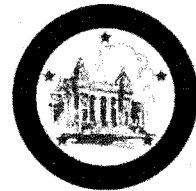


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.26  
(ID # 11170)

**MEETING DATE:**

Tuesday, December 10, 2019

**FROM :** FIRE DEPARTMENT:

**SUBJECT:** FIRE DEPARTMENT: Approval of the Cooperative Agreement for the Purpose of Automatic Aid Agreement between the County of Riverside and the City of Yucaipa Fire Department until terminated by either Party. District 5 [\$0]

**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 City of Yucaipa Fire Department; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

**ACTION:**

*Shawn Newman*

Shawn Newman, Chief Cal Fire Riverside County

11/13/2019

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 10, 2019  
xc: Fire

Kecia R. Harper  
Clerk of the Board

By: *[Signature]*  
Deputy

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

<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: No</b>	
			<b>For Fiscal Year: 19/20</b>	

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

**BACKGROUND:**

**Summary**

The City of Yucaipa Fire Department 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 City of Yucaipa Fire Department, and that in some circumstances the City of Yucaipa Fire Department will respond to emergency fire and emergency medical/rescue incidents within the boundaries of County. 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 City of Yucaipa Fire Department. The RCFD and the City of Yucaipa Fire Department 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 City of Yucaipa Fire Department 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,

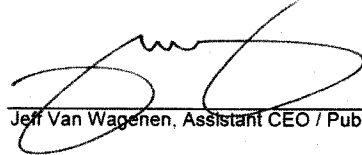
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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 of Supervisors approved Automatic Aid Agreement between the City of Yucaipa Fire Department and the County of Riverside.

  
Diane Sinclair, Deputy Director-Fire Admin 12/2/2019

  
Jeff Van Wagenen, Assistant CEO / Public Safety 12/3/2019

  
Cheryl Williams 12/3/2019

  
Gregory P. Priapos, Director County Counsel 11/13/2019

## AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered this 04<sup>th</sup> day of December, 201~~8~~<sup>9</sup>, by and between the

**CITY OF YUCAIPA FIRE DEPARTMENT  
(HERIN REFERRED TO AS "YUCAIPA")  
AND  
RIVERSIDE COUNTY FIRE DEPARTMENT  
(HERIN REFERRED TO AS "RIVERSIDE COUNTY")**

### RECITALS

**WHEREAS**, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and

**WHEREAS**, the parties of this Agreement 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

**WHEREAS**, it is in the best interest of the citizens of RIVERSIDE COUNTY and YUCAIPA to provide the most expeditious response to suppress fires and render other emergency service; and

**WHEREAS**, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue and emergency medical services on a day-to-day basis; and,

**WHEREAS**, this Agreement is authorized by provisions of applicable state and federal law;

**NOW, THEREFORE**, in consideration of these mutual promises, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

- A. Pursuant to the authority granted by Section 55632 of the California Government Code (California Disaster and Civil Defense Master Mutual Aid Agreement), RIVERSIDE COUNTY and YUCAIPA 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.
- B. The specific details of the services to be provided under this agreement shall be determined by RIVERSIDE COUNTY and YUCAIPA Fire Chiefs. These services shall be detailed in an Operating Plan (Attachment "A"). Said Attachment "A" is hereby made part of this Agreement by this reference. The RIVERSIDE COUNTY and YUCAIPA Fire Chiefs shall review Attachment "A" annually and, as necessary, make amendments in writing. Any amendments shall become part of this Agreement. It is understood that all Operating Plans dealing with emergency response shall adhere as closely as practical to the "closest unit" concept which forms the basis for this Agreement.
- C. Each party shall maintain Workers' 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.

- D. 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 its own apparatus and equipment used pursuant to this Agreement while said equipment is used outside of its geographical boundaries.
- E. Each party will be responsible to provide law enforcement and traffic control personnel within its own geographical boundaries.
- F. 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.
- G. 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.
- H. 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.
- I. Each agency may, upon its own initiative, go upon land which is within the boundaries of the other agency to engage in fire suppression and/or rescue, or to provide emergency medical services 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.
- J. 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 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.
- K. 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 or employees, done or performed pursuant to the terms and conditions of this Agreement.
- L. 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' written notice to the designated person below. Notice shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next business day if sent by express mail or overnight air courier.

Riverside County Fire Department  
 ATTN: Fire Chief  
 210W, San Jacinto Avenue  
 Perris, CA 92570

Yucaipa Fire Department  
 ATTN: Fire Chief  
 34272 Yucaipa Boulevard  
 Yucaipa, CA 92399.

**AUTOMATIC AID AGREEMENT  
 CITY OF YUCAIPA FIRE DEPARTMENT AND  
 RIVERSIDE COUNTY FIRE DEPARTMENT**

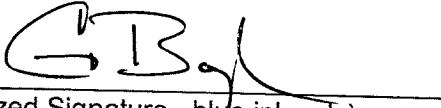
IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

**Approval**

IN WITNESS WHEREOF, the PARTIES have executed this Automatic Aid Agreement between City of Yucaipa Fire Department and Riverside County Fire Department as of the date written below:

**YUCAIPA:**

**RIVERSIDE COUNTY:**



(Authorized Signature - blue ink only)  
Greg Bogh, Mayor, City of Yucaipa



Authorized Signature - blue ink only  
Kevin Jeffries, ~~Mayor~~ ~~Chairman~~, County of Riverside  
Chairman, Board of Supervisors

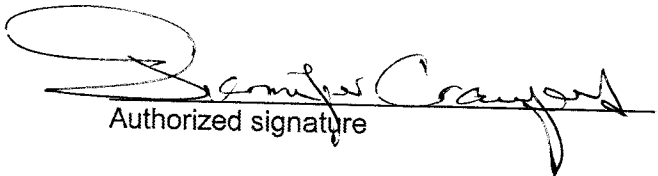
7/11/19  
Date

DEC 1 0 2019  
Date

**ATTEST:**

**ATTEST:**

**ATTEST:**

  
Authorized signature

KECIA R. HARPER, Clerk

By   
DEPUTY

Authorized signature

Jennifer Crawford  
Print Name

Print Name

Deputy City Mgr / City Clerk  
Title

Title

FORM APPROVED COUNTY COUNSEL

BY:  11/19/19  
GREGORY P. PRIAMOS DATE

# AUTOMATIC AID AGREEMENT

between the

COUNTY OF RIVERSIDE

and the

CITY OF YUCAIPA FIRE DEPARTMENT

## 2019 ANNUAL OPERATING PLAN

---

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated July 22nd, 2019, between the City of Yucaipa Fire Department (herein referred to as "YUCAIPA") and the Riverside County Fire Department (herein referred to as "RIVERSIDE COUNTY"). YUCAIPA and RIVERSIDE COUNTY 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 YUCAIPA and RIVERSIDE COUNTY.

### RECITALS:

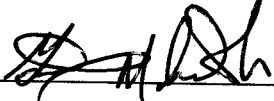
1. YUCAIPA is a local government agency governed by the City Council and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue, and related emergency services.
2. Riverside County is a California Government Code General Law County and provides fire and rescue services within the County of Riverside.
3. YUCAIPA is dispatched by the CAL FIRE San Bernardino Emergency Command Center (San Bernardino ECC) located in San Bernardino, California. RIVERSIDE COUNTY is dispatched by the CAL FIRE Riverside Emergency Command Center (Perris ECC) located in Perris, California. The Perris ECC serves as the dispatch center for the County of Riverside Operational Area coordinating all mutual aid activity within Riverside County.
4. The responding Automatic Aid engine companies will be the closest available to YUCAIPA and RIVERSIDE COUNTY. The agency responding to a request of the other agency may decline an automatic aid request.

Rescue - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Emergency Medical Service call - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Reviewed and Approved by:

CITY OF YUCAIPA FIRE DEPARTMENT

By:   
Grant Malinowski,  
Yucaipa Fire Chief

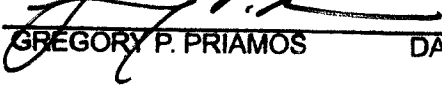
7/22/19  
Dated

RIVERSIDE COUNTY FIRE DEPARTMENT

By:   
Shawn Newman,  
Riverside County Fire Chief

10-8-18  
Dated

FORM APPROVED COUNTY COUNSEL

BY:   
GREGORY P. PRIAMOS DATE 11/19/19