

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



ITEM: 3.8  
(ID # 12944)

MEETING DATE:  
Tuesday, July 07, 2020

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Automatic Aid Agreement Between the County of Riverside and the San Diego County Fire Authority for five (5) years; 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 San Diego County Fire Authority; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

ACTION:

*Casey Hartman*

Casey Hartman, Fire Department Chief 6/23/2020

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 07, 2020  
xc: FIRE

Kecia R. Harper  
Clerk of the Board  
By: *[Signature]*  
Deputy

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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: 20/21</b>	

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

**BACKGROUND:**

**Summary**

The San Diego 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 San Diego County Fire Authority and that in some circumstances the San Diego County Fire Authority will respond to emergency fire and emergency medical/rescue incidents within the boundaries of County. This is the first written Automatic Aid Agreement with the San Diego County Fire Authority; we currently have Automatic Aid Agreements with several entities throughout Riverside County and neighboring Counties.

The Riverside County Fire Department (RCFD) recommends the County of Riverside approve the contract for Automatic Aid Agreement with the San Diego County Fire Authority. The RCFD and the San Diego County Fire Authority 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 through June 30, 2025, or until terminate 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 San Diego 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 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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STATE OF CALIFORNIA**

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 of Supervisors approved Automatic Aid Agreement between the San Diego County Fire Authority and the County of Riverside.

  
Diane Sinclair, Deputy Director-Fire Admin 6/29/2020

  
Cheryl Williams 6/29/2020

  
Jeff Van Wagenen, Assistant CEO / Public Safety 6/29/2020

  
Gregory H. Priamos, Director County Counsel 6/23/2020



## AUTOMATIC AID AGREEMENT

This agreement ("Agreement"), made this 7<sup>TH</sup> day of July, 2019 ("Effective Date"), by and between the San Diego County Fire Authority, hereinafter referred to as "County Fire" and the County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Fire Department. County Fire and Riverside County Fire Department may sometimes be collectively referred to as the "Parties".

### RECITALS

- A. The Parties, as part of their governmental services, maintain an organized and equipped Fire Department which conducts emergency response operations within their respective jurisdictional limits; and
- B. It is the desire of the Parties hereto to render aid, each to the other, to combat the effect of fire, and provide emergency response outside of their jurisdictional limits and into the jurisdictional limits of the other party when such aid is necessary to protect life and property as herein set forth; and
- C. The Parties hereto desire to affect the purpose of this agreement pursuant to the provisions of the "Joint Exercise of Power Act" (Gov. Code Section 6500-6522) and Health & Safety Code Sections 13050 and 13863.

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the Parties as herein expressed, the Parties hereto mutually agree as follows:

1. Any Party may, upon determining mutual benefit, agree to furnish fire protection personnel and equipment and to render such fire protection and emergency response services to each other as may be necessary to suppress fire or provide emergency assistance to preserve life and property. Each party mutually agrees to respond up to five miles beyond either county line (see Attachment A).

Such automatic aid shall be provided to the County of San Diego; provided, however, that neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.

2. No response to an automatic aid request provided for in this agreement will be made by the Parties hereto unless such request is **received through the established communication channels common to each party** and made by a responsible official to the party requesting such aid.
3. That any automatic aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire requiring automatic aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this automatic aid agreement.

4.

a. Third-Party Claims:

- i. County Fire agrees to indemnify, defend, and save Riverside County Fire Department and their agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to employees of County Fire and all claims which arise from or are connected with County Fire's performance or failure to perform the obligations of this Agreement, or caused or claimed to be caused by the acts of County Fire, County Fire's agents or employees; and all expenses of investigating and defending against same.
- ii. Riverside County Fire Department agrees to indemnify, defend, and save County Fire and their agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to employees of the Riverside County Fire Department and all claims which arise from or are connected with Riverside County Fire Department performance or failure to perform the obligations of this Agreement, or caused or claimed to be caused by the acts of Riverside County Fire Department, Riverside County Fire Department agents or employees; and all expenses of investigation and defending against the same.

b. The Parties agree to indemnify the other party for any liability imposed upon the other party under Government Code 895.2, based upon negligent or wrongful act or omission of the indemnifying party's officers, agents, or employees occurring in the performance of this Agreement. This indemnification agreement is entered into pursuant to Government Code 895.4 and is intended to eliminate the pro rata share contribution described in Government Code 895.6 and distribute the joint and several liabilities described in Government Code 895.2 between the Parties so that each party bears the liability and costs for its own negligence.

c. The indemnities set forth in this paragraph 4 shall survive the termination of this Agreement.

5. The assurance of aid to the Parties set forth in this Agreement shall constitute the sole consideration for the performance of this Agreement. It is understood and agreed that no money payments shall be made between the departments, and that no charges shall be assessed by any party against any other party except as expressly provided in this Agreement. Notwithstanding the foregoing, however, and notwithstanding any other provision of this Agreement, neither party shall be liable to the other party, or to any other person or party, as a result of its failure to respond or failure to respond timely being the right to terminate this Agreement.



6. That certain specialized types of fire protection resources may not be made available subject to the provisions of this agreement, and that such resources will be available only on a reimbursement basis.
7. Nothing in this Agreement is intended by the Parties to diminish, waive, or otherwise affect the privileges and immunities conferred upon the parties by operation of law.
8. Each party to this Agreement shall provide Worker's Compensation coverage as required by State or Federal law, as applicable, for its own employees, without cost to the other party. Neither party shall be required to pay for salaries, other compensation, or employment benefits for the employees of the other party as a result of any work or services performed pursuant to this Agreement.
9. Each party shall be fully responsible for all repairs, maintenance, and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement, outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the requesting agency shall replenish fuel as needed and provide necessary minor maintenance on responding equipment to keep it operational during the event.
10. Any chemical agents or expandable supplies used during the incident by the responding party shall be replenished by the requesting party.
11. Each party must meet the following minimum requirements to provide and/or receive automatic aid:
  - a. Adopt the standard operating procedures for the appropriate San Diego County Operational Zone.
  - b. Meet or exceed the requirements of the current National Fire Protection Association (NFPA) standards:
    - i. NFPA 1001 Standard for Fire Fighter Professional Qualifications
    - ii. NFPA 1021 Standard for Fire Officer Professional Qualifications
    - iii. NFPA 1051 Standard for Wildland Firefighting Personnel Professional Standards
  - c. Maintain accreditation as a San Diego County EMS provider. (Responding units will provide the level of care within policies of their originating LEMSA when responding to each other's jurisdiction.)
  - d. Meet the requirements of California Labor Code 6303 and 6304.1.

12. Dispatching procedures and equipment response within the agreement shall be as follows:

- a. A request will be made to Monte Vista Inter-Agency Emergency Command Center or Perris Emergency Command Center for dispatch to those fires or emergency incidents occurring within the jurisdiction of County Fire or Perris Emergency Command Center. Riverside County Fire Department and County Fire shall pre-determine the response areas for these requests.
  - i. Non-Wildland incident responses will use VHF frequencies assigned to Monte Vista Inter-Agency Emergency Command Center or Perris Emergency Command Center for automatic aid communication as required (see Attachment B).
  - ii. In order to maintain operational consistency, all Parties to this agreement will comply with specific type apparatus requests for all automatic aid responses. In the event that the request type apparatus is not available, the receiving dispatch agency will notify the requesting agency. The requesting agency will cancel the request and fill the order with the closest appropriate type resource required for the incident.
  - iii. Failure of any party to access, acknowledge, and maintain all incident communications on the agency assigned command and tactical frequencies will result in cancellation of automatic aid resources for the specific incident, and may result in suspension of this agreement.
  - iv. Wildland incidents shall use VHF frequencies for automatic aid communication as assigned.
  - v. Incidents shall be managed utilizing the Incident Command System (ICS) and Unified Command where appropriate.
- b. On wildland fires, where CAL FIRE has primary jurisdiction, CAL FIRE shall be notified simultaneously by the Perris Emergency Command Center, on behalf of Riverside County Fire Department while dispatching Riverside County Fire Department equipment.
- c. On other fires and other emergencies included in this agreement, where Riverside County Fire Department has primary jurisdiction, a request for automatic aid resources will be placed to Monte Vista Inter-Agency Emergency Command Center following the dispatch of Riverside County Fire Department equipment by Perris Emergency Command Center, as identified by pre-determined response areas.
- d. County Fire will respond to all emergencies or fires, if available, when requested by Perris Emergency Command Center, on behalf of Riverside County Fire Department.

- e. Riverside County Fire Department will respond to all emergencies or fires, if available, when Monte Vista Inter-Agency Command Center.
  - f. Riverside County Fire Department will respond to all fire emergencies within their jurisdictional boundaries that are the responsibility of the State, known as State Responsibility Area (SRA).
13. This agreement shall remain in full force and effect for a period of five (5) years from the date hereinabove written unless sooner terminated by either of the Parties giving to the other Parties fifteen (15) days written notice of such termination.
  14. Nothing in this Agreement shall limit the Parties from participating in other existing agreements with other fire jurisdictions.
  15. This agreement may be amended only by written consent of all Parties to the Agreement.
  16. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
  17. This Agreement shall not be assigned by either party without first obtaining the express written consent of the other party.



In witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first hereinabove written.

**SAN DIEGO COUNTY AUTHORITY  
FIRE DEPARTMENT**

Date: 5-28-2020

By:   
Herman Reddick, Program Director

Date: 5-27-2020

By:   
Tony Mecham, Fire Chief

(SEAL)

**COUNTY OF RIVERSIDE**

Date: JUL 07 2020

By:   
Chairman, Board of Supervisors

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

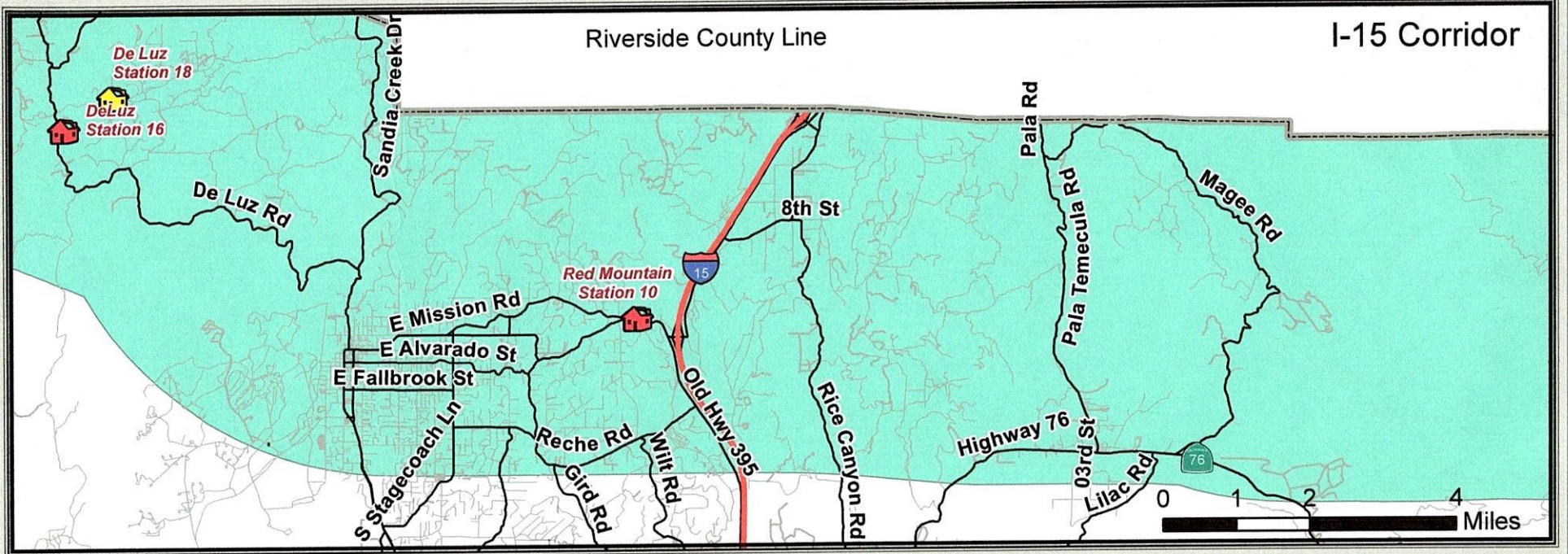
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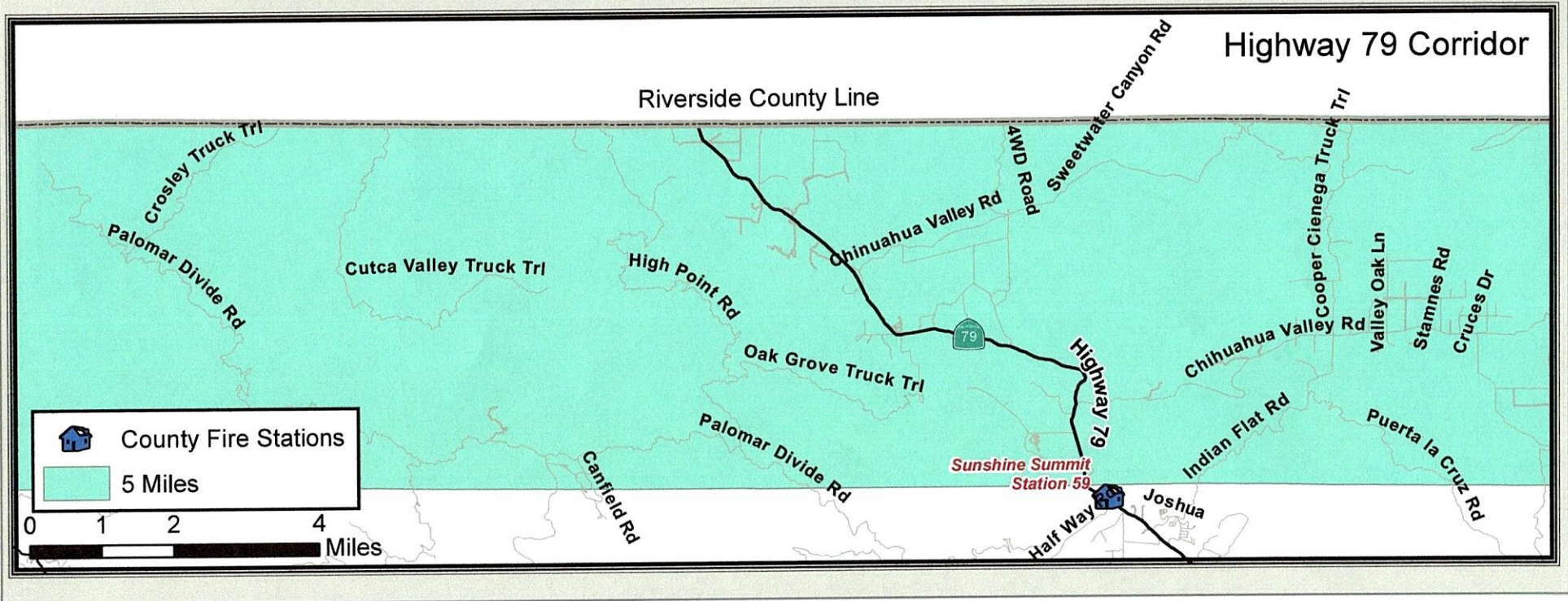
Riverside County Line

I-15 Corridor



Riverside County Line

Highway 79 Corridor





COMMUNICATIONS RESOURCE AVAILABILITY WORKSHEET					Frequency Band	Description				
					VHF	Auto-Aid RRU, Station 10 and 59's Area				
Channel Configuration	Channel Name/Trunked Radio System Talkgroup	Eligible Users	RX Freq N or W	RX Tone/NAC	TX Freq N or W	Tx Tone/NAC	Mode A, D or M	Remarks		
COMMAND	MVU 2		151.3325	131.8	159.2775	OST	A	TONE 1, 4, 6, 9 Primary		
COMMAND	XSD CMD1		154.1750	103.5	158.8650	103.5		TONE 8, Secondary		
								2/25/2019 ALB		

The convention calls for frequency lists to show four digits after the decimal place, followed by either an “N” or a “W”, depending on whether the frequency is narrow or wide band. Mode refers to either “A” or “D” indicating analog or digital (e.g. Project 25) or “M” indicating mixed mode. All channels are shown as if programmed in a control station, mobile or portable radio. Repeater and base stations must be programmed with the Rx and Tx reversed.