



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Don Trapp
Telephone Number	909-387-5779
Contractor	City of Riverside
Contractor Representative	Michael Moore
Telephone Number	
Contract Term	7/1/2019 to 6/30/2024
Original Contract Amount	0
Amendment Amount	0
Total Contract Amount	0
Cost Center	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT FOR MUTUAL AID BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND CITY OF RIVERSIDE

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD") and the CITY OF RIVERSIDE (herein referred to as "THE CITY").

WITNESSETH:

WHEREAS, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens of County and THE CITY to provide the most expeditious response to suppress fires and render other emergency service; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of like fire, rescue and emergency medical services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake mutual aid under the terms, provisions, and conditions hereinafter provided.

A. MUTUAL AID:

1. THE CITY and SBCFPD agree to provide assistance mutually for emergency incidents that do, or may, surpass the receiving party's capabilities.
2. Mutual Aid responses from either party shall include personnel, equipment, material and supplies such as are usually and customarily used within the sending party's jurisdiction, notwithstanding any other provisions of this Agreement.
3. SBCFPD will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within THE CITY jurisdictional boundaries. THE CITY will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within SBCFPD's jurisdictional boundaries. Resources requested by either SBCFPD or THE CITY will be released as soon as possible by the requesting party.
4. The terms, as listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither SBCFPD nor THE CITY in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. 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 THE CITY. The terms, as agreed upon by both SBCFPD and THE CITY are recorded in the Operating Plan (Attachment "A"). Said attachment "A" is hereby made a part of this Agreement by this reference.
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the

direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.

8. Neither SBCFPD nor THE CITY shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
9. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.
10. When service is rendered, THE CITY shall have the option to recover costs by participating in SBCFPD's Cost Recovery Program. In turn, SBCFPD shall have the option to recover cost by participating in THE CITY's Cost Recovery Program. The assisting fire department shall submit the designated forms to the responsible fire department. The responsible fire department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

B. AUTOMATIC AID

1. There is no Automatic Aid.

C. INDEMNIFICATION

1. THE CITY agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. THE CITY's indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.
2. SBCFPD agrees to indemnify, defend (with counsel reasonably approved by THE CITY) and hold harmless THE CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by THE CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. SBCFPD's indemnification obligation applies to THE CITY's "active" as well as "passive" negligence but does not apply to THE CITY's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

D. COMPARATIVE FAULT

In the event that SBCFPD and THE CITY are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, SBCFPD and or THE CITY shall indemnify the other to the extent of its comparative fault.

E. INSURANCE

1. SBCFPD and THE CITY 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. At no time shall the employees of one party be considered the employees of the other.
- F. **DISCRIMINATION**: The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.
- G. **WAIVER OF BREACH**: A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- H. **APPLICABLE LAWS**: At all times during the term of this Agreement, SBCFPD and THE CITY 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.
- I. **GENERAL PROVISIONS**: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.
 1. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
 2. Time is of the essence of this Agreement. Neither SBCFPD nor THE CITY shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
 3. Unless otherwise specified in THE CITY's Council or by THE CITY's Fire Chief or his/her designee in conformance with THE CITY's policies.
 4. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

J. TERM

1. The term of this Agreement shall be for a period of five (5) years until June 30, 2024.
2. Either party may, by written notice to the other party, terminate 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 ninety (90) days after the date of such notice.

K. NOTICE; MISCELLANEOUS

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

SBCFPD:

San Bernardino County Fire Protection District
Attn: Fire Chief
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

THE CITY:

City of Riverside
Attn: Fire Chief
3401 University Ave.
Riverside, CA 92501

Either party upon written notice may change such addresses to the other party given as provided in this section.

2. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.
- L. **CAPTIONS:** The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

M. DISTRICT REPRESENTATIVES:

1. "THE CITY's Representative" – THE CITY's hereby designates THE CITY Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. THE CITY's Representative shall have the power to act on behalf of THE CITY for all purposes under this Agreement. Consultants shall not accept direction or orders from any person other than The City's Representative or his or her designee.
2. "SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

N. VENUE

1. The venue of any action or claim brought by any party to the Agreement will be the Superior 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 the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

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

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

► _____
Curt Hagman, Chairman, 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 _____
Deputy

CITY OF RIVERSIDE
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Scott Runyan, Deputy County Counsel	► _____	► _____ Don Trapp, Interim Fire Chief/Fire Warden
Date _____	Date _____	Date _____

**OPERATING PLAN BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF RIVERSIDE**

**Attachment "A"
2019**

INTRODUCTION

The purpose of this Operating Plan is to define the process for implementing the Mutual Aid Agreement. This Plan consists of:

- I. Automatic Aid**
There is no Automatic Aid.
- II. Mutual Aid**
Any request under this agreement shall be 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.
- III. Types of Mutual Aid Equipment**
This agreement is for large incident support and may include resources such as Type 1 and Type 3 Engines, Water Tenders, or Trucks. Up to five (5) resources may be requested under this agreement.
- IV. Addition Equipment**
This agreement excludes Hand Crews, Dozers, Aircraft, Technical Rescue Units, Hazardous Materials Units, or Overhead Personnel which may be requested under California Master Mutual Aid (MMA) or Assistance by Hire (ABH) and subject to approval by sending agency.
- V. Incident Response**
Mutual Aid resources will be the closest most appropriate as determined by the providing agencies Duty Officer.
- VI. Incident Communications**
Units shall be dispatched on their agency standard frequency. While enroute, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.
- VII. Incident Management**
As resources arrive command responsibility is transferred through the following succession, first arriving Company Officer, who may pass command to second arriving Company Officer, then responsibility for coping with the incident shall be immediately assumed by the jurisdictional department upon its arrival. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional department. All incidents will be managed under the Incident Command System (ICS).

**Don Trapp, Interim Fire Chief
San Bernardino County Fire Protection District**

**Michael Moore, Fire Chief
City of Riverside**

Date

Date