

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 12/15/15
 Departmental Concurrence

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



FROM: FIRE

SUBMITTAL DATE:
 December 8, 2015

SUBJECT: Approval of the Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Corona until terminated by either Party. No payment shall be made between the Parties as compensation for any services performed pursuant to this agreement. [\$0] District 2

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Corona; 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	\$ 0.00	\$ 0.00	\$ 0.00	0.00	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: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 5, 2016
 xc: Fire

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 02/11/2014 3.16

District: 2

Agenda Number:

3-13

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

FORM 11: Approval of the Cooperative Agreement for the Purpose of Auto Aid for the City of Corona

DATE: December 8, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Riverside County Fire Department desires to continue contracting for Automatic Aid Fire Protection Services with the City of Corona, 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 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.

Impact on Citizens and Businesses

There are no changes in the Agreement from the previous signed Agreement in FY 13/14; therefore, there are no impacts on businesses or citizens due to the renewal of this agreement.

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

The Riverside County Fire Department has been contracting with City of Corona since 1989. This Agreement is due to the reduction of coverage area of the Communities of Coronita, El Cerrito, Sycamore Creek, Home Gardens, Lake Hills, & State Responsibility Areas. There are no changes in the Agreements level of County staffing since the previous signed Agreement in FY 13/14.

**FIRE AUTOMATIC AID AGREEMENT
CITY OF CORONA AND COUNTY OF RIVERSIDE
(STRUCTURE FIRES)**

1. PARTIES AND DATE.

1. This Automatic Aid Agreement ("Agreement") is made and entered into this 2nd day of September, 2015 by and between the City of Corona (hereinafter called "Corona") and the County of Riverside by and through the County Fire Department (hereinafter called "County Fire"). County Fire and Corona may be referred to individually as "Party" or collectively as the "Parties" in this Agreement.

2. RECITALS.

2.1 Fire Departments. Both Corona and County Fire maintain as part of their public and municipal service, organized and equipped fire departments charged with the duty of fire protection, rescue, emergency medical care and other emergency services within their respective jurisdictions.

2.2 Automatic Aid. The Parties believe that entering into this Agreement will enhance the level of service provided to each of their respective jurisdictional services areas, by further defining the terms and conditions for the effective provision of such services. Each Party believes that it is to their benefit that the services of the other Party be, in some circumstances, extended into their jurisdictional services areas.

2.3 Emergency Response Areas. Those areas where County Fire will provide automatic aid within the jurisdictional service areas of Corona are depicted in Exhibits "A, B & C" attached hereto and incorporated herein by reference ("County Fire Emergency Response Area"). Those areas where Corona will provide automatic aid within the jurisdictional service areas of County Fire are depicted in Exhibits "D & E" attached hereto and incorporated herein by reference ("Corona Emergency Response Area"). The County Fire Emergency Response Area and the Corona Emergency Response Area are collectively referred to as the "Emergency Response Areas" in this Agreement.

2.4 Structure Fires. The purpose of the Agreement is to provide automatic aid benefits on structure fires, so that the services of Corona are, in some circumstances, extended into that portion of the Emergency Response Area served by County Fire, and that the services of County Fire are, in some circumstances, extended into that portion of the Emergency Response Area served by Corona.

2.5 Authority. Corona is authorized to enter into automatic aid agreements pursuant to California Government Code Section 55632. County Fire is authorized to enter into automatic aid agreements pursuant to California Health and Safety Code Sections 13050 and 13054.

3. TERMS

3.1 Termination of 1995 Agreement. This Agreement shall supersede and terminate that previous agreement between the Parties, dated June 13, 1995, titled Automatic Aid Agreement.

3.2 Automatic Aid – Structure Fires. Subject to the provisions of this Agreement, Corona and County Fire agree to automatically respond to structure fires within their assigned portions of the Emergency Response Areas by sending one (1) engine automatically as part of the first alarm assignment. Corona Fire shall respond with appropriate personnel and equipment to provide assistance with structure fires within the Corona Emergency Response Area. County Fire shall respond with appropriate personnel and equipment to provide assistance with structure fires within the County Fire Emergency Response Area.

3.3 Primary Responsibility; Communications. Regardless of which Party is required by this Agreement to respond with assistance, each Party shall hold the primary responsibility for all emergency incidents within its jurisdictional service areas. Thus, the requesting Party shall direct all incident scene operations and support activities, and shall request any additional assistance when needed. Both Parties agree that they will be initially notified of a requested response by their own dispatch center, but they will then switch to the assigned frequency of the dispatch center having primary responsibility for the emergency incident.

3.4 Dispatch Services. Each Party will be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and staffing for all incidents for which it is responsible under this Agreement.

3.5 Limitations on Response. Each Party's obligation hereunder shall be expressly contingent upon its staffing and equipment availability, as well as existing fire conditions in the jurisdictional service areas of Corona and County Fire, as determined by the responding Party in its sole and absolute discretion. Each Party's response within the jurisdictional service areas of the other Party may not interfere with the responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional service areas. Each Party shall endeavor to notify the other Party in advance when it knows that its equipment or staffing will not be available to respond within the jurisdictional service areas of the other Party.

3.6 Policies and Procedures. The specific details of the services to be provided by Corona and County Fire within the Emergency Response Areas, and the general operational policies and procedures which may be necessary to effectuate this Agreement, shall be as agreed upon by the Corona and County Fire Chiefs, or their designees. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to these policies and procedures. Each Party agrees to work with each other in good faith in the performance of this Agreement, to be available to each other at all reasonable times, and to take all further actions necessary and reasonable to implement the full intent of this Agreement.

3.7 Insurance.

3.7.1 Workers' Compensation. Corona and County Fire shall each maintain Worker's Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of a responding Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional service areas of the other Party pursuant to this Agreement, the Parties understand, acknowledge and agree that the responding Party, rather than the requesting Party, shall be responsible and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.11 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.7.2 Additional Insurance. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.8 Independent Contractor Status. Corona and County Fire shall pay all wages, salaries, and other amounts due to their personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.9 Compensation. 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. Upon receipt of funds due to the responding Party, the requesting (billing) Party shall then pay any such funds directly to the responding Party. All fees, expenses, and other costs related to such reimbursement collection and enforcement shall be borne solely by the billing Party. Each Party shall also be reimbursed pursuant to any false alarm ordinance the other Party may have in place now or in the future.

3.10 Fire Investigations. County Fire shall be responsible for all fire investigations, including but not limited to, primary cause and origin, within County Fire's jurisdictional service areas. Corona will be responsible for all fire investigations, including, but not limited to, primary cause and origin, within Corona's jurisdictional service areas.

3.11 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold the other Party and 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 wrongful death and attorney's fees, arising from their own performance of this Agreement, except to the extent that such liability is caused by the negligence, gross negligence or willful misconduct of the other Party.

3.12 Representatives. Corona and County Fire hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

3.13 Term. This Agreement shall be effective as of the date first hereinabove written ("Effective Date"), and shall continue until terminated by either Party, at its sole discretion for any or no reason, by giving thirty (30) days' written notice to the other Party.

3.14 Notices. Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when mailed, postage prepaid to the following addresses:

CORONA

David Duffy
Corona Fire Department
735 Public Safety Way.
Corona, CA 92880

COUNTY FIRE

John Hawkins, Fire Chief
Riverside County Fire Department
210 West San Jacinto Avenue
Perris, CA 92570

Any Party may change its address for the purpose of this paragraph by giving proper written notice.

3.15 Third Party Rights. Corona and County Fire agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a Party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than Corona and County Fire.

3.16 Privileges and Immunities. All privileges and immunities of Corona and County Fire provided by state or federal law shall remain in full force and effect.

3.17 Attorneys Fees. If either Party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.18 Entire Agreement. This Agreement contains the entire Agreement of the Parties with the respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreement. This Agreement may only be modified by a written agreement signed by both parties.

3.19 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.20 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

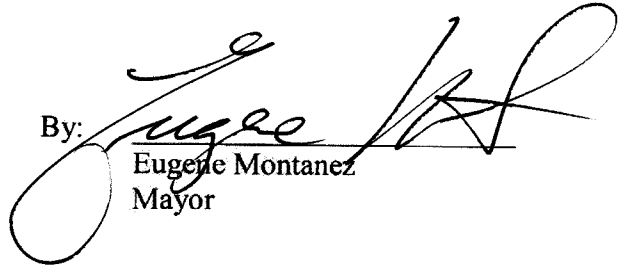
3.21 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

3.22 Severability. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement, such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

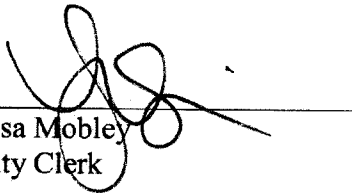
[SIGNATURES ON FOLLOWING 2 PAGES]

**CORONA'S SIGNATURE PAGE FOR
FIRE AUTOMATIC AID AGREEMENT
CITY OF CORONA AND COUNTY OF RIVERSIDE
(STRUCTURE FIRES)**

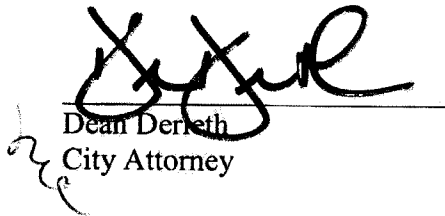
CITY OF CORONA

By: 
Eugene Montanez
Mayor

Attest:


Lisa Mobley
City Clerk

Approved as to Form:

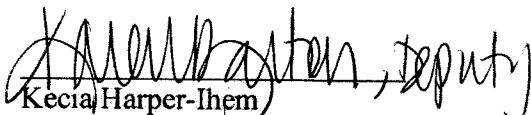

Dean Dereth
City Attorney

**COUNTY FIRE'S SIGNATURE PAGE FOR
FIRE AUTOMATIC AID AGREEMENT
CITY OF CORONA AND COUNTY OF RIVERSIDE
(STRUCTURE FIRES)**

COUNTY OF RIVERSIDE


By: 
JOHN J. BENOIT
Chairman, Board of Supervisors

Attest:


Kecia Harper-Ihem
Clerk of the Board

Approved as to Form:

GREGORY P. PRIAMOS
County Counsel

By: 

Signature
ERIC SOPHEL

Name (Print)
Dep. County Counsel

Title

**EXHIBITS "A" THORUGH "E"
EMERGENCY RESPONSE AREAS**

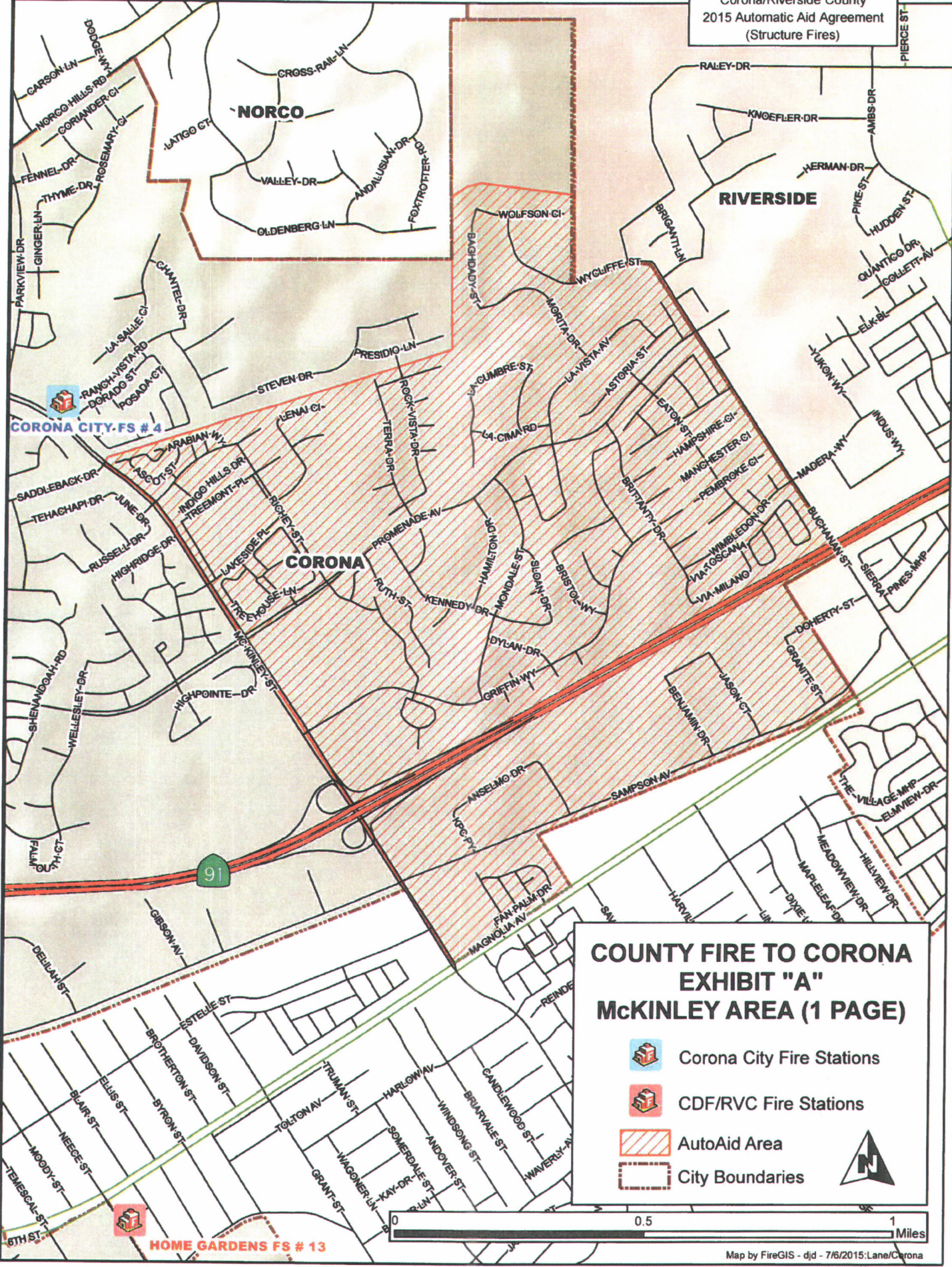
SEE THE FOLLOWING EXHIBITS ATTACHED HERETO:

COUNTY FIRE TO CORONA





EXHIBIT "A" McKINLEY AREA (1 PAGE)
EXHIBIT "B" CORYDON/RIVER ROAD AREA (1 PAGE)
EXHIBIT "C" EAST END SIXTH STREET (1 PAGE)

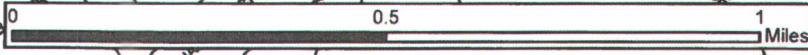
CORONA TO COUNTY FIRE

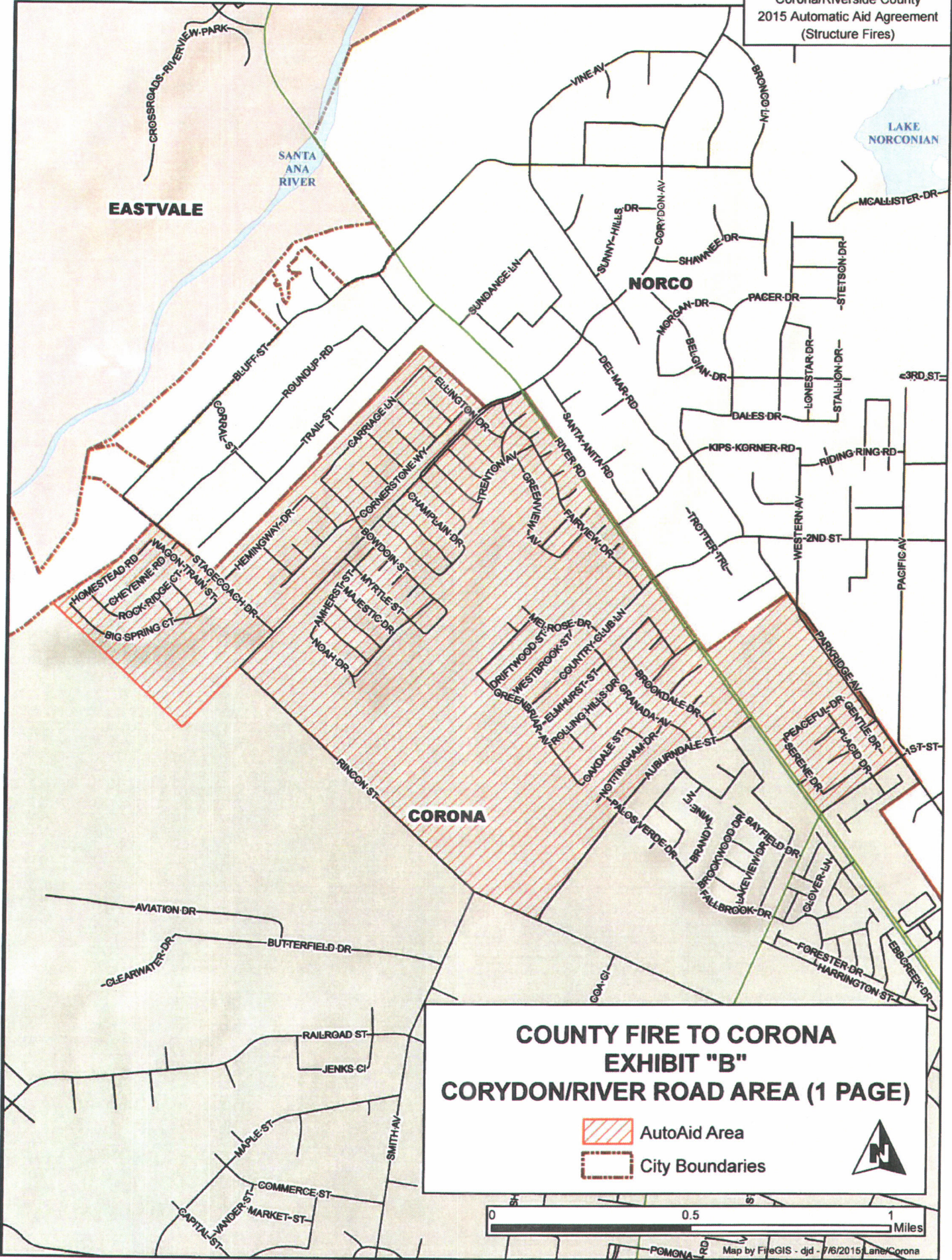
EXHIBIT "D" SOUTH END NORCO AREA (1 PAGE)
EXHIBIT "E" NORCO HILLS AREA (1 PAGE)





COUNTY FIRE TO CORONA EXHIBIT "A" McKINLEY AREA (1 PAGE)

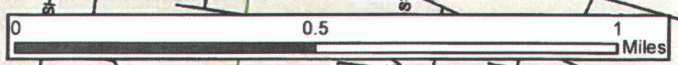
-  Corona City Fire Stations
-  CDF/RVC Fire Stations
-  AutoAid Area
-  City Boundaries

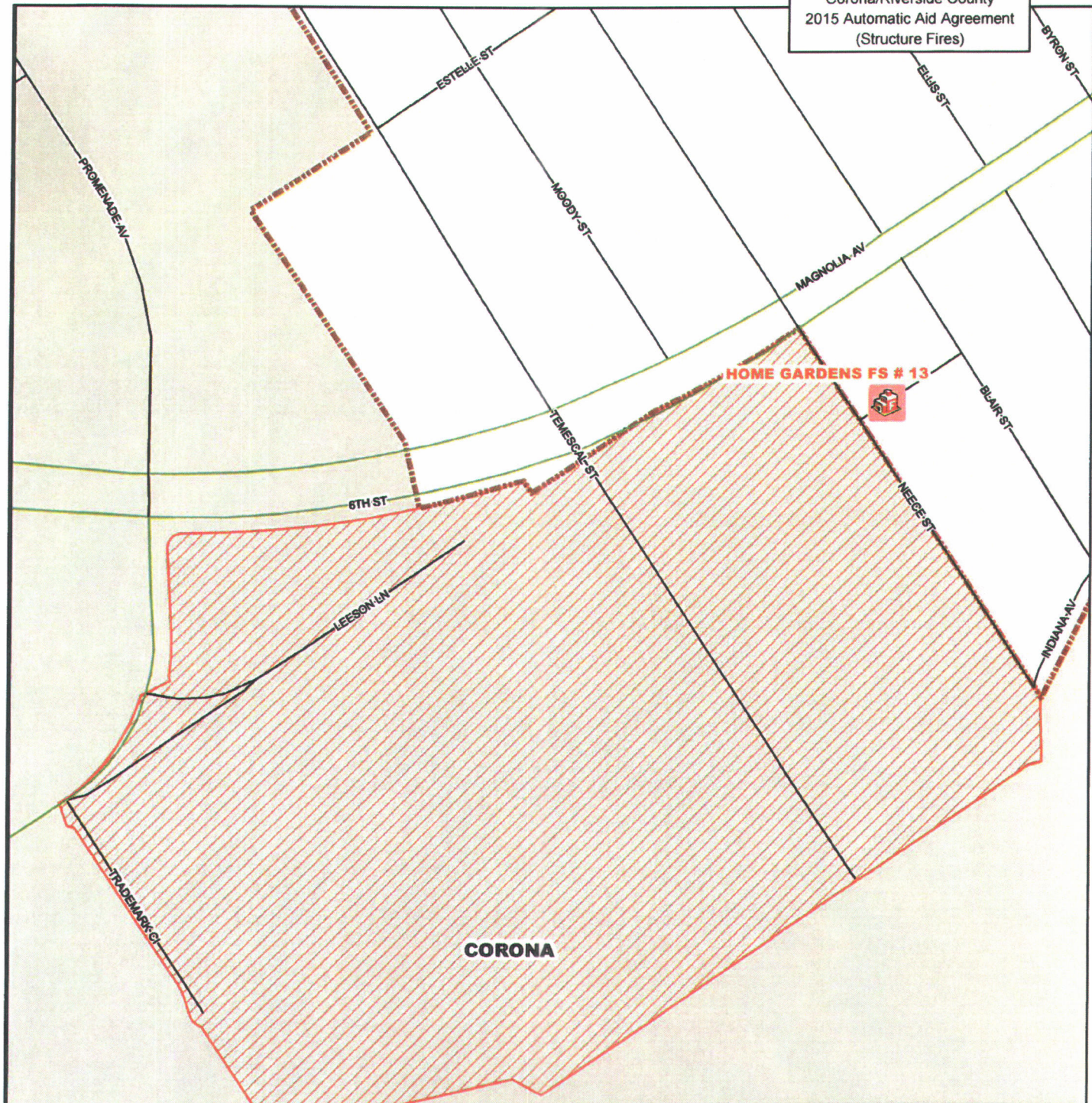




**COUNTY FIRE TO CORONA
EXHIBIT "B"
CORYDON/RIVER ROAD AREA (1 PAGE)**

-  AutoAid Area
-  City Boundaries



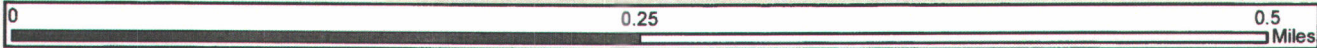


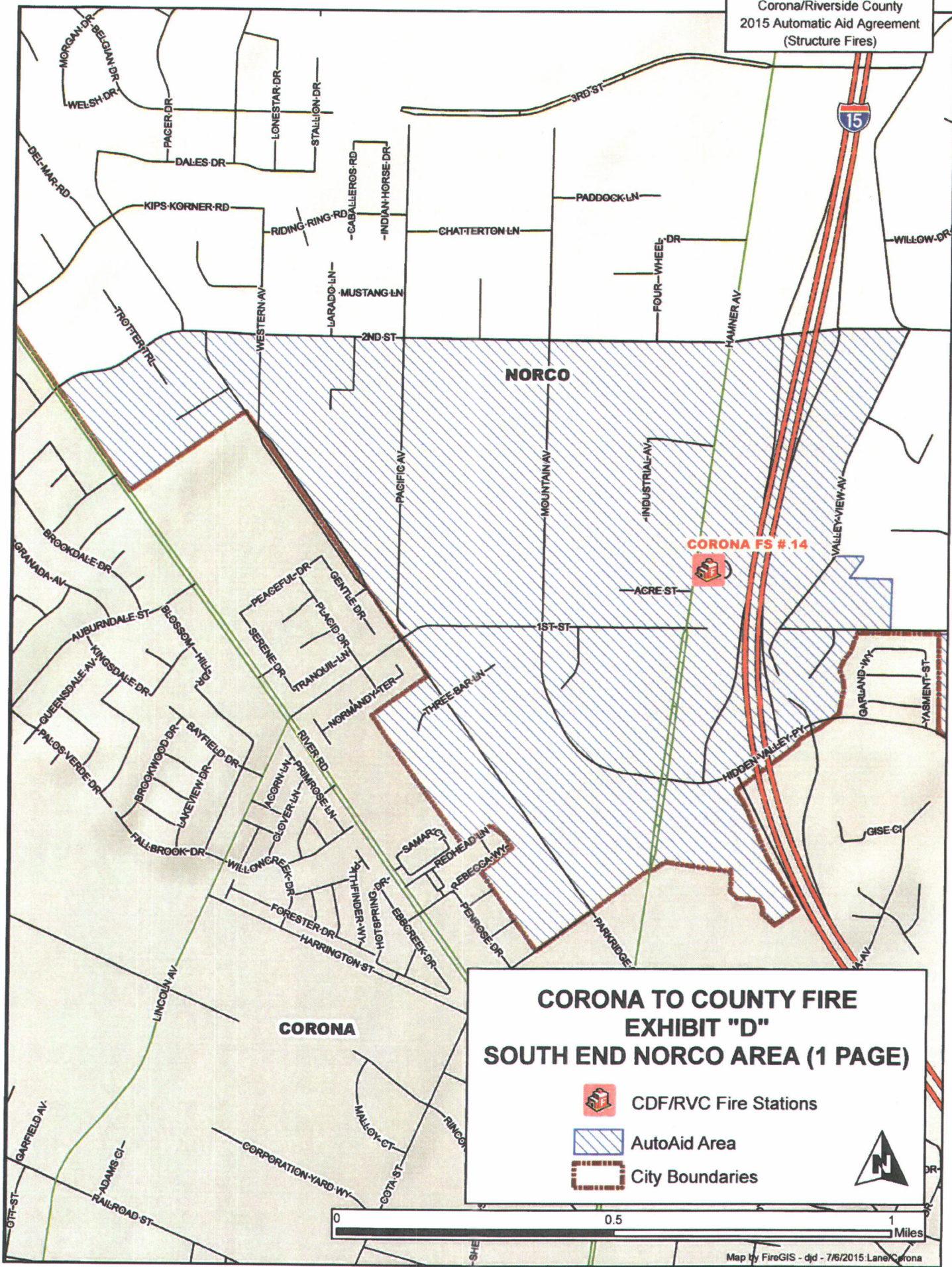
**COUNTY FIRE TO CORONA
EXHIBIT "C"
EAST END SIXTH STREET (1 PAGE)**

 CDF/RVC Fire Stations



 AutoAid Area

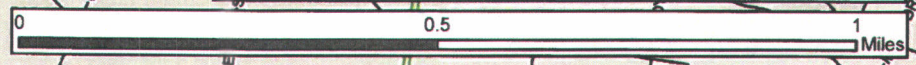
 City Boundaries

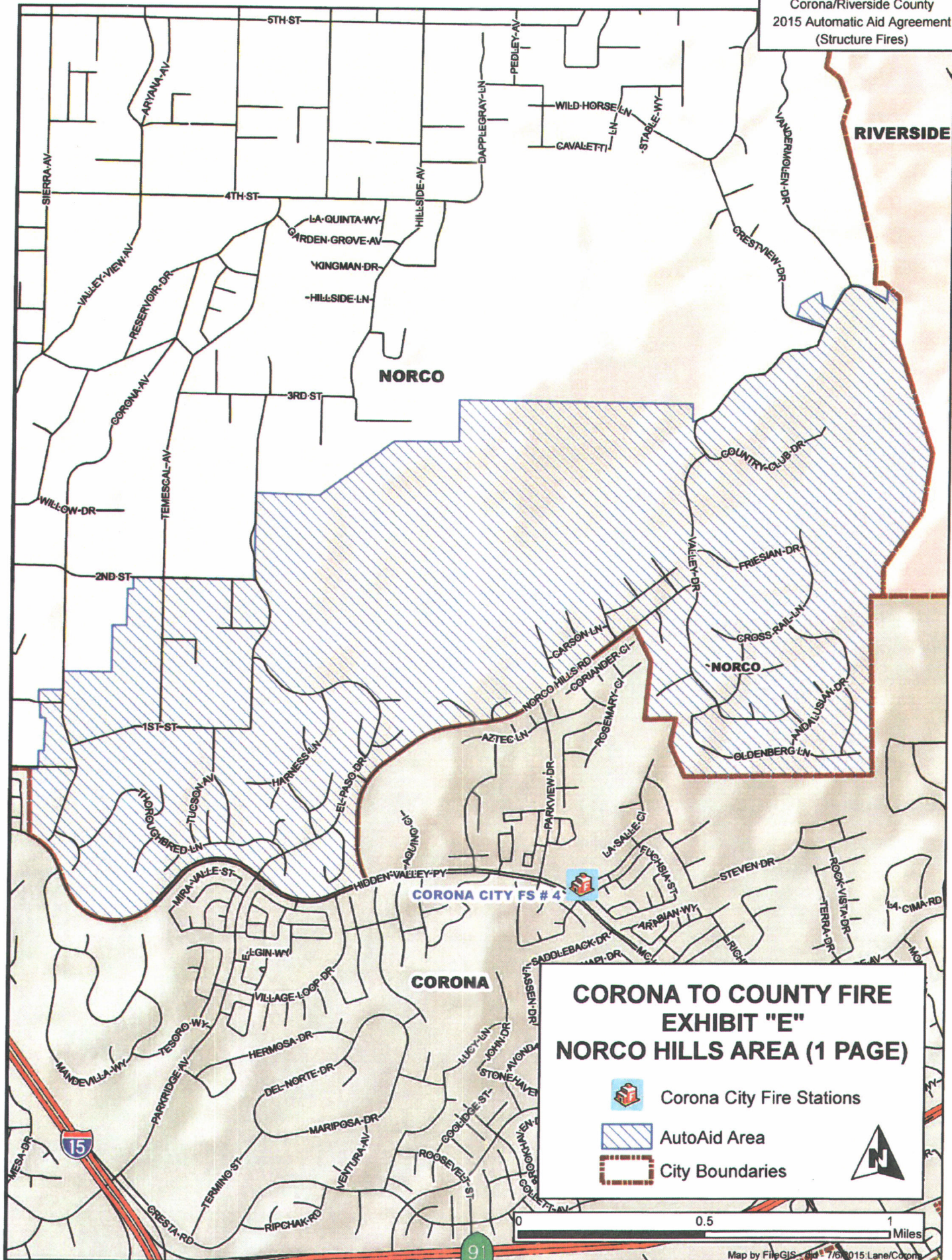







**CORONA TO COUNTY FIRE
EXHIBIT "D"
SOUTH END NORCO AREA (1 PAGE)**

-  CDF/RVC Fire Stations
-  AutoAid Area
-  City Boundaries





CORONA TO COUNTY FIRE EXHIBIT "E" NORCO HILLS AREA (1 PAGE)

-  Corona City Fire Stations
-  AutoAid Area
-  City Boundaries

