

Departmental Concurrence

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

327
(1864)



SUBMITTAL DATE:
 August 2, 2016

FROM: FIRE

SUBJECT: Approval of the Cooperative Agreement for the Purpose of Mutual Aid Agreement Between The County of Riverside and the Soboba Band of Luiseño Indians until terminated by either Party. [\$0] District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the Purpose of Mutual Aid Agreement between the County of Riverside and the Soboba Band of Luiseño Indians; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

BACKGROUND:

Summary

Continued on Page 2

Glenn Patterson, Deputy Chief for John R. Hawkins, Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

Positions Added
 Change Order

A-30
 4/5 Vote

Prev. Agn. Ref.: 12/09/14 Item 3.13 | District: 3 | Agenda Number:

3-43

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

FORM 11: Approval of the Cooperative Agreement for the Purpose of Mutual Aid Agreement Between The County of Riverside and the Soboba Band of Luiseño Indians until terminated by either Party. [\$0]

DATE: August 2, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Soboba Band of Luiseño Indians Department of Public Safety was established in 2007 to assist the tribal government in exercising its tribal sovereignty by providing law enforcement services, first responders, enforcing tribal ordinances, protecting the people that reside on the reservation, as well as protecting tribal assets and establishing and maintaining a strong positive relationship with outside law enforcement. The mission of the Department of Public Safety is to protect, preserve, respect and serve the Soboba Band of Luiseno Indians Reservation.

The Soboba Band of Luiseño Indians would like to begin a Mutual Aid Agreement with the County of Riverside. The Parties both desire that in some circumstances the COUNTY will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the TRIBE, and that in some circumstances the TRIBE will respond to emergency fire and emergency medical/rescue incidents within the boundaries of COUNTY. The Soboba Band of Luiseño approached the County of Riverside to enter into the Mutual Aid Agreement and is the first written Mutual Aid Agreement. We currently have Mutual Aid Agreements with several entities throughout the Riverside County and neighboring Counties.

The Riverside County Fire Department (RCFD) recommends the County of Riverside contract for Mutual Aid Agreement with the Soboba Band of Luiseño Indians. The RCFD and the Soboba Band of Luiseño Indians have reached an agreement as to the level of service to be provided. The term of this agreement shall be effective as of the day and year first written, and shall continue until terminated by either Party, at its sole discretion for any or no reason, by giving one hundred and twenty (120) days written notice to the other Party.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Citizens and Businesses

The Riverside County and Soboba Band of Luiseño Indians will benefit with the Mutual Aid Agreement, by securing mutual aid in fire protection; in the protection of life and property from fire, and in fire fighting for the residents and visitors of both areas. The Mutual Aid Agreement will also create greater and better relationship between both Parties. With the increased fire potential which is predominately due to the water drought, both Parties will be better prepared for the fire season or any emergency each Party may potentially face.

SUPPLEMENTAL:

Additional Fiscal Information

No payment shall be made between the Parties as compensation for any services performed pursuant to this agreement. Should the requesting Party pursue cost recovery, as allowed by Health and Safety Code Section 13009 or other applicable law as amended from time to time, then that Party shall bill on behalf of the responding Party for all of its reimbursable costs and expenses incurred in responding to the incident.

Contract History and Price Reasonableness

There is no previous agreement between the Soboba Band of Luiseño Indians and the County of Riverside for Mutual Aid Agreement. The county currently has a Dispatch and Communications Services Agreement with the Soboba Band of Luiseño Indians approved by the Board of Supervisors with Agenda 3.13 dated December 9, 2014.

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016 by and between the

SOBOBA BAND OF LUISEÑO INDIANS

AND

COUNTY OF RIVERSIDE

RECITALS

Both the Soboba Band of Luiseño Indians (hereinafter called "TRIBE") and the County of Riverside (hereinafter called "COUNTY"; COUNTY and TRIBE are referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties") maintain organized and equipped fire protection functions, charged with the duty of fire protection and rescue within their respective jurisdictions, and they agree it would be to the benefit of each Party that the services of each be, in some circumstances, extended outside of the jurisdictional boundaries; and

The Parties both desire that in some circumstances the fire department of COUNTY will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the TRIBE, and that in some circumstances the TRIBE will respond to emergency fire and emergency medical/rescue incidents within the boundaries of COUNTY. (Mutual Aid boundaries are specified on Exhibit "B".)

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The specific details of the emergency services to be provided under this Agreement shall be determined by the respective Fire Chiefs of both the COUNTY and the TRIBE. These emergency services shall be detailed in an Operating Plan (Exhibit "A") which the Fire Chiefs shall develop and annually review. The Operating Plan and/or the Mutual Aid Boundaries and Maps (Exhibit "B") may be amended from time to time by written agreement of the Fire Chiefs and, as amended, shall become part of this Agreement and shall supersede or amend the previously agreed upon Exhibit "A" and/or Exhibit "B" consistent with the terms in such amendment. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the "nearest unit mutual aid" concept which forms the basis for this Agreement. *This Agreement is a guide for day-to-day operations and is not intended to replace or revise the TRIBE Services Operational Area Mutual Aid Plan nor the California Master Mutual Aid Plan.*

2. Pursuant to the authority granted by Section 55632 of the California Government Code, and in furtherance of the objectives of the 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 Party in accordance with the terms set forth in this Agreement.

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

4. Notwithstanding the "Specialty Apparatus" denoted in Exhibit A, which are not subject to the following, each Party hereto 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 and equipment used pursuant to this Agreement while said equipment is used outside of its geographical boundaries.

5. The Fire Chiefs of the Parties shall have joint authority and responsibility for the administration of this Agreement, which they may delegate to their agents or employees in their respective Fire Departments.

6. The Agency receiving aid shall provide (if possible) an officer of its Agency, who will be in charge and direct activities and assume the responsibility for releasing all fire department resources of both Agencies from the scene. Until such time as said officer is on scene, the senior officer from the responding Agency shall retain the above responsibilities.

7. Wildland responses into a designated Mutual Threat Zone (MTZ) will follow the guidelines set forth in the *Mutual Threat Zone Operations Guideline* (MTZ) for that area (Exhibit "C"); including the latest approved version of the MTZ communications plan. Nothing in this Agreement is intended to amend or supersede the MTZ Agreement, and in the event of any conflict between this Agreement and the MTZ Agreement, the MTZ Agreement shall control.

8. Subject to any amendments to the Operating Plan agreed to by the Fire Chiefs, no payments of any kind shall be made between the Parties as compensation for the following categories of services performed pursuant to this Agreement and is limited to normally staffed fire apparatus and identified overhead. Compensation for other services shall be as set forth in the Operating Plan (Exhibit "A"), as amended, on the date of delivery of such services through the cost apportionment process. The Fire Chiefs may mutually agree in writing to amend the compensation requirements in the Operating Plan (Exhibit "A"). Automatic Aid shall not be utilized for non-emergency responses or station coverage purposes. This coverage shall be ordered through the master mutual aid request process.

9. Each Agency may, upon its own initiative, go upon land which is within the boundaries of the other Agency to engage in emergency operations work without prior authorization, but such Agency shall provide notice to the other Agency of such work as soon as practical to do so; provided however, an Agency'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 other Agency.

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 is agreed policy that both Agencies shall send forces promptly to start appropriate action on borderline incidents.

11. Each of the Parties hereto shall be fully responsible for the preservation of evidence. Any incident related documentation shall be provided to the agency having jurisdictional responsibility as soon as practical following the close of the incident.

12. Each Party hereto shall defend, indemnify, and hold harmless the other Party and its respective council members, board members, officers, employees, and agents, from and against any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of any negligent or willful act or omission of such indemnifying Party or its officers, employees or agents, done or performed pursuant to the terms and conditions of this Agreement.

13. Joint training exercises and classes are to be carried out periodically under the direction of the Fire Chief or their designees for the purpose of maintaining efficient interdepartmental coordination.

14. Both parties agree to operate and manage any fire incidents in the County using COUNTY Guidelines. COUNTY will provide annual undated copies of all SOP and SOG procedures.

15. Both parties agree to use COUNTY standards and procedures for personnel and equipment accountability on incidents.

16. This Agreement shall be effective as of the day and year hereinabove written and continue until terminated by either party by giving 90 (ninety) days written notice. Written notice shall be delivered or mailed to:

To: SOBOBA BAND OF LUISEÑO INDIANS
Attn: Soboba Tribal Fire Chief
P.O. Box 487
San Jacinto, CA 92581

To COUNTY: Attn: John Hawkins, Fire Chief
Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92570

[Signature Provisions on following page]

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

SOBOBA BAND OF LUISEÑO INDIANS

Dated: June 1, 2016

By: Rosemary Morillo
Chairwoman, Rosemary Morillo

ATTEST:

APPROVED AS TO FORM:

By: _____
Sherry A.F. Wentz
Clerk of the Authority

By: _____
David E. Kendig
General Counsel

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: Eric Stopher
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

Soboba Station

