

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



**FROM :** FIRE DEPARTMENT

**SUBMITTAL DATE:**

October 6, 2016

**SUBJECT:** Approval of the Cooperative Agreement for the Purpose of Automatic Aid Agreement between the County of Riverside and the Orange County Fire Authority (OCFA) until terminated by either Party.      [\$0] District 1

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the Purpose of Automatic Aid Agreement between the County of Riverside and the Orange County Fire Authority; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

**Policy**

**BACKGROUND:**

Summary

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:**

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Washington 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:** October 25, 2016  
**xc:** Fire

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

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

**BACKGROUND:**

**Summary (continued)**

The Orange County Fire Authority would like to begin an Automatic 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 OCFA, and that in some circumstances the OCFA will respond to emergency fire and emergency medical/rescue incidents within the boundaries of COUNTY. The Orange County Fire Authority approached the County of Riverside to enter into the Automatic Aid Agreement and this is the first written Automatic Aid Agreement. We currently have Automatic 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 Automatic Aid Agreement with the Orange County Fire Authority. The RCFD and the OCFA 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 ninety (90) days written notice to the other Party.

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

**Impact on Residents and Businesses**

The Riverside County and Orange County Fire Authority will benefit with the Automatic Aid Agreement, by securing automatic 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 Automatic 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 Board approved agreement between the Orange County Fire Authority and the County of Riverside for Automatic Aid.

**AUTOMATIC AID AGREEMENT**

**THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 2016, by  
and**

**Between the**

**COUNTY OF RIVERSIDE**

**AND**

**ORANGE COUNTY FIRE AUTHORITY**

RECITALS

Both the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter called "RVC") and the Orange County Fire Authority (hereinafter called "OCFA") 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, and are 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 RVC will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the OCFA, and that in some circumstances the OCFA will respond to emergency fire and emergency medical/rescue incidents within the boundaries of RVC. (Automatic 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 RVC and the OCFA. 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 Automatic 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 auto-aid" concept, which forms the basis for this Agreement. *This*

AUTOMATIC AID AGREEMENT BETWEEN OCT 25 2016 3-12  
COUNTY OF RIVERSIDE FIRE DEPARTMENT AND THE ORANGE COUNTY FIRE AUTHORITY

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MT 2627

*Agreement is a guide for day-to-day operations and is not intended to replace or revise 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 available) 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 PROS Initial Attack Response Plan. All responses will follow the designated agency's direct protection area responsibilities.
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 agree 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. 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 OCFA: Attn: Jeff Bowman, Fire Chief  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

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

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.

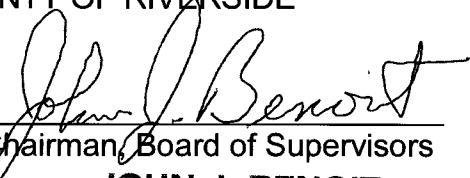
ORANGE COUNTY FIRE AUTHORITY

Dated: 9/27/16

By:   
Jeff Bowman  
Fire Chief

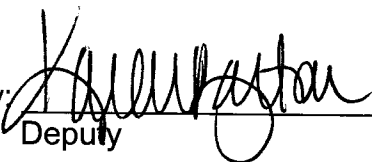
COUNTY OF RIVERSIDE

Dated: OCT 25 2016

By:   
Chairman, Board of Supervisors  
**JOHN J. BENOIT**

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

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

By:   
ERIC STOPHER  
Deputy County Counsel

(SEAL)

**EXHIBIT "A"**  
**AUTOMATIC AID AGREEMENT**  
**BETWEEN**  
**COUNTY OF RIVERSIDE**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**  
**"OPERATING PLAN"**

This "Operating Plan" is adopted pursuant to the Automatic Aid Agreement date Oct. 25, 2016, between the Orange County Fire Authority ("OCFA") and the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department ("RVC"). RVC and OCFA are referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties". The following "Operating Plan" outlines the Dispatching and Emergency Incident Response elements to implement this Agreement.

This plan, and Exhibit "B" can be modified at any time with mutual written agreement by the Fire Chiefs for the Orange County Fire Authority and the Riverside County Fire Department.

The OCFA and the RVC are parties to the PROS (Pendleton, Riverside, Orange, and San Diego) Communications Plan and it is included as Exhibit "C." Nothing in this Operating Plan is intended to amend or supersede the MTZ. In the event of any conflict between this Operating Plan and the MTZ, the MTZ shall control.

**DEFINITIONS**

**Battalion Chief:** An officer capable of and responsible for commanding incident resources and overall scene management.

**Engine:** An Engine Company resource as identified in FIRESCOPE ICS 420-1 as type, staffing, and equipment. Assigned personnel must be trained to EMT-Basic level in compliance with Local EMS Agency guidelines.

**Paramedic:** Fire Department resource providing advanced life support services in compliance with Local EMS Agency Policies.

AUTOMATIC AID AGREEMENT BETWEEN  
RIVERSIDE COUNTY FIRE DEPARTMENT AND ORANGE COUNTY FIRE AUTHORITY

Truck: A Fire Department resource capable of providing a minimum elevated stream and rescue capability of not less than 50 feet. Minimum staffing is three personnel.

Ambulance: Local Emergency Medical Services Agency unit designed to transport patients to medical receiving facilities. Their capabilities are identified in the county's ambulance provider contract.

### **EMERGENCY INCIDENT RESPONSE**

1. Each of the Parties hereto will dispatch the appropriate apparatus and equipment to the geographical area noted in Exhibit "B", subject to availability of resources.
2. Both Agencies may provide to each other, upon request: any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This shall include Chief Officer response, as well as approved apparatus and equipment if available.
3. The services to be rendered pursuant to this Agreement shall consist of providing First Alarm Fire Response and Emergency Medical/Rescue Services, and each Agency agrees to also provide, where possible, all of its own additional apparatus and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries.
4. Map Exhibit "B" shows an area shaded in red hash marks, which designates the area within RVC that the OCFA will automatically respond to with appropriate apparatus upon notification.
5. Map Exhibit "B" shows an area shaded in green hash marks, which designates the area within the OCFA's jurisdiction that RVC will automatically respond to with appropriate apparatus upon notification.
6. Responses on the Ortega Highway (74) corridor, between the Ortega Oaks Candy Store and Goods, commonly known as the "Candy Store", located at 34950 Ortega Highway, Lake Elsinore, and San Juan Guard Station, located at 35505 Ortega Highway, San Juan Capistrano, CA 92675, shall include the appropriate response from both OCFA and RVC for the call type until the first arriving agency arrives on scene and assesses needs.

### **DISPATCH PROCEDURE**



1. Riverside County Fire Department response into OCFA Automatic Aid areas per Exhibit "B" shall be as follows:

RVC agrees to provide, if available, the following resources:

Medical Emergency – Appropriate response per RVC policy  
(automatic response upon notification)\*

Structure Fire – Appropriate response per RVC policy  
(automatic response upon notification)\*  
(OCFA provides 1 Battalion Chief and/or 1 Engine)

Other Fire/Response – Appropriate response per agency policy  
(automatic response upon notification)\*

2. OCFA response into RVC Automatic Aid areas per Exhibit "B" shall be as follows:

OCFA agrees to provide, if available, the following resources:

Medical Emergency – Appropriate response per OCFA policy  
(automatic response upon notification)

Structure Fire – Appropriate response per OCFA policy  
(automatic response upon notification)  
(RVC provides 1 Battalion Chief and/or 1 Engine)

Other Fire/Response – Appropriate response per OCFA policy  
(automatic response upon notification)

3. Upon receipt of an alarm involving these areas, each agency will ensure that the other is immediately notified of the response.

4. Automatic Aid shall be performed for no compensation on staffed fire apparatus including Engines and Trucks. Unless otherwise agreed in writing, this does not include identified "Specialty Apparatus" including:

Water Tenders

Type III Engines

Type VI Engines

Heavy Rescue

Heavy Fire Equipment (Such as but not limited to bulldozers, dozer transports, etc.)

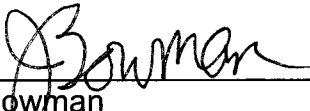
5. Unless reciprocal, the Agency with jurisdiction over the Automatic Aid area receiving services shall compensate the Agency providing the services for all specialized services and equipment listed in Section 4, which has been requested by the host Agency. Such compensation shall be at the approved Assistance-by-Hire (ABH) rate.
6. Station coverage is not included in Automatic Aid, but may be requested separately, subject to availability and approval by both Agencies. If approved, station coverage shall be compensated based on the agreement of the two Agencies as appropriate.
7. Automatic Aid shall apply only to emergency dispatches, and shall not apply to non-emergency situations, such as water vacs and public assistance calls (unless approved).
8. Radio frequencies will be identified by the agency receiving the Automatic Aid prior to dispatch. This will be provided to the responding units.
  - Wildland incidents will utilize the PROS communication plan.
  - Non-Wildland incidents:(OCFA to RVC = RVC Frequency. RVC to OCFA = OCFA Frequency)
10. For wildland fires within the SRA, the CALFIRE – Orange County Agreement will be utilized.

Reviewed and Approved by:

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.

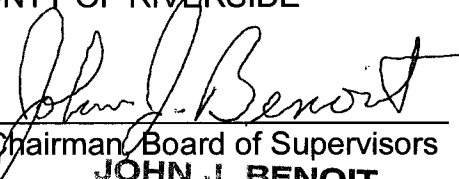
ORANGE COUNTY FIRE AUTHORITY

Dated: 9/27/16

By:   
Jeff Bowman  
Fire Chief

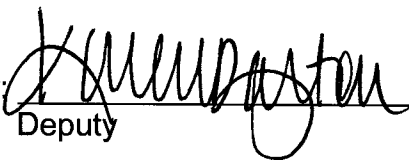
COUNTY OF RIVERSIDE

Dated: OCT 25 2016

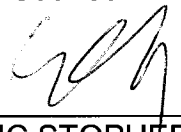
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ATTEST:

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Clerk of the Board

By:   
Deputy

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

By:   
ERIC STOPHER  
Deputy County Counsel

(SEAL)

AUTOMATIC AID AGREEMENT BETWEEN  
RIVERSIDE COUNTY FIRE DEPARTMENT AND ORANGE COUNTY FIRE AUTHORITY



# ORC/ RVC Auto Aid Agreement

