



San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 387-5779

Contractor _____
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____

MEMORANDUM OF AGREEMENT BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND PARTICIPATING AGENCY REGARDING THE SAN BERNARDINO COUNTY REGIONAL URBAN SEARCH AND RESCUE TASK FORCE SIX RESPONSE SYSTEM

This Memorandum of Agreement (Agreement) is entered into by and between the parties designated in Section A, below, who agree that subject to all of the provisions of this Agreement, San Bernardino County Fire Protection District (hereafter referred to as "Sponsoring Agency") will serve as the Sponsoring Agency and _____ (hereafter referred to as "Participating Agency") will serve as a Participating Agency for the Sponsoring Agency's San Bernardino County Regional Urban Search and Rescue Task Force Six Response System (RTF-6). RTF-6 is not a legal entity, but rather a program developed by the Sponsoring Agency for urban search and rescue operations. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and it shall comply with all of the terms and conditions of this Agreement.

A. PARTIES

A.1 Sponsoring Agency:
San Bernardino County Fire Protection District
Address _____

A.2 Participating Agency:
Name _____
Address _____

B. DEFINITIONS

- B.1** Activation: Activation is the formal request through established notification procedures, to mobilize toward and deploy RTF-6 to a designated incident.
- B.2** Alert/Standby: An Alert is the first official level of readiness recognized by CalOES. Alert notification will be transmitted through the pre-established California Master Mutual Aid Agreement resource request ordering system. The common definition of an Alert is standby. When placed on Alert/Standby, RTF-6 may anticipate being activated anytime within the next 24 hours. Upon an Alert/Standby, RTF-6 is to initiate those activities that will ensure their availability to meet the response parameter of 45 minutes.
- B.3** CalOES: CalOES means the California Governor's Office of Emergency Services.
- B.4** Mobilization: Mobilization is the acquisition of apparatus, equipment and RTF-6 personnel to an assembly point, intelligence gathering and transportation of RTF-6 to mission assignment.
- B.5** National Urban Search & Rescue Response System: Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through Federal Emergency Management Agency ("FEMA"), operates the National Urban Search & Rescue Response System in conjunction with State and local governments.
- B.6** Participant: Participant is the employee of the Participating Agency.
- B.7** Participating Agencies: Other public fire agencies located in San Bernardino County that enter into an agreement similar to this Agreement with Sponsoring Agency.
- B.8** Participating Agency: See Section A.2 of this Agreement.
- B.9** San Bernardino County Regional Urban Search and Rescue Task Force Six Response System or RTF-6: San Bernardino County Fire Protection District is the Sponsoring Agency for San Bernardino County Regional Urban Search and Rescue Task Force Six Response System (the "RTF-6") and is responsible for, among other things, recruiting and organizing Participating Agencies for RTF-6. In the performance of its responsibilities, the Sponsoring Agency may enter into an agreement similar to this Agreement with other public fire agencies located in San Bernardino County to serve as Participating Agencies in RTF-6 setting forth the relationship between the parties. RTF-6 consists of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained and licensed with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of RTF-6. RTF-6 may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized activations.
- B.10** Sponsoring Agency: San Bernardino County Fire Protection District is the Sponsoring Agency and cooperating party under this Agreement.

C. PARTICIPATING AGENCY RESPONSIBILITIES

- C.1** Contingent upon availability, as further discussed in this Agreement, Participating Agency agrees to provide personnel to serve in certain designated positions on RTF-6 as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants," as well as other pertinent information about them is contained in Appendix "A", Participating Agency Participant's Contact Information.
- C.2** The parties both acknowledge and agree that Participating Agency's response to a request for assistance from Sponsoring Agency, as well as Participating Agency's ability to provide the requested personnel, shall be expressly contingent upon staffing demands, equipment availability, and existing fire and other emergency conditions within Participating Agency's

jurisdiction, as determined by Participating Agency in its sole and absolute discretion. Participating Agency's response to a request for assistance from Sponsoring Agency may not interfere with Participating Agency's responsibility or ability to respond to emergencies or other calls within its own jurisdiction.

C.3 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement, and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

C.4 Participating Agency shall cooperate with Sponsoring Agency and other Participating Agencies so as to facilitate achievement of the goals and objectives of RTF-6 as fully and completely as possible.

D. FINANCIAL PROVISIONS

D.1 After an Activation, Participating Agency may complete their own cost reimbursement package to be submitted to CalOES, FEMA, or other appropriate entity. Sponsoring Agency shall not complete any cost reimbursement package for Participating Agency.

D.2 Each party is responsible for their own costs and expenses incurred under this Agreement and there shall be no reimbursement from Sponsoring Agency to Participating Agency under this Agreement. **Participating Agency shall be solely responsible for compensating its Participants (including, but not limited to, compensation and benefits) while they act as a Participant under this Agreement, including, but not limited to during RTF-6 trainings, Alter/Standby, and Activation, in compliance with all applicable laws, regulations, rules, and agreements.**

E. REPORTING AND RECORD KEEPING REQUIREMENTS

E.1 Participating Agency shall provide the Sponsoring Agency with proof of Participant's qualification requirements.

E.2 Sponsoring Agency shall issue an RTF-6 Picture Identification Card for all Participants of the RTF-6.

E.3 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement.

F. MANDATORY MINIMUM REQUIREMENTS

F.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible to serve as a Participant.

F.2 Participants serving in an RTF-6 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued and maintained with Participant's Participating Agency.

F.3 Subject to any applicable standards, including any CalOES, Sponsoring Agency, and Participating Agency standards, as well as all applicable laws, rules, and regulations, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency.

F.4 Each Participant must be available on short notice to mobilize within one (1) hour of request and be able to respond on a mission for up to twenty-one (21) days.

F.5 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

- F.6** Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.
- F.7** Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.
- F.8** Each Participant must have a working knowledge of the National Urban Search & Rescue Response System and RTF-6's organizational structure, operating procedures, safety practices, terminology and communication protocols.
- F.9** Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.
- F.10** Sponsoring Agency has authority to immediately suspend or terminate a Participant's and/or Participating Agency's participation on RTF-6 for failure to satisfy any requirement of this Agreement.

G. CLOTHING AND EQUIPMENT

- G.1** Sponsoring Agency will disclose uniform and personal protective equipment specifications and requirements to Participating Agency and Participating Agency shall be responsible for providing uniforms and personal protective equipment to Participants of RTF-6.
- G.2** All uniforms will display the official patch of the RTF-6, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

H. COMMAND, CONTROL, AND COORDINATION

- H.1** When a Participant has been Activated or has otherwise been placed at the direction and control of RTF-6, such as, for example, during participation in RTF-6 training, the ultimate authority for command, control and coordination of the service of the Participant reposes with RTF-6 exercised through the chain of command.
- H.2** Subject to H.1, this section governs the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on RTF-6.
- H.3** Sponsoring Agency shall exercise direct supervisory authority over Participant during Activations, deployments and other activities of RTF-6 conducted by Sponsoring Agency. In instances where disciplinary action upon a Participant is deemed necessary by Sponsoring Agency, Sponsoring Agency shall report the pertinent circumstances to Participating Agency to the extent authorized by law, which shall, in its sole and absolute discretion, determine whether discipline is necessary, and administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.
- H.4** Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are a Participant(s), and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participant(s), including, but not limited to, the compensation and benefits that the Participating Agency provides to its employee Participant(s) while performing services under this Agreement, as well as Participating Agency's Workers' Compensation Insurance for its employees Participant(s) while performing services under this Agreement.
- H.5** While participating in activities conducted by RTF-6, Participant(s) shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and RTF-6.

H.6 Sponsoring Agency retains the right to suspend or exclude any Participant and/or Participating Agency from participation on the RTF-6 for cause including failure to abide by the provisions of this Agreement.

I. MEDIA AND INFORMATION POLICY

I.1 Subject to all applicable laws and regulations, all photographs and video taken during a deployment shall be kept under the exclusive control of Sponsoring Agency.

I.2 All applicable federal, state, and local laws, regulations, rules, and policies shall be strictly enforced and followed by Sponsoring Agency, Participating Agency and Participants.

I.3 Subject to applicable laws, rules, and regulations, Sponsoring Agency shall be the liaison with media sources and representatives concerning activities of the RTF-6 and Participating Agency and Participant(s) shall not provide any comments to the media about any services provided under this Agreement.

I.4 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. Sponsoring Agency and Participating Agency acknowledge that Sponsoring 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, Sponsoring Agency shall not share any protected health information with Participating Agency unless authorized by HIPAA/HITECH and state privacy laws, rules, and regulations. To the extent Participating Agency and/or Participants receive any protected health information from Sponsoring Agency, Participating Agency shall ensure it and Participants shall comply 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.

J. RULES OF CONDUCT

J.1 Participating Agency and all Participants shall abide by all applicable federal, state, and local laws, regulations, policies, and rules.

J.2 The failure of a Participant to abide by the applicable laws, regulations, policies, and rules may result in suspension or exclusion of Participant and/or Participating Agency from the RTF-6 under Sections F.10 and/or H.6 above.

K. PREPAREDNESS ACTIVITIES

K.1 Sponsoring Agency shall conduct RTF-6 management, administration, training, equipment and supplies procurement and other preparedness activities required by CalOES. Participating Agency and its Participant(s) shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve RTF-6 preparedness goals and objectives.

K.2 Specific activities to be conducted by Participating Agency, including training, administration and reporting requirements, are contained in Appendix "B".

K.3 Subject to the availability of funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the RTF-6 and, subject to applicable laws, rules, and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participant(s) shall use RTF-6 cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any RTF-6 property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or Participating Agency's Participant. Sponsoring

Agency shall retain ownership of all equipment and supplies and Participating Agency shall return all equipment and supplies upon termination of this Agreement.

L. GENERAL PROVISIONS

- L.1** Effective Date. This Agreement shall be effective when it has been duly and regularly authorized and executed by both parties.
- L.2** Authority. As more specifically indicated above and below, this Agreement is made under the authority of California law, in furtherance of the purposes of the Urban Search and Rescue Response System.
- L.3** Amendments and Termination.
 - L.3.1** Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties.
 - L.3.2** Term and Termination. The Agreement shall continue in effect from the Effective Date through June 10, 2029, unless it is terminated early as provided in this Agreement. The Agreement may be terminated by either party for any reason upon thirty (30) days' written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the RTF-6 has been placed on Alert status or has been Activated if the Alert or Activation affects Participant(s) of the Participating Agency.
- L.4** Miscellaneous Provisions.
 - L.4.1** The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.
 - L.4.2** Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, 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 this 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 the Superior Court of California, San Bernardino County.
 - L.4.3** No party, including Participating Agency's Participant(s), shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.
 - L.4.4** Each party, including Participating Agency's Participant(s), shall at all times observe and comply with all applicable federal, state and local laws, regulations, rules, and policies, shall be up to date on all required trainings, and shall possess all applicable and valid licenses and certifications.
 - L.4.5** Titles and section headings are for convenience only and are not a part of the parties' Agreement.
 - L.4.6** Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

- L.4.7** This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.
- L.4.8** This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.
- L.4.9** Neither the United States of America nor the State of California is a party to this Agreement.
- L.4.10** This is not an exclusive Agreement. Sponsoring Agency reserves the right to enter into the same or similar agreement with other Participating Agencies for the same or similar services.
- L.4.11** Dispute Resolution: 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.

M. INDEMNIFICATION AND INSURANCE REQUIREMENTS

M.1 Indemnification

Pursuant to California Government Code Section 895 et seq., each party agrees to defend, indemnify, and hold each other, their elected officials, officers, employees, contractors, volunteers, and agencies mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities, including reasonable attorneys' fees, arising from their own performance under this Agreement, except to the extent that such liability is caused by the negligence, gross negligence, or willful misconduct of the other parties.

M.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Sponsoring Agency and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Sponsoring Agency to vicarious liability but shall allow coverage for the Sponsoring Agency to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

M.3 Waiver of Subrogation Rights

Participating Agency shall require the carriers of the above required coverages to waive all rights of subrogation against the Sponsoring Agency, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Participating Agency and Participating Agency's employees or agents from waiving the right of subrogation prior to a loss or claim. Participating Agency hereby waives all rights of subrogation against the Sponsoring Agency.

M.4 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Sponsoring Agency.

M.5 Severability of Interests

Participating Agency agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Participating Agency and the Sponsoring Agency or between the Sponsoring Agency and any other insured or additional insured under the policy.

M.6 Proof of Coverage

Participating Agency shall furnish Certificates of Insurance to the Sponsoring Agency to the address referenced in Section A, evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Participating Agency shall maintain such insurance from the time Participating Agency commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Participating Agency shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

M.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

M.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

M.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Sponsoring Agency has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Sponsoring Agency will be promptly reimbursed by the Participating Agency.

M.10 Insurance Review

Insurance requirements are subject to periodic review by Sponsoring Agency. Sponsoring Agency's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Sponsoring Agency. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Sponsoring Agency, inflation, or any other item reasonably related to the Sponsoring Agency's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Participating Agency agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Sponsoring Agency to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Sponsoring Agency.

M.11 Participating Agency agrees to provide insurance set forth in accordance with the requirements herein. If Participating Agency uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Participating Agency agrees to amend, supplement or endorse the existing coverage to do so.

For Participating Agencies which are considered self-insured public entities: Both Participating Agency and Sponsoring Agency are authorized self-insured public entities for purposes of

Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. Participating Agency and Sponsoring Agency warrant that through their respective program 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.

For Participating Agencies which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, Participating Agency shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

M.11.1 Workers' Compensation Liability - A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of Participating Agency and all risks to such persons under this Agreement.

M.11.2 Commercial/General Liability Insurance - Participating Agency shall carry General Liability Insurance covering all operations performed by or on behalf of the Participating Agency providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

M.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Participating Agency is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Participating Agency owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

M.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

M.11.5 Abuse/Molestation Insurance - Participating Agency shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

N. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as provided in Section A of this Agreement. Notice shall be deemed communicated two (2) Sponsoring Agency working days from the time of mailing if mailed as provided in this section.

O. AGREEMENT AUTHORIZATION

Participating Agency warrants and represents that the individual signing this Agreement is a properly authorized representative of Participating Agency and has the full power and authority to enter into this Agreement on the Participating Agency's behalf.

P. ENTIRE AGREEMENT

This Agreement, consisting of thirteen (13) pages, including Appendix A and B, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

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 mail transmission), which signature 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, San Bernardino County Fire Protection District and the Participating Agency have each caused this Contract to be subscribed by its respective duly authorized officers and delivered this Agreement on the Execution Date on its behalf.

SPONSORING AGENCY: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

By _____
(Authorized signature – sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

PARTICIPATING AGENCY

(Print or type name of agency/department)

By _____
(Authorized signature – sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Approved as to Legal Form

Scott Runyan, Principal Assistant County Counsel

Date: _____

Appendix "A" – Participating Agency Participant's Contact Information

Participant's Name and Position				
Contact Information:	Dispatch		Phone:	Address:
Additional Information:				

Appendix "B"

All Participating Agencies shall:

1. Ensure Participating Agency's Participants maintain compliance with all Agreement terms and conditions.
2. Ensure and document each Participating Agency's Participants successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134.
3. Ensure and document Participating Agency's Participants maintain current inoculations, unless medically contraindicated or documented refusal.
4. Ensure and document Participating Agency's Participants have a current Physician Clearance for deployment.
5. Adhere to FIREScope ICS 162 Position Descriptions and Training Requirements.
6. Ensure and document their Participating Agency's Participants have complied with all applicable training requirements.