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## San Bernardino County Fire Protection District

<b>Department Contract Representative</b>	<u>Dan Munsey</u>
<b>Telephone Number</b>	<u>387-5779</u>
<b>Contractor</b>	<u>City of Colton</u>
<b>Contractor Representative</b>	<u></u>
<b>Telephone Number</b>	<u></u>
<b>Contract Term</b>	<u>Effective Date through June 30,</u> <u>2029</u>
<b>Original Contract Amount</b>	<u></u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u></u>
<b>Cost Center</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID  
BETWEEN  
THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT  
AND  
CITY OF COLTON**

This Agreement is made and entered into by and between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (herein referred to as "the Agency") and the CITY OF COLTON (herein referred to as "the City").

**WITNESSETH:**

**WHEREAS**, each of the parties to this Agreement maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions, and are legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

**WHEREAS**, it is in the best interest of the citizens served by the Agency and the City for each party to provide the most expeditious response to suppress fires and render other emergency services; and

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

**WHEREAS**, each party agrees that this Agreement is not intended to supplement, release, or replace each party's obligation to provide fire protection and rescue services within their respective jurisdiction; and

**WHEREAS**, each of the parties to this Agreement participate in the California Disaster and Civil Defense Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department; and

**WHEREAS**, the parties to this Agreement are authorized to render aid to each other pursuant to Government Code sections 55632 and 6500-6522 and Health and Safety Code sections 13050, 13863 and 13877.

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

**A. MUTUAL AID:**

1. "Mutual Aid" is defined as the request of resources based on the needs determined by the persons or entities managing the incident, and subject to authorization by the responding party for each request.
2. "Requesting Party" shall mean any party to this Agreement that requests fire protection or emergency services within its jurisdiction from the other party to this Agreement.
3. "Responding Party" shall mean any party to this agreement that receives a request for fire protection or emergency services within its jurisdiction from the other party to this Agreement.
4. The City and Agency agree to provide Mutual Aid for emergency incidents that do, or may, exceed the Requesting Party's capabilities.
5. Mutual Aid responses from either party shall include personnel, equipment, material, and supplies such as are usually and customarily used within the Responding Party's jurisdiction. Mutual Aid, for purposes of this Agreement, shall include requests for station coverage when one of the parties to this Agreement is experiencing a reduction in station personnel as a result of an incident occurring in the Requesting Party's jurisdiction.
6. Agency 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's 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 Agency's jurisdictional boundaries. Resources requested by either Agency or the City will be sent as expeditiously as possible to the Requesting Party, and will be released by the Requesting Party as soon as possible.

7. The terms of providing Mutual Aid, as listed in Section A.6., are conditional upon the availability of resources from the Responding Party. Neither Agency 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.
8. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation of using its own resources for furnishing fire and/or rescue response services within any part of its own jurisdiction, and that the Responding Party'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 at the time of the request. If the Responding Party cannot respond under this Agreement, it must immediately notify the Requesting Party.
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 which will be signed by the Fire Chiefs of Agency and the City. The Operating Plan is attached to this Agreement as Attachment "A".
10. In those instances where the Responding Party arrives before the Requesting Party, the Responding Party will take the necessary action dictated by the situation. However, it is assumed that the Requesting Party will arrive shortly after the arrival of the Responding Party. Thereafter, the responsibility for managing the situation will be immediately assumed by the Requesting Party upon its arrival at the scene, subject to a brief period of time built in for the sharing of information between the two departments and the transition of responsibility for the incident. The Responding Party's personnel will then be under the direction of the officer-in-charge of the Requesting Party. It is further agreed that the Responding Party will be a priority release from the scene as soon as is practical by the Requesting Party.
11. Except as provided in Section D., neither Agency 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. It shall be the responsibility of the Requesting Party to utilize the personnel, resources, and equipment of the Responding Party only to the extent that use of such resources is required to bring the emergency under control.
12. 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.
13. City may pursue their own cost recovery for City's costs. Agency may pursue their own cost recovery for Agency's costs. Agency shall not complete any cost recovery for City's costs. City shall not complete any cost recovery for Agency's costs.
14. Except as provided in Section D., each party shall be fully responsible for all repairs, maintenance, and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement,

outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the Requesting Party shall replenish fuel as needed and provide necessary minor maintenance, as that term is defined by this section, on responding equipment to keep it operational during the event. "Minor maintenance" shall generally mean repairs that are less than \$100 of value in time and materials, including (but not necessarily limited to) repairs to flat tires, belts, and other small malfunctions that can be handled quickly and inexpensively by the Requesting Party. "Minor maintenance" shall not include major repairs, such as replacement of the transmission or major engine parts, which repairs shall be the responsibility of the party who is providing the equipment to the Requesting Party.

15. Any chemical agents or expandable supplies used during the incident by the Responding Party shall be replenished by the Requesting Party.

**B. AUTOMATIC AID:**

1. "Automatic Aid" is defined for purposes of this Agreement as the immediate dispatch of a fire or emergency unit within the jurisdiction of the Requesting Party under predetermined terms and conditions agreed upon by the parties to this Agreement and will be included in the Operating Plan. Automatic Aid, for purposes of this Agreement, shall not include requests for station coverage as a result of an incident occurring within the Requesting Party's jurisdiction.
2. Agency will, upon notification from its primary dispatch facility that services are sought by the Requesting Party, respond with the pre-identified type of emergency equipment to an emergency incident within the City's jurisdictional boundaries. This is to be an immediate response, not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should the City request additional units, the Agency Duty Officer shall be notified and that request shall be classified and handled as a "mutual aid" request, subject to discretionary approval by the Duty Officer.
3. The City will, upon notification from its primary dispatch facility that services are sought by the Requesting Party, respond with the pre-identified type of emergency equipment to an emergency incident within Agency's jurisdictional boundaries. This is to be an immediate response, not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should Agency request additional units, the City's Duty Officer shall be notified, and that request shall be classified and handled as "mutual aid" request, subject to discretionary approval by the Duty Officer.
4. Details as to amounts and types of assistance to be automatically dispatched, methods of dispatching and communications, shall be recorded in an Operating Plan which is signed by the Fire Chiefs of Agency and the City.
5. The terms listed in Sections B.2 through B.5 above are conditional upon the availability of resources from the Responding Party. Neither party, in rendering aid to the other, shall be obligated to send resources that are previously committed to incidents in progress or to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the Responding Party shall make such determination, based upon current circumstances in the Responding Party's jurisdiction, available equipment and personnel, and the Duty Officer's own best judgment. If the Duty Officer determines

a response is not possible under the circumstances, the Duty Officer shall inform the Requesting Party of that fact as expeditiously as possible.

6. In those instances where a Responding Party arrives before the Requesting Party, the Responding Party will take the necessary action dictated by the situation. However, it is assumed that the Requesting Party will arrive shortly after the arrival of the Responding Party. Thereafter, the responsibility for managing the situation will be immediately assumed by the Requesting Party upon its arrival at the scene. The Responding Party's personnel will be under the direction of the officer-in-charge of the Requesting Party. It is further agreed that the Responding Party will be released from the scene as soon as is practical by the Requesting Party.
7. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation of using its own resources for furnishing fire response services within any part of its own jurisdiction, and that the Responding Party'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 the Responding Party cannot respond under this Agreement, it must immediately notify the Requesting Party.
8. Except as provided in Section D., neither Agency 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. It shall be the responsibility of the Requesting Party to utilize the personnel, resources, and equipment of the Responding Party only to the extent that use of such resources is required to bring the emergency under control.
9. City may pursue their own cost recovery for City's costs. Agency may pursue their own cost recovery for Agency's costs. Agency shall not complete any cost recovery for City's costs. City shall not complete any cost recovery for Agency's costs.
10. Except as provided in Section D., each party shall be fully responsible for all repairs, maintenance, and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement, outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the Requesting Party shall replenish fuel as needed and provide necessary minor maintenance, as that term is defined in Section A.14, on responding equipment to keep it operational during the event.
11. Any chemical agents or expandable supplies used during the incident by the Responding Party shall be replenished by the Requesting Party.

**C. BOUNDARY DROP:**

1. For purposes of this Agreement, "Boundary Drop" shall mean the use of the closest fire unit regardless of jurisdiction.
2. Agency and the City agree to participate in Boundary Drop, to adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in this Agreement.

3. Details as to amounts and types of assistance to be automatically dispatched under Boundary Drop, and preferred methods of dispatching and communications, shall be recorded in the Operating Plan.

**D. INDEMNIFICATION:**

1. City agrees to indemnify, defend (with counsel reasonably approved by Agency) and hold harmless Agency and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by the City, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of the City and for any costs or expenses incurred by Agency 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 Agency's "active" as well as "passive" negligence but does not apply to Agency's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.
2. Agency 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 the performance of this Agreement by Agency, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of Agency 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. Agency'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

**E. COMPARATIVE FAULT:**

In the event that Agency 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, Agency and/or the City shall indemnify the other to the extent of its comparative fault.

**F. INSURANCE:**

Agency and the City are authorized self-insurance public entities 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 terms, conditions, or obligations of this Agreement. Either party may request that the other party furnish satisfactory evidence of the required insurance coverage upon request. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

**G. STANDARD OF CARE:**

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the Agreement by imposing a standard of care that is different from the standard of care otherwise required under the law applicable to each party.

**H. RELATIONSHIP OF THE PARTIES:**

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

**I. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES:**

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**J. NONDISCRIMINATION:**

Each party shall comply with all applicable federal, state, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Code of Regulations, Title II, Division 4, Chapter 5; and California Labor Code Sections 1101 and 1102. Neither Party shall discriminate against any subcontractor, employee, applicant or any person for employment or in the provision of services because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**K. 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.

**L. APPLICABLE LAWS:**

At all times during the term of this Agreement, Agency and the City shall comply with all applicable laws, ordinances, rules and regulations of the United States of America and the State of California, including all agencies and subdivisions thereof.

**M. 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 Agency 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. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such duty or act.
4. This Agreement must be authorized by the legislative body for each contracting party before it can take effect, and sets forth the entire agreement and understanding between the Agency and the City with respect to the subject matter of this Agreement.
5. This Agreement may not be amended or altered without the written consent of each party.
6. If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
7. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.
8. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Agency and City acknowledge that Agency is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. As a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations, Agency shall not share any protected health information with City unless authorized by HIPAA/HITECH and state privacy laws, rules, and regulations. To the extent City receives any protected health information from Agency, City shall ensure it complies with all applicable privacy laws, rules, and regulations related to such protected health information, including but not limited to HIPAA and HITECH. This provision shall remain in force even after the termination of this Agreement.
9. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs 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 Indemnification and Insurance Requirements.
10. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

**N. TERM AND TERMINATION; MODIFICATION:**



1. The term of this Agreement shall be from the date on which it is approved by the legislative bodies of both Agency and the City (“Effective Date”). Following the Effective Date, the term will be through June 30, 2029, unless earlier terminated by either party in accordance with section N.2., below.
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, which date is at least ninety (90) days after the date of such notice. The Agreement may be modified only upon mutual written assent of both parties, in accordance with section M.5., above.

**O. 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:

**AGENCY:**

San Bernardino County Fire Protection District  
Attn: Fire Chief/Fire Warden  
598 S. Tippecanoe Ave., 2nd Floor  
San Bernardino, CA 92408

**THE CITY:**

City of Colton  
Attn: Fire Chief  
303 East E Street  
Colton, CA 92324

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.

**P. 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.

**Q. DISTRICT REPRESENTATIVES:**

1. The City's Representative — The City 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 full authority to represent and act on behalf of the City for all purposes under this Agreement. The City'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.

2. Agency's Representative — Agency hereby designates the Agency's Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. Agency's Representative shall have the full authority to represent and act on behalf of Agency for all purposes under this Agreement. Agency'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.

**R. VENUE:**

This Contract shall be governed by and construed according to the laws of the State of California. 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.

**S. NO ASSIGNMENT:**

This Agreement shall be binding on the successors and assignees of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

**T. SIGNATURE:**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

SAN BERNARDINO COUNTY FIRE  
PROTECTION DISTRICT

CITY OF COLTON

*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

By ► \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF  
THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD  
Lynna Monell, Secretary

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

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►  
Rick Luczak, Deputy County Counsel

►  
\_\_\_\_\_

►  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Attachment "A"**

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

**INTRODUCTION**

The purpose of this Operating Plan is to define the process for implementing the Automatic and Mutual Aid Agreement (collectively referred to as the "Agreement" or "Plan"). This Plan consists of:

**I. Automatic Aid**

The City shall provide Automatic Aid to SBCFPD areas identified on Attachment "B" and/or defined as VLY02, VLY15, and VLY16. The City shall provide the same type and level of service provided to its area on initial alarm. Resource needs beyond the initial alarm shall be the responsibility of SBCFPD.

SBCFPD shall provide Hand Crew and Dozer response for wildland fires within the area identified in Attachment "C" and/or defined as La Loma Hills. Automatic Aid shall consist of one (1) module of SBCFPD's hand crew and one (1) Dozer with Swamper when staffed and available to confirmed wildland fires. Resource needs beyond this initial response shall be the responsibility of the City.

**II. Boundary Drop**

SBCFPD and the City agree to participate in Boundary Drop to the extent identified in this Agreement. The resources dispatched to an incident type under Boundary Drop will be dispatched according to the requesting agencies' response plan built in the Computer Aided Dispatch and approved by the sending agency's Fire Chief.

Response plan updates that may affect the other Party shall not be made without review and approval of the affected Party's Fire Chief. Without specific approval from the sending agency, response plans shall not be built to request more than two (2) Boundary Drop units to any single incident. Boundary Drop units may include Type I and III Engines but not more than one (1) Truck or Water Tender. Resource needs beyond the Boundary Drop agreement shall be handled under Mutual Aid. It is agreed that SBCFPD or the City by the Fire Chiefs or their designee shall have the authority to jointly make day-to-day operational updates to the response plans of the agreed upon call types and are conditional upon the availability of resources from the assisting Party. Notifications of any operational updates will be sent to both agencies and any effected dispatch center.

**III. Mutual Aid**

Any request beyond Automatic Aid or Boundary Drop shall be Mutual Aid. Immediately upon receiving a Mutual Aid request, the sending agency's dispatch center shall contact the sending agency's Duty Officer to approve or deny the request. Mutual Aid boundaries are at the discretion of the sending agency's Duty Officer.

**IV. Types of Mutual Aid Equipment**

May include Type 1 and Type 3 Engines or Trucks.

**V. Addition Equipment**

This Agreement excludes Aircraft, Technical Rescue Units, Hazardous Materials Units, Water Tenders or Overhead Personnel which may be requested under California Master Mutual Aid or Assistance by Hire and subject to approval by sending agency. The City may request Hand Crews or Dozers from SBCFPD beyond the Automatic Aid section of this Agreement.

**VI. Incident Response**

Automatic and Boundary Drop resources will be the closest available as determined by the sending agency's dispatch center. Mutual Aid resources will be the closest, most appropriate as determined by the providing agency's Duty Officer.

**VII. 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.

**VIII. 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 managing 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.

FIRE DEPARTMENT  
For City of Colton

SAN BERNARDINO COUNTY FIRE  
PROTECTION DISTRICT

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_, Fire Chief  
City of Colton Fire Department

\_\_\_\_\_, Fire Chief  
San Bernardino County Fire Protection District

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

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