

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

104



FROM: FIRE

SUBMITTAL DATE:
June 16, 2014

SUBJECT: Approval of the Mutual Aid Agreement Between County of Riverside (Riverside County Fire Department) and the City of Riverside for Hazardous Materials Responses. District 1 / District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Mutual Aid Agreement Between County of Riverside (Riverside County Fire Department) and the City of Riverside for Hazardous Materials Responses; and
2. Authorize the Chairman of the Board to execute this Mutual Aid Agreement on behalf of the County.

BACKGROUND:

Summary

The Riverside County Fire Department desires to continue contracting for Mutual Aid between County of Riverside (Riverside County Fire Department) and the City of Riverside for Hazardous Materials

[Signature]
John R. Hawkins,
County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

[Signature]
Tina Grandel

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 29, 2014
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 05/14/96 Item 3.14

District: 1/1

Agenda Number:

3-30

FORM APPROVED COUNTY COUNSEL
BY: PAUL JEARLY
DATE: 6/20/14
Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Mutual Aid Agreement Between County of Riverside (Riverside County Fire Department) and the City of Riverside for Hazardous Materials Responses

DATE: June 16, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Responses, and as such, the two agencies 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 for three (3) years or until terminated by either Party, upon giving a thirty (30) days written notice to the other Party.

Impact on Citizens and Businesses

There are no changes in the Agreement from last fiscal year; therefore, there are no impacts on businesses or citizens of the City of Riverside due to the renewal of this agreement.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal information.

Contract History and Price Reasonableness

The Riverside County Fire Department has been contracting with City of Riverside since 1996. This Agreement is a renewal of a previous Mutual Aid Agreement. There were no changes in the Agreements level of County staffing since the previous signed Agreement in FY 96/97.

**MUTUAL AID AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE (RIVERSIDE COUNTY FIRE DEPARTMENT)
AND THE CITY OF RIVERSIDE FOR HAZARDOUS MATERIALS
RESPONSES**

THIS AGREEMENT, made and entered into this 3rd day of November, 2014, by and between the RIVERSIDE COUNTY FIRE DEPARTMENT hereinafter referred to as "COUNTY" and the CITY OF RIVERSIDE, hereinafter referred to as "CITY"; and sometimes together referred to as "PARTIES".

Whereas, the County provides a trained qualified and equipped Hazardous Materials Response Team for responses within the County and contract jurisdictions; and

Whereas, the City provides a trained, qualified and equipped Hazardous Materials Response Team for responses within the City jurisdiction; and

Whereas, it is in the mutual interest of both the County and the City to offer assistance to each other when incident requirements exceed the operational capabilities of either agency; and

Whereas, such mutual aid agreements are authorized by the California Government Code Section 55632;

Now therefore, in consideration of the mutual promises, covenants and conditions herein set forth, the parties agree as follows:

1. The parties shall respond to each other's requests for assistance with hazardous materials incidents by dispatching available personnel and resources provided that such response does not interfere with either Parties' responsibility to respond to emergencies of any type within their respective jurisdictions.
2. The Fire Chiefs of the County and City, or their designees, shall meet annually for the purpose of implementing and revising operational procedures under this agreement.
3. County and City shall each maintain Worker's Compensation Insurance or be self-insured for its own employees and firefighters without cost to the other party, and each party shall pay its own personnel without cost to the other party.
4. Each party shall provide its own insurance, or be self-insured, for its own apparatus and equipment.
5. Parties shall be responsible for their respective costs incurred from the operation, maintenance, and repair of its equipment used pursuant to this Agreement.

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6. County and City Fire Chiefs shall have joint authority and responsibility for the administration of this agreement, which authority they may delegate to employees within their respective departments.
7. No payment shall be made between the parties as compensation for any services performed pursuant to this agreement.
8. Neither party will knowingly perform any act of a nature that would reflect to the discredit, or which is contrary to the established policy of the other.
9. Parties agree to hold each other, their elected officials, employees, contractor and agents mutually harmless from any and all claims, demands and liability, including attorney's fees, arising from each party's performance of this Agreement, except to the extent that such liability is caused by the negligence of the other party.
10. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations and dealings pertaining to the subject matter hereof shall be deemed merged herein.
11. This Agreement shall not be modified except by written consent of the Parties. No waiver of any provision of this Agreement shall be binding upon either party except by written consent of the other party.
12. Neither this Agreement, nor any duties or obligations under this Agreement shall be assigned by either party without prior written consent of the other party.
13. 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 of action whatsoever.
14. Parties hereby expressly waive all claims against each other for compensation for any loss, damage, personal injury or death occurring as a consequence of performing pursuant to this Agreement.
15. In the event any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to its reasonable attorney's fees.
16. This Agreement may be executed in counterparts, each of which shall constitute an original and shall be deemed the same agreement.
17. This Agreement shall be effective as of the day and year hereinabove first written and shall continue for three (3) years. Either party giving thirty days (30) notice, in writing, to the other party, may terminate the Agreement. Notice shall be given and addressed to:

COUNTY OF RIVERSIDE

John R. Hawkins
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF RIVERSIDE

Michael D. Moore
City Fire Chief
3401 University Ave.
Riverside, CA 92501

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.

Dated: _____

COUNTY OF RIVERSIDE

By: Jeff Stone
Chairman, Board of Supervisors
JEFF STONE

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem, deputy

FORM APPROVED COUNTY COUNTY
BY: PAUL J EARLY 6/30/14 DATE

Dated: JUL 29 2014

CITY OF RIVERSIDE

By: Belinda J. Dickson
~~=Mayor~~ City Manager
~~=Rusty Bailey~~

ATTEST:

Colleen J. Nicol, MMC
City Clerk

By: Colleen J. Nicol

Dated: November 3, 2014

APPROVED AS TO FORM
[Signature]
DEPUTY CITY ATTORNEY