

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



ITEM
3.16
(ID # 6802)

MEETING DATE:

Tuesday, May 1, 2018

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Automatic Aid Agreement Between the County of Riverside and the Morongo Band of Mission Indians until terminated by either Party; District 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Automatic Aid Agreement between the County of Riverside Fire Department and the Morongo Band of Mission Indians; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

ACTION:


Daniel Talbot, Chief Cal Fire Riverside County 4/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: Washington
Date: May 1, 2018
xc: Fire

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The Morongo Band Mission Indians has been contracting for Automatic Aid Agreement from The Riverside County Fire Department since 1999. The Morongo Band of Mission Indians desire to continue contracting for Automatic Aid services with the Riverside County Fire Department. The Parties both desire that in some circumstances RCFD will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the tribe, and that in some circumstances the City will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the County. We currently have Mutual and Automatic Aid Agreements with several entities throughout the Riverside County and neighboring Counties.

The Riverside County Fire Department (RCFD) recommends the County of Riverside continue contracting for Automatic Aid Agreement with the Morongo Band of Mission Indians. The RCFD and the Morongo Band of Mission 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 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

Riverside County and Morongo Band of Mission Indians 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.

SUPPLEMENTAL:

Additional Fiscal Information

No payment shall be made between the Parties as compensation for any series 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


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time, then that Party shall bill on behalf of the responding Party for all its reimbursable costs and expenses incurred in responding to the incident.

Contract History and Price Reasonableness

The previous Automatic Aid agreement between the Morongo Band of Mission Indians and the County of Riverside was signed in 1999. Also, the County has a Dispatch and Communications Services Agreement with the Morongo Band of Mission Indians approved by the Board of Supervisors with Agenda 3.8 dated October 27, 2015.


Diane Sinclair, Deputy Director-Fire Admin 4/12/2018


Gregory V. Priamos, Director County Counsel 4/10/2018

AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered into this day FEBRUARY 21, 2018, by and between the

COUNTY OF RIVERSIDE AND MORONGO BAND OF MISSION INDIANS RECITALS

Both the County of Riverside and the Morongo Band of Mission Indians maintain, as part of their municipal service, an organized and equipped Fire Department, charged with the duty of fire protection and rescue within their respective jurisdiction and they have agreed it would be to the benefit of each party, that the services of such be, in some circumstances, extended outside of their jurisdictional boundaries, and

The parties both desire that in some circumstances Morongo Band of Mission Indians Fire Department will respond to fire and emergency medical/rescue incidents outside of the corporate boundaries of the Morongo Band of Mission Indians Fire Department, and that in some circumstances the Riverside County Fire Department will respond to fire and emergency medical/rescue incident within the jurisdictional boundaries of the Morongo Band of Mission Indians Fire Department.

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

That the specific details of the services to be provided under this agreement shall be determined by the respective Fire Chiefs of both the Morongo Band of Mission Indians Fire Department and the Riverside County Fire Department. These services shall be detailed in an Operating Plan which the Fire Chiefs shall develop and annually review. The amended Operating Plan shall become part of this agreement as Exhibit A. It is understood that all plans, which deal with emergency response, shall adhere as closely as practical to the "closest unit" concept which forms the basis for this agreement.

Pursuant to the authority granted by Section 55632 of the California Government Code, (California Disaster and Civil Defense Master Mutual Aid Agreement), the parties agree to respond to emergency incidents outside of their geographical jurisdictions, and into the geographical jurisdiction of the other in accordance with the terms of this agreement. The Fire Chief of the parties from time to time may amend Exhibit "A" attached hereto by mutual consent.

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.

AUTOMATIC AID AGREEMENT
COUNTY OF RIVERSIDE AND
MORONGO BAND OF MISSION
INDIANS FIRE DEPARTMENT

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Each of the parties 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 said equipment is used outside of its geographical boundaries.

Each party will be responsible to provide the law enforcement and traffic control personnel within its own geographical boundaries.

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.

The agency 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.

No payment 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 aerial fire apparatus and overhead (chief officer) personnel and associated equipment.

Each agency may, upon its own initiative, go upon land which is within the boundaries of the other agency to engage in fire suppression work without prior authorization; provided however, its 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 agency.

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 agencies shall send forces promptly to start appropriate action on borderline incidents. Each of the parties shall be fully responsible for the preservation of evidence.

Each party shall defend, indemnify, and hold harmless the other party and their 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 act or omission of such indemnifying party hereunder, or its agent's servants, employees, done or performed pursuant to the terms and conditions of this agreement.

This agreement shall be effective as of the day and year herein above written and continue until terminated by either party by giving 90 days' notice. Notice shall be given to the Morongo Band of Mission Indians Fire Department at 12700 Pumarra Road, Banning, CA 92220 or the Riverside County Fire Department at 210 West 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.

MORONGO BAND OF MISSION INDIANS

DATED: 2/21/18

BY: [Signature]
Robert Martin, Tribal Chairperson

ATTEST:
BY: _____

APPROVED AS TO FORM:
BY: _____

SEAL

COUNTY OF RIVERSIDE

DATED: MAY 01 2018

BY: [Signature]
Chairman, Board of Supervisor
CHUCK WASHINGTON

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

BY: [Signature]
Deputy

BY: [Signature]
GREGORY P. PRIAMOS
County Counsel

SEAL

AUTOMATIC AID AGREEMENT

between the

**RIVERSIDE COUNTY FIRE DEPARTMENT
and the
MORONGO BAND OF MISSION INDIANS**

2018 ANNUAL OPERATING PLAN

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated February 21, 2018, between the Riverside County Fire Department (RVC) and the Morongo Band of Mission Indians Fire Department (TRIBE). RVC and TRIBE 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, emergency incident response and command and control elements to implement the Automatic Aid Agreement.

This Operating Plan can be modified at any time with mutual written agreement by the Fire Chiefs for the Riverside County Fire Department and the Morongo Band of Mission Indians Fire Department.

RECITALS:

1. The Riverside County Fire Department is a local government agency governed by the Riverside County Board of Supervisors and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response including hazardous material response team(s), technical rescue, and related emergency services. The Riverside County Fire Department generally protects the unincorporated area of the county, its contractual partner cities and a community services district.
2. The Morongo Band of Mission Indians Fire Department is a local government agency governed by the Morongo Band of Mission Indians Tribal Council and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue and related emergency services.
3. The California Department of Forestry and Fire Protection (CALFIRE) is responsible for wildland fire protection in State Responsibility Area (SRA) per Public Resources Code Sections 4125-4127. In most areas, the Tribal responsibility lies within CALFIRE SRA wildland responsibility.

In addition to providing wildland fire protection, CALFIRE enters into cooperative fire protection agreements with local governments and such has been the case in Riverside County since 1931.

4. RVC is dispatched by the CALFIRE/Riverside County Fire Department Emergency Command Center (ECC) located in Perris, CA.
5. TRIBE is dispatched by the CALFIRE/Riverside County Fire Department Emergency Command Center (ECC) located in Perris, CA. The County represents the Morongo Band of Mission Indians in a Dispatch Agreement signed on October 27, 2015.
6. The Perris ECC is also serves as the dispatch center for the Riverside County Fire and Rescue Operational Area, coordinating all mutual aid activity within the County.
7. Whenever and within the areas defined by this operating plan, the closest apparatus will be dispatched by the RVC. The agency responding to a request of the other agency may decline an automatic aid request.
8. Response as part of this automatic aid agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid (MMA) unless criteria is met for reimbursement via another source.
9. Both Agencies will adhere to EMS policies, procedures and protocols as required by the Riverside County EMS Agency and the California Emergency Medical Services Authority. Most regulations will appear in Health and Safety Code Section 1797 et al.
10. As an extension of this Operating Plan, both agencies will jointly train and ensure the highest levels of competence as part of this agreement.

EMERGENCY INCIDENT RESPONSE

1. Each of the parties hereto will respond the appropriate apparatus and equipment dependent on availability of resources and as dispatched by their dispatch center.
2. The services to be rendered pursuant to this Agreement shall consist of providing first alarm fire response, emergency medical response, technical rescue response and hazardous materials response. Each Agency agrees to also provide, when and where possible, its own Chief Officer, additional apparatus, and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries or to request mutual aid from the operating area.

3. 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 will only apply to resources considered Master Mutual Aid. Resources other than master mutual aid may be considered assistance by hire (ABH). This may include chief or fire officer response as well as approved apparatus and equipment upon request. CAL FIRE dozers, crews and aircraft are not considered mutual aid nor is a hazardous materials response team and apparatus.
4. All resource requests over and above the agreed to response from each agency will be considered Master Mutual Aid unless covered by another cost reimbursement agreement (CFAA, CFMA et al).
5. The Incident Command System (ICS) will be the only system used for the command of emergencies. The agency having jurisdiction (AHJ) always has the command responsibility and the final authority as to strategy and tactics at the incident. The AHJ resource will assume command from the other agency upon arrival. When responding into the other agency's jurisdiction, the responding unit becomes a resource of the receiving unit and, as such, is under the control of that agency until released. Under master mutual aid, an agency can recall assigned resources at any time. Of course, serious consideration must be extended to the receiving agency if resources(s) are recalled during a working emergency. Regardless of jurisdiction, the first arriving unit must initiate command and seek control of the incident.
6. Automatic Aid shall apply only to emergency incidents, and shall not apply to non-emergency situations such as water removals, standbys, public assistance, etc.
7. Command support and tactical radio frequencies will be determined and assigned by jurisdictional dispatch center based upon established communication plans.
8. The responsibility for requesting medic ambulances, law enforcement or CHP, will be made through the Incident Commander (IC) to the jurisdictional dispatch center.
9. Fire station coverage under this agreement will be the responsibility of each Agency unless otherwise requested via the mutual aid system. It is the responsibility of TRIBE however, to ensure cover engines have been requested through the Perris ECC as the mutual aid dispatch center.
10. RVC and TRIBE may share radio frequencies for training, emergency incidents and joint resource operations.
11. Logistical support of emergencies will be the responsible of the AHJ.

DISPATCH PROCEDURES

Both agencies agree to provide resources into each other's jurisdictions as recommended by Computer Aided Dispatch (CAD) up to the 3rd resource in the lineup as suggested by CAD.

- 1) Dispatch into County jurisdiction (if available) within the suggested resource parameters of CAD will be as follows;
 - Medical emergency – One (1) engine company and/or truck company
 - Structure Fire – One (1) engine and/or Truck Company
 - Vegetation Fire – One (1) engine and/or truck company
 - Other Fire – One (1) engine company and/or truck company

- 2) Dispatch into Tribal jurisdiction (if available) within the suggested resource parameters of CAD will be as follows;
 - Medical Emergency – One engine company
 - Structure Fire – Two (2) engine companies
 - Vegetation Fire – One (1) engine company (if fire is not on or considered a threat to SRA)
 - Other Fire – One (1) engine company

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.

MORONGO BAND OF MISSION INDIANS

DATED: 2/21/18

BY: 
Robert Martin, Tribal Chairperson

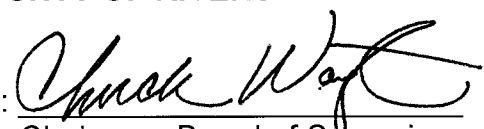
ATTEST:
BY: _____

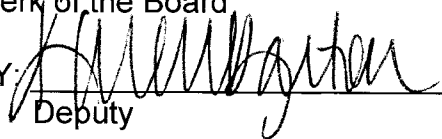
APPROVED AS TO FORM:
BY: _____

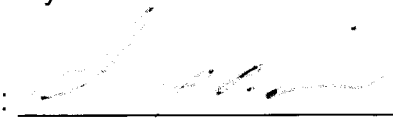
SEAL

COUNTY OF RIVERSIDE

DATED: MAY 01 2018

BY: 
Chairman, Board of Supervisor
CHUCK WASHINGTON

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board
BY: 
Deputy

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

SEAL