

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

615



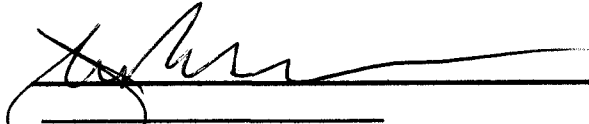
FROM: FIRE

SUBMITTAL DATE:
May 28, 2010

SUBJECT: Approval of Automatic Aid Agreement with the City of Redlands

RECOMMENDED MOTION: Move that the Board approve the attached Automatic Aid Agreement between the County of Riverside and the City of Redlands and authorize the Chairman to sign the Agreement.

BACKGROUND: The City of Redlands and the County of Riverside each maintain and operate a Fire Department for the purpose of providing fire, rescue, and emergency medical services and find it mutually beneficial for both parties to render automatic aid in the areas designated in Attachment 1.




John R. Hawkins, County Fire Chief

| | | | | |
|-----------------------|-------------------------------|-----|-------------------------|----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | N/A | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | N/A | Budget Adjustment: | No |
| | Annual Net County Cost: | N/A | For Fiscal Year: | 2010/201 |

| | | |
|-----------------------------|---|--------------------------|
| SOURCE OF FUNDS: N/A | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: _____
Robert Tremaine

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: None | District: | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.40

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 7-6-10
DATE: Departmental Concurrence
SYNTHIA M. GUNZEL

AUTOMATIC AID AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND THE CITY OF REDLANDS

This automatic aid agreement ("Agreement") is made and entered into this 16th day of March, 2010, (Effective Date") by and between the City of Redlands (hereinafter "City") and the County of Riverside (hereinafter "County"). City and County are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

Both the County of Riverside, a political subdivision of the State of California, on behalf of its Fire Department (hereinafter called "RCFD"), and the City of Redlands, a political subdivision of the State of California on behalf of its Fire Department (hereinafter called "RFD"), maintain as part of their respective public services, an organized and equipped fire department, charged with the duty of fire protection and rescue within their respective jurisdictions, and County and City have agreed it would be to the benefit to each Party that the services of each be, in some circumstances, extended outside of their jurisdictional boundaries.

County and City desire that in some circumstances the RFD will respond to fire and emergency medical/rescue incidents outside of the boundaries of the City of Redlands and within the boundaries of County, and that in some circumstances the RCFD will respond to fire and emergency medical/rescue incidents outside of the boundaries of the County and within the boundaries of the City of Redlands.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

Section 1. The specific details associated with the provision of the Services shall be determined by the respective Fire Chiefs of the RFD and the RCFD. The services are set forth in the operating plan developed by the Fire Chiefs which is attached to this agreement as Exhibit "A," and incorporated herein by this reference. The Operating Plan shall be reviewed annually by the Fire Chiefs and may be amended from time to time by the Fire Chiefs of RFD and RCFD, with their mutual consent. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the "nearest unit auto-aid" concept which forms the basis for this Agreement.

Section 2. In accordance with Government Code Section 55632 (California Disaster and Civil Defense Master Mutual Aid Agreement), the Parties agree to respond to emergency alarms outside of their geographical jurisdictions, and into the geographical jurisdiction of the other in accordance with the terms and this Agreement. The Automatic aid boundaries, for purposes of this Agreement, are identified in Exhibit "B," attached hereto and incorporated herein by this reference.

Section 3. Each Party shall maintain Worker's Compensation Insurance covering its own employees without cost to the other Party, and each Party shall pay its own personnel without cost to the other Party.

Section 4. Each Party shall be fully responsible for all repair, and maintenance, including gas, oil, lubrication, parts, replacement, and repair of casualty damage of all of its own apparatus, equipment used pursuant to this Agreement while such equipment is used outside of its geographical boundaries.

Section 5. Each Party shall be responsible to provide the law enforcement and traffic control personnel within its own geographical boundaries.

Section 6. The Fire Chiefs of each of the Parties shall have joint authority and responsibility for the administration of this Agreement, which they may delegate to their employees of their respective Fire Departments.

Section 7. The Party receiving aid shall provide (if possible) an officer of its fire department, who will be in charge and direct activities and assume the responsibility for releasing all fire department resources from the scene.

Section 8. No payments of any kind shall be made between the Parties as compensation for any services performed pursuant to this Agreement. Services performed for no compensation are limited to staffed fire apparatus, rescue squads, water tenders, and overhead (chief officer) personnel and use of associated equipment.

Section 9. Each Party may, upon its own initiative, enter upon land which is within the boundaries of the other Party to engage in fire suppression work without prior authorization; provided, however, such Party's forces shall not knowingly perform any act of a nature which will reflect to the discredit or which is contrary to the established policy of the responsible Party.

Section 10. When an emergency incident occurs along the border between protection jurisdictions, it is agreed that under no circumstances should there be any delay in response pending determination of the precise location. It shall be agreed policy that both Parties shall send forces promptly to start appropriate action on borderline incidents.

Section 11. Each of the Parties shall be fully responsible for the preservation of evidence.

Section 12. Each Party shall defend, indemnify, and hold harmless the other Party and its respective agents, servants, and employees, of and from any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of or in any manner connected with, any negligent act or omission of such indemnifying Party hereunder, or its agents, servants, employees, done or performed pursuant to the terms and conditions of this Agreement.

Section 13. This Agreement shall commence on its Effective Date and continue until terminated by either Party by giving ninety (90) days prior written notice to the other Party. Written notice shall be given as follows:

COUNTY: Riverside County Fire Department
210 W. San Jacinto Ave.
Perris, CA 92570.

CITY: Fire Department
City of Redlands
35 Cajon Street, Suite 12
Redlands, CA 92373

IN WITNESS WHEREOF, the duly authorized officials of the Parties have, in their respective capacities, set their hands as of the date first hereinabove written.

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors for
RIVERSIDE COUNTY

ATTEST:
FORM: Clerk of the Board

APPROVED AS TO

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
By: Synthia M. Gunzel 7-6-10
SYNTHIA M. GUNZEL DATE

(SEAL)

CITY OF REDLANDS

By: Pat Gilbreath
Pat Gilbreath, Mayor

ATTEST:

By: [Signature]
Sam Irwin, City Clerk

(SEAL)

EXHIBIT "A"
AUTOMATIC AID AGREEMENT
BETWEEN
RIVERSIDE COUNTY FIRE DEPARTMENT
AND
REDLANDS CITY FIRE DEPARTMENT
"OPERATIONAL PLAN"

This "Operational Plan" is adopted pursuant to the Automatic Aid Agreement dated March 16, 2010, between the Riverside County Fire Department and the City of Redlands Fire Department. The following "Operational Plan" outlines the Dispatching, Operational, and Emergency Communication elements to implement this Agreement.

This plan can be modified at any time with mutual written agreement by the Fire Chiefs for the Riverside County Fire Department and the City of Redlands Fire Department.

PURPOSE

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the Riverside County Fire Department/Redlands Fire Department "Automatic-Aid" Agreement area. This plan would allow responding agencies to pre-designate the Unified Ordering point VHF Radio Frequencies, establishment of an Incident Command structure for fires, emergencies and other responses as requested within the area identified in Appendix B of the Agreement.

COMMUNICATION PROCEDURE

1. Dispatch into County areas within the Automatic Aid area per Exhibit "B" is as follows:

The City of Redlands agrees to provide, if available, the following resources:

Medical Aid – One Engine Company Unit remains on Redlands frequency.
(automatic response upon notification)*

Structure Fire – One Engine Company Unit responds on RRU/RVC Support 5 or assigned County frequency.
(automatic response upon notification)*

Vegetation Fire – One Type I Engine or Type III Engine Unit responds on RRU/RVC Support 5 or assigned County frequency.
(automatic response upon notification)*

Other Fire – One Engine Company Unit responds on RRU/RVC Support 5 or assigned County frequency.
(automatic response upon notification)*

* County will provide standard response for type of incident or dispatch level in addition to the City resources.

2. Dispatch into City areas within the Automatic Aid per Exhibit "B" as follows:

Riverside County Fire Department agrees to provide, if available, the following resources:

Medical Aid – One Engine Company All units respond on the assigned RRU/RVC frequency.
(automatic response upon notification)

Structure Fire – One Engine Company All units respond on the assigned RRU/RVC frequency.
(automatic response upon notification)

Vegetation Fire – One Engine Company All units respond on the assigned RRU/RVC frequency.
(automatic response upon notification)

Other Fire – One Engine Company All units respond on the assigned RRU/RVC frequency.
(automatic response upon notification)

3. The Unified Ordering Point for joint responses, regardless of jurisdiction, will be the Riverside County Fire Department Emergency Command Center (ECC).

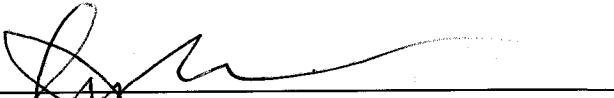
4. Regardless of which agency Company Officer/Chief Officer (Officer) is on scene of the incident first, the first arriving Officer shall establish an incident command post and communications routed through the ECC on incidents in which both agencies are responding.

5. Upon receipt of an alarm involving these areas, the department receiving the alarm will immediately notify the cooperating department. Primary contact frequency between the two agencies will be OES White Net.

Reviewed and Approved by:

Dated: 5/26/10


RIVERSIDE COUNTY FIRE DEPARTMENT



JOHN HAWKINS
Fire Chief

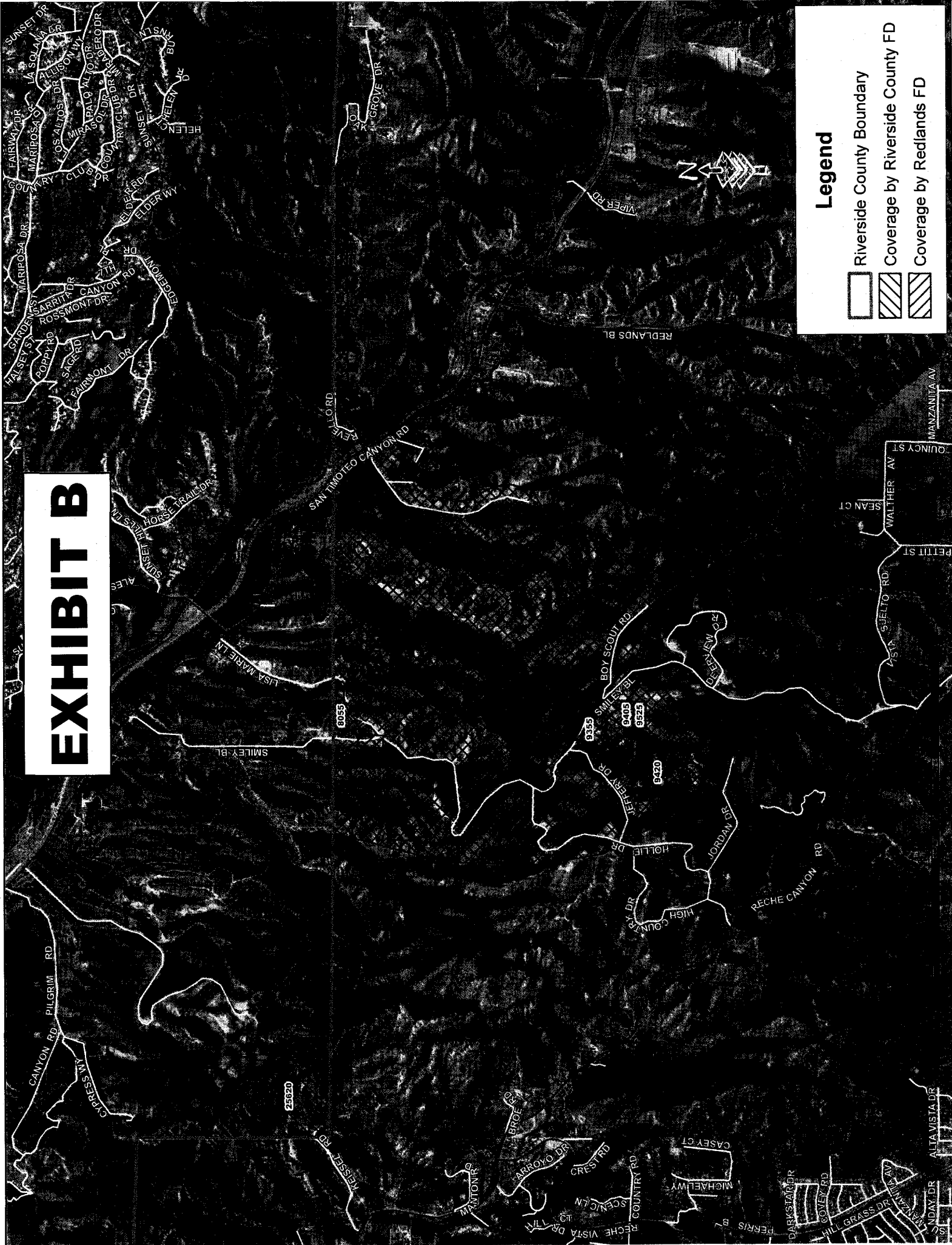
Dated: 6/15/10

CITY OF REDLANDS FIRE DEPARTMENT



JEFF FRAZIER
Fire Chief

EXHIBIT B



Legend

- Riverside County Boundary
- Coverage by Riverside County FD
- Coverage by Redlands FD