

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



ITEM: 3.22
(ID # 17732)

MEETING DATE:

Tuesday, December 14, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Automatic Aid Agreement Between the County of Riverside and the City of Canyon Lake until terminated by either Party; District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Automatic Aid Agreement between the County of Riverside Fire Department and the City of Canyon Lake; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Fire Chief to negotiate and execute any amendments to the Exhibit A Operating Plan of this Agreement, subject to approval-as-to-form by County Counsel.

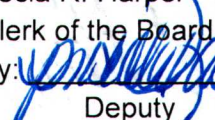
ACTION:


Bill Weiser, Fire Department Chief 11/24/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington 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: December 14, 2021
xc: Fire

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Canyon Lake would like to begin an Automatic Aid Agreement with the Riverside County Fire Department (RCFD). The Parties both desire that in some circumstances RCFD will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the City, and that in some circumstances the City will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the County. The City of Canyon Lake approached the County of Riverside to enter into the Automatic Aid Agreement and this is the first written Automatic Aid Agreement. RCFD currently has Automatic Aid Agreements with several entities throughout the Riverside County and neighboring Counties.

The Riverside County Fire Department recommends the County of Riverside contract for Automatic Aid Agreement with the City of Canyon Lake. The RCFD and the City of Canyon Lake have reached an agreement as to the level of service to be provided. The term of this agreement shall be effective upon the City of Canyon Lake notifying RCFD, that the City of Canyon Lake has in operation an engine company consisting of, at a minimum, three personnel, with at least one Firefighter/Paramedic capable of providing Advanced Life Support. If the City of Canyon Lake falls below that level and type of staffing, the parties will have no obligations under the agreement until the City of Canyon Lake gives RCFD written notice that it has the required level and type of staffing again. The agreement will otherwise 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.

In the expectation that the City of Canyon Lake will approve the Automatic Aid Agreement at their next City Council Meeting, the Riverside County Fire Department is seeking a concurrent approval of said agreement.

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

Impact on Residents and Businesses

The Riverside County and City of Canyon Lake 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

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

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 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 Automatic Aid agreement between the City of Canyon Lake and the County of Riverside. The County has a Dispatch and Communications Services Agreement with the City of Canyon Lake approved by the Board of Supervisors with Agenda 3.7 dated September 21, 2021; effective January 1, 2022. The Cooperative Agreement with the City of Canyon Lake for Fire Services will expire January 1, 2022, at 0800 and the City will have established their own fire department at that time.


Melissa Cushman

11/29/2021


Rebecca S Cortez, Principal Management Analyst

12/6/2021


Gregory L. Priamos, Director County Counsel

11/29/2021

AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered into this day _____, 2021, by and between the

COUNTY OF RIVERSIDE AND CITY OF CANYON LAKE

RECITALS

Both the County of Riverside and the City of Canyon Lake 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 City of Canyon Lake will respond to fire and emergency medical/rescue incidents outside of the corporate boundaries of the City of Canyon Lake, 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 City of Canyon Lake.

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 City of Canyon Lake 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 Operating Plan, as it may be amended pursuant to that annual review, shall become part of this agreement as Exhibit A. It is understood that all plans that 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
City of Canyon Lake
1 of 4

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

DEC 14 2021 3.22

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 that is within the boundaries of the other agency to engage in fire suppression work without prior authorization, provided, however, that 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 agents officers, servants, and/or 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 City of Canyon Lake at 31516 Railroad Canyon Road, Canyon Lake, CA 92587 or the Riverside County Fire Department at 210 West San Jacinto Avenue, Perris, CA 92570.

Once this agreement is fully executed, it shall not go into effect until the City of Canyon Lake notifies the Riverside County Fire Department, attesting in writing, directed to the address of Notice above, that the City of Canyon Lake has in operation an engine company consisting of, at a minimum, three personnel, with at least one Firefighter/Paramedic capable of providing Advanced Life Support. If at any point after this agreement goes into effect the City of Canyon Lake no longer has this required level and type of staffing, the City of Canyon Lake shall give notice in writing to the Riverside County Fire Department at the address above within five (5) business days of falling below such level of staffing. Once such notice is given, other than indemnification obligations for actions already undertaken under this agreement, if any, as set forth above, the parties to this Agreement shall have no obligations under this agreement unless and until the City of Canyon Lake provides notice to the Riverside County Fire Department in writing at the address above that the City of Canyon Lake again has in operation an engine company consisting of, at a minimum, three personnel, with at least one Firefighter/Paramedic capable of providing Advanced Life Support, at which point this agreement will again go fully into effect.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Provision on following page]

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.

Dated: 12/16/2021

ATTEST:
By: [Signature]
Ana Sauseda, CMC



CITY OF CANYON LAKE

By: [Signature]
Chris Mann, City Manager

APPROVED AS TO FORM:

By: [Signature]
Steven Graham, City Attorney

COUNTY OF RIVERSIDE

Dated: _____

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisor

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

SEAL

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.

CITY OF CANYON LAKE

Dated: _____

By: _____
Chris Mann, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Ana Sauseda, CMC

By: _____
Steven Graham, City Attorney

SEAL

COUNTY OF RIVERSIDE

Dated: DEC 14 2021

By: Karen S. Spiegel
Chair, Board of Supervisor
KAREN SPIEGEL

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: [Signature]
Deputy Clerk

By: [Signature]
MELISSA R. CUSHMAN
Deputy County Counsel

SEAL

EXHIBIT A
AUTOMATIC AID AGREEMENT
between the
RIVERSIDE COUNTY FIRE DEPARTMENT
and the CITY OF CANYON LAKE
2022 ANNUAL OPERATING PLAN

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated _____, 2021, between the County of Riverside ("County") on behalf of the Riverside County Fire Department ("RCFD") and the City of Canyon Lake ("Canyon Lake"). RVC and Canyon Lake 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 RCFD the Riverside County Fire Department and the City of Canyon Lake Fire Department ("CCLFD").

RECITALS:

1. RCFD is a department of the County, a political subdivision of the state of California, which is governed by the Riverside County Fire Department is a local government agency governed by the Riverside County Board of Supervisors. RVC 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. RCFD generally protects the unincorporated area of the County, its contractual partner cities, and certain community services districts.
2. The City of Canyon Lake is a California Government Code General Law City and CCLFD provides fire and rescue services within the city limits of the City of Canyon Lake.
3. The California Department of Forestry and Fire Protection ("CAL FIRE") is responsible for wildland fire protection in State Responsibility Area ("SRA") per Public Resources Code sections 4125-4127. None of the City of Canyon Lake's jurisdiction is within State Responsibility Area, although SRA in some cases is contiguous to Canyon Lake's jurisdiction.

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

4. RCFD is dispatched by the Perris Emergency Command Center ("Perris ECC") located in Perris, CA.
5. CCLFD is dispatched by Perris ECC. The County represents Canyon Lake in a dispatch agreement signed on September 21, 2021.
6. The Perris ECC also serves as the dispatch center for the Riverside County Fire and Rescue Operational Area coordinating all mutual aid activity within the County
7. The Agency responding to a request of the other agency may decline an automatic aid request.
8. Response as part of the Automatic Aid Agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid unless the criteria is met for reimbursement via another source.
9. Both Parties 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 seq.
10. As an extension of this Operation Plan, both Parties will jointly train and ensure the highest levels of competence as part of this agreement.

EMERGENCY INCIDENT RESPONSES

1. Each of the Parties here to will respond with 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 the Automatic Aid Agreement shall consist of providing a single engine for response. Each Agency agrees to also provide, when and where possible, all its own additional apparatus and equipment necessary in the event of additional alarms within its own geographical boundaries or to request mutual aid from the operational area.
3. Both Parties 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 this Automatic-Aid Agreement from each agency will be considered Mutual Aid unless covered by another cost reimbursement agreement (California Fire Assistance Agreement, California Master Cooperative

Wildland Fire Management and Stafford Act Response Agreement, et al.). All Mutual Aid will be requested through the Operational Area Fire and Rescue Coordinator.

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 California Highway Patrol ("CHP") will be made through the Incident Commander ("IC") to the jurisdictional dispatch center.
9. Fire station coverage under the Automatic Aid Agreement will be the responsibility of each Agency unless otherwise requested via the mutual aid system. It is the responsibility of CCLFD however, to ensure cover engines have been requested through the Perris ECC as the mutual aid dispatch center.
10. Parties may share radio frequencies for training, emergency incident and joint resource operations.
11. Logistical support of emergencies will be the responsible of the Agency having jurisdiction.
12. The parties agree to handle all calls within their jurisdiction, and Automatic Aid will apply to additional calls for service when initial attack resources are committed, unavailable and for multi resource responses.
13. Exhibit "B" shows an area shaded which designates the area CCLFD and the RCFD will automatically respond to with appropriate apparatus upon notification.

DISPATCH PROCEDURES

Parties agree to respond with resources as suggested by Computer Aided Dispatch ("CAD"), dependent on availability (Automatic response upon notification).

CCLFD agrees to provide RCFD one engine company up to the second resource as suggested in the CAD line-up.

RCFD agrees to provide CCLFD one engine company.

Reviewed and approved by:

RIVERSIDE COUNTY FIRE DEPARTMENT

Dated: 12/7/21

By: Bill Weiser
Bill Weiser, Fire Chief

CANYON LAKE FIRE DEPARTMENT

Dated: 12/6/21

By: Jeff LaTendresse
Jeff LaTendresse, Fire Chief

City of Canyon Lake and Riverside County Fire Department Auto Aid Agreement (Exhibit B)

