persons 24 hours per day, 7 days per week. Constant staffing assures a person is on duty regardless of vacations, illness, holidays, etc.

In addition to the above, effective April 1, 2016 CHUMASH will also fund a second Firefighter/Paramedic Post position which is equal to 3 full time equivalent (FTE) Firefighter/Paramedic positions, plus an additional fraction of a position to cover constant staffing requirements at FIRE. This Post position, also referred to as the "fourth firefighter," at Fire Station 30 in Solvang allows for the station to be staffed with 4 persons 24 hours per day, 7 days per week. Constant staffing assures a person is on duty regardless of vacations, illness, holidays, etc.

The two additional Post positions equate to a total of six (6) FTE Firefighter/Paramedic positions of ongoing funding.

Each year, CHUMASH will pay FIRE for the cost of two Firefighter/Paramedic Post positions. The current annual cost for both Firefighter/Paramedic Post positions is \$1,162,000. The cost of both Firefighter/Paramedic Post positions will be reviewed annually when the FIRE budget is adopted. Non-labor costs and departmental overhead charges are excluded.

On a one-time basis, the CHUMASH shall provide FIRE with the funds necessary to purchase one fully equipped aerial ladder truck, up to 100 feet, not to exceed \$1.6 million. The aerial ladder truck must be stationed at either Fire Station 30 in Solvang or Fire Station 32 in Santa Ynez, but may respond countywide, if necessary. The aerial ladder truck must be appropriate for use in the event of a fire at the Chumash Hotel Tower and the purchase of the equipment must be agreeable to both parties. Both parties will use good faith efforts to agree on the actual specifications of the aerial ladder truck to ensure that the equipment is suitable for use on the Chumash Hotel Tower. The purchased aerial ladder truck shall be the property of FIRE, and maintenance and replacement of such apparatus and equipment shall be the responsibility of FIRE.

FIRE shall bill the CHUMASH in advance for the following quarter for the cost of the Post positions. The CHUMASH shall pay the quarterly bill within (10) days before the beginning of the quarter. This requirement to pre-pay quarterly for the following three months of FIRE Services, is specially negotiated to mitigate the impacts of the CHUMASH's sovereign immunity from suit.



In the event that during the term of this AGREEMENT, COUNTY receives any funds from the Special Distribution Fund (SDF) created under the gaming compact between the CHUMASH and the State of California, or any other mitigation fund or payments established pursuant to any tribal-state gaming compact or other agreement regarding gaming, and such funds are used to fund, or partially fund the services covered in this AGREEMENT, the funding obligation of CHUMASH under this AGREEMENT shall be reduced on a dollar for dollar basis.

FIRE agrees to reimburse the CHUMASH for Local Responsibility Area (LRA) responses requested by FIRE outside of the RESERVATION. Similar to Federal and State agreements, FIRE will not reimburse CHUMASH for a LRA incident for initial attack actions taking place during the first 12 hours following the initial request. All assistance beyond this "Mutual Aid" period will be reimbursed by FIRE to CHUMASH for the full period of time from initial request. Incidents that occur on State Responsibility Area (SRA) or Federal Responsibility Area (FRA) are not covered by this agreement.

Reimbursement for CHUMASH personnel and equipment will be based on rates on file with the California Office of Emergency Services at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

//

## EXHIBIT C

### SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

#### I. INDEMNIFICATION

##### A. INDEMNIFICATION BY THE CHUMASH:

CHUMASH shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CHUMASH, its officers, employees or agents.

##### B. INDEMNIFICATION BY COUNTY:

COUNTY shall defend, indemnify, and hold CHUMASH, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

##### C. NO AGENCY:

Except as otherwise specified herein, for the purposes of this section, the CHUMASH shall not be deemed to be FIRE's agent and FIRE shall not be deemed to be the CHUMASH agent.

##### D. NOTIFICATION:

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

##### E. CONTINUING OBLIGATION:

To the extent that COUNTY has agreed to indemnify, defend and hold harmless the CHUMASH, its officers, agents and employees under this AGREEMENT, said obligations shall continue to exist during the term of this AGREEMENT and subsequent to this AGREEMENT for those acts or omissions giving rise to liability which occurred during this AGREEMENT. To the extent that the CHUMASH has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this AGREEMENT, said obligations shall continue to exist during the term of this AGREEMENT and subsequent to this AGREEMENT for those acts or omissions giving rise to liability which occurred during this AGREEMENT.

F. INSURANCE:

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this AGREEMENT.

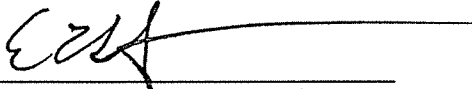
//

**EXHIBIT D**

**Annual Operating Plan**

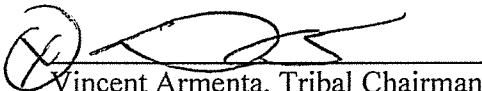
**Santa Barbara County Fire Department  
and  
Santa Ynez Band of Chumash Indians**

This Operating Plan has been approved by the following FIRE and CHUMASH administrators and is authorized as Exhibit D to be attached to the AGREEMENT.



Eric L. Peterson, Fire Chief  
Santa Barbara County Fire Department

4/27/15  
Date



Vincent Armenta, Tribal Chairman  
Santa Ynez Band of Chumash Indians

4/27/15  
Date

## I. IDENTIFICATION

This Annual Operating Plan (hereinafter called PLAN) is between the Santa Barbara County Fire Department (FIRE) and the Santa Ynez Band of Chumash Indians (CHUMASH).

## II. AUTHORITY

This PLAN is required by the Agreement to Provide Fire Services (hereinafter called the AGREEMENT) between FIRE and CHUMASH and dated July 1<sup>st</sup>, 2015. This PLAN shall be updated annually, if necessary, and shall be attached to and become part of the AGREEMENT as Exhibit D upon signature of all parties. Effective dates of this PLAN are July 1<sup>st</sup>, 2015 to June 30th, 2016 or until the next update if not updated annually.

## III. PURPOSE

This PLAN provides the officers and employees of FIRE and CHUMASH guidelines and information necessary to properly execute the terms of the AGREEMENT.

The objectives of this PLAN are to:

- A. Designate mutual aid response zones
- B. Define emergency response parameters for FIRE and CHUMASH to the mutual response zones.
- C. Describe Emergency Response Notification & Communications procedures
- D. Establish Command and Control criteria
- E. Set Training and Skills Proficiency requirements

## IV. OPERATING PROCEDURES

### A. FIRE RESPONSE AREA DESCRIBED

FIRE shall deliver Emergency Response (as defined herein) within the boundaries of the current existing Santa Ynez Reservation (RESERVATION) as the boundaries exist upon execution of this agreement under the terms and conditions set forth herein. The property known as Camp 4, which is currently held in trust, is not covered under this PLAN. If the property becomes part of the CHUMASH reservation boundaries, this PLAN may be revisited. In such case, either party can request renegotiation of this PLAN upon 90 days advance notice to the other.

### B. CHUMASH RESPONSE AREA DESCRIBED

CHUMASH will respond to those areas described below for vegetation fire responses:

1. Those areas within the boundaries of the RESERVATION; and
2. All areas in Santa Barbara County beyond those described above when specifically requested by FIRE

C. FIRE EMERGENCY RESPONSE DESCRIBED:

The emergency response to be provided by FIRE on the RESERVATION shall include response to all reported emergencies utilizing the personnel and equipment necessary to handle a particular emergency and shall be commensurate with FIRE's response to emergencies throughout the Santa Barbara County Fire Protection District.

D. CHUMASH Emergency Response Described:

1. CHUMASH has the capability to respond to vegetation fire emergency incidents with one Type 3 Engine and/or one Type 6 Engine.
  - a. The Type 3 Engine will respond to an emergency incident with a minimum of 3 personnel; and
  - b. The Type 6 Engine will respond to an emergency incident with a minimum of 2 personnel; and
  - c. CHUMASH personnel shall respond with the appropriate personal protective equipment (PPE) as outlined in Title 8, Article 10.1 of the California Code of Regulations.
2. Once CHUMASH acquire a Type I Engine and provide fully trained and qualified personnel, a Type I Engine with a minimum of three personnel may be utilized on structure fires and other emergency incidents upon request by FIRE.

E. RESPONSE NOTIFICATION & COMMUNICATIONS

1. The County Public Safety Dispatch Center is the recognized communication center to initiate responses within the area served by FIRE.
2. FIRE has no general obligation to provide dispatch services to CHUMASH but may request the CHUMASH response under conditions outlined in this PLAN.
3. CHUMASH shall have necessary and compatible communications with FIRE. The Santa Barbara County Operational Area Mutual Aid Plan, Appendix A - Communications (hereinafter FIRE Communications Manual) will be used as a guide for required frequencies.
4. When responding under this PLAN, FIRE shall authorize CHUMASH to use frequencies designated for FIRE and CHUMASH shall adhere to the policy set forth in the FIRE Communications Manual.
5. Notwithstanding the automatic aid response for vegetation fires, a FIRE officer may request a response from CHUMASH via radio contact with Dispatch. The request will identify the type and amount of assistance needed. Upon receiving the request, Dispatch will announce this request via FIRE Channel 1 to notify CHUMASH. Response by CHUMASH shall not unnecessarily deplete the resources of the CHUMASH, in the opinion of the CHUMASH Fire Chief and based upon existing conditions.

6. Should a question/concern arise regarding a particular response, response processes or the provision of emergency service as outlined by this PLAN, the on-duty FIRE Battalion Chief Officer shall be the first contact. The Battalion Chief and the CHUMASH Fire Chief will jointly review circumstances surrounding the issue. If needed, subsequent recommendations to correct the deviation will be submitted to the FIRE Operations Division Chief and CHUMASH Fire Chief within three (3) weeks from the meeting date.

F. COMMAND AND CONTROL

The first on-scene officer from FIRE will assume Incident Command responsibilities. If CHUMASH arrives on scene first, they will provide updated information to the first responding FIRE officer. All precepts of the Incident Command System (ICS) will apply.

G. TRAINING AND SKILLS PROFICIENCY

The CHUMASH Fire Chief will ensure that CHUMASH responders have had sufficient training to meet the minimum requirements listed below. The CHUMASH Fire Chief shall also be responsible for the physical fitness of their responders in adherence with NWCG 310-1.

1. California State Certified Firefighter I or completion of California State Fire Training Fire Academy.
2. California State Certified Emergency Medical Technician.
3. All CHUMASH crew leaders shall have completed S-215 "Fire Operations in the Urban Interface", and maintain currency.
4. Communication Practices - Responders shall adhere to the policies set forth in FIRE Communications Manual.
5. Joint Training - CHUMASH and FIRE will make every attempt to conduct joint training events annually so as to familiarize themselves with personnel and equipment in each agency.
6. Training Certification - Each January the CHUMASH Fire Chief shall provide to FIRE a roster naming the department members and certify that said members meet the provisions of this Section.

H. ENFORCEMENT OF LOCAL AND STATE LAWS:

The parties agree that FIRE is not responsible for the enforcement of tribal ordinances and does not have authority to enforce the Santa Barbara County Fire Code or the California Fire Code within the boundaries of the Reservation.

I. COMMUNITY RELATIONS:

FIRE will also strive to enhance service on the RESERVATION by working with the CHUMASH to foster a mutually beneficial relationship between tribal members, FIRE, and the community at large.

J. NOTICES:

Any notice or consent required or permitted to be given under this PLAN shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To FIRE: Santa Barbara County Fire Department  
Attention: Fire Chief  
4410 Cathedral Oaks Road  
Santa Barbara, CA 93110

To CHUMASH: Santa Ynez Band of Chumash Indians  
Attention: Chairman  
P.O. Box 517  
Santa Ynez, CA 93460