

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



ITEM: 3.25
(ID # 17759)

MEETING DATE:

Tuesday, December 14, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Mutual Aid Agreement Between the County of Riverside and the Secretary of the Air Force acting by and through the Commander, March Air Reserve Base Fire Department, for five (5) years; District 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Mutual Aid Agreement between the County of Riverside Fire Department and the March Air Reserve Base; and
2. Authorize the Chair of the Board to execute this Agreement on behalf of the County.

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 March Air Reserve Base Fire Department would like to continue the Mutual 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 March Air Reserve Base, and that in some circumstances the March Air Reserve Base will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the County. The March Air Reserve Base Fire Department approached the County of Riverside to enter into the Mutual Aid Agreement. We currently have Automatic and Mutual 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 Mutual Aid Agreement with the March Air Reserve Base Fire Department. The RCFD and the March Air Reserve Base Fire Department have reached an agreement as to the level of service to be provided. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date and automatically renews for an additional five-year period with the right to renew for two additional five-year terms, not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party 180 days in advance of the proposed date of termination.

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

Impact on Residents and Businesses

The Riverside County and March Air Reserve Base Fire Department will benefit with the Mutual Aid Agreement, by securing mutual 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 Mutual Aid Agreement will also create greater and better relationship between both Parties.

SUPPLEMENTAL:

Additional Fiscal Information

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

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

The previous Mutual Aid Agreement between the March Air Reserve Base Fire Department was signed in 2013.


Melissa Cushman

11/29/2021


Rebecca S Cortez, Principal Management Analyst

12/6/2021


Gregory L. Priamos, Director County Counsel

11/29/2021

**AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES
BETWEEN RIVERSIDE COUNTY AND MARCH AIR RESERVE BASE**

This Mutual Aid Agreement (the "Agreement") is made and entered into this _____ day of _____, 2021, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, March Air Reserve Base, pursuant to the authority of 42 U.S.C. § 1856a, and the County of Riverside, a political subdivision of the State of California on behalf of the Riverside County Fire Department ("Riverside County Fire Department"). Together, the Air Force and Riverside County Fire Department may be hereinafter referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. section 1856, the term "fire protection" includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. section 1856a, and Title 15 United States Code section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, and AFI 32-2001, *Fire and Emergency Services Program* (28 September 2018).
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the March Air Reserve Base Fire Department by a representative of the Riverside County Fire Department, fire protection equipment and personnel of the March Air Reserve Base Fire Department will be dispatched to any point within the area for which the Riverside County Fire Department normally provides fire protection services as designated by the representatives of the Riverside County Fire Department.

Mutual Aid Agreement between
County of Riverside and March Air Reserve Base

Page 1 of 7

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 3.25

d. On request to a representative of the Riverside County Fire Department by a representative of the March Air Reserve Base Fire Department, fire protection equipment and personnel of the Riverside County Fire Department will be dispatched to any point within the jurisdiction of the March Air Reserve Base as designated by the representative of the March Air Reserve Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.
- (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) Hazardous materials incident response will include the response to, and control and containment of, any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Riverside County Fire Department normally provides fire protection services, the chief of the March Air Reserve Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for March Air Reserve Base to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that

pursuant to Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Riverside County Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. section 1856a, and pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, Riverside County Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Riverside County Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. The Air Force agrees to indemnify and hold harmless the Riverside County Fire Department from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Riverside County Fire Department in providing fire protection services to the Air Force, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Parties' obligations under this paragraph, which obligations shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off military installations IAW *National Fire Protection Association Standard 1561*.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph (f).

i. All equipment used by Riverside County Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by, or otherwise responsible for, it; and all personnel acting for Riverside County Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Riverside County Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided

and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures pursuant to 5 United States Code section 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code section 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings.

(3) The Air Force's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Riverside County Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

March Air Reserve Base
C/O Commander, 452d Air Mobility Wing
2145 Graeber Street, Suite 111
March ARB, CA 92518

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

March Air Reserve Base
C/O Chief, Fire Emergency Services
6450 8th Street
March ARB, CA 92518

For Riverside County Fire Department:

Riverside County Fire Department
Bill Weiser, Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for two additional five-year terms, not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party 180 days in advance of the proposed date of termination. Such notification shall be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement. Nothing in this Agreement shall limit the Parties from participating in other agreements with other fire jurisdictions.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties. This Agreement shall not be assigned by either Party without first obtaining the express written consent of the other Party.

r. This Agreement was made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

s. 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.

t. 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 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), or the federal Electronic Signatures in Global and National Commerce ("ESIGN") Act (15 U.S.C. §7001-7006) 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 and ESIGN Act as amended from time to time. The CUETA and ESIGN Act authorize 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 California Civil Code and Section 7006 of the ESIGN Act.

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(Signatures on following page)

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

Date: _____

By: _____
GREGORY P. HAYNES, Colonel, USAF
Commander, 452d Air Mobility Wing

COUNTY OF RIVERSIDE

Date: DEC 14 2021

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

ATTEST:
KECIA HARPER
Clerk of the Board

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

By: [Signature]
Deputy

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

RIVERSIDE COUNTY FIRE DEPARTMENT

Date: _____

By: _____
BILL WEISER, Fire Chief



CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Bill Weiser – Fire Chief

210 West San Jacinto Avenue, Perris, CA 92570-1915
Bus: (951) 940-6900 Fax: (951) 940-6373 www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

MT #17759

BANNING
BEAUMONT
COACHELLA
DESERT HOT SPRINGS
EASTVALE
INDIAN WELLS
INDIO
JURUPA VALLEY
LAKE ELSINORE
LA QUINTA
MENIFEE
MORENO VALLEY
NORCO
PALM DESERT
PERRIS
RANCHO MIRAGE
RUBIDOUX CSD
SAN JACINTO
TEMECULA
WILDOMAR

April 7, 2022

TO: CLERK OF THE BOARD

RE: Automatic Aid Agreement with March Air Reserve Base

Enclosed please find the fully executed Automatic Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency with March Air Reserve Base, Item #3.25 approved on December 14, 2021, for your file. This agreement is for FY21/22. Wet signature pages have been included in the agreement.

Please let me know if you have any questions.

Thank you,

Lety Morales

Administrative Services Analyst
(951) 940-6778

**BOARD OF
SUPERVISORS:**

KEVIN JEFFRIES
DISTRICT 1
KAREN SPIEGEL
DISTRICT 2
CHARLES WASHINGTON
DISTRICT 3
V. MANUEL PEREZ
DISTRICT 4
JEFF HEWITT
DISTRICT 5

CLERK/BOARD OF SUPERVISORS
2022 APR -7 PM 2:33

12/14/21 3.25
2022-4-152500

**AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES
BETWEEN RIVERSIDE COUNTY AND MARCH AIR RESERVE BASE**

This Mutual Aid Agreement (the "Agreement") is made and entered into this 14th day of December, 2021, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, March Air Reserve Base, pursuant to the authority of 42 U.S.C. § 1856a, and the County of Riverside, a political subdivision of the State of California on behalf of the Riverside County Fire Department ("Riverside County Fire Department"). Together, the Air Force and Riverside County Fire Department may be hereinafter referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. section 1856, the term "fire protection" includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. section 1856a, and Title 15 United States Code section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, and AFI 32-2001, *Fire and Emergency Services Program* (28 September 2018).
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Mutual Aid Agreement between
County of Riverside and March Air Reserve Base

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to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

DEC 14 2021 3:25

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e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

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- (4) Hazardous materials incident response will include the response to, and control and containment of, any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Riverside County Fire Department normally provides fire protection services, the chief of the March Air Reserve Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for March Air Reserve Base to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that

pursuant to Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Riverside County Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. section 1856a, and pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, Riverside County Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Riverside County Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. The Air Force agrees to indemnify and hold harmless the Riverside County Fire Department from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Riverside County Fire Department in providing fire protection services to the Air Force, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Parties' obligations under this paragraph, which obligations shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off military installations IAW *National Fire Protection Association Standard 1561*.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph (f).

i. All equipment used by Riverside County Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by, or otherwise responsible for, it; and all personnel acting for Riverside County Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Riverside County Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided

and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures pursuant to 5 United States Code section 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code section 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings.

(3) The Air Force's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Riverside County Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

March Air Reserve Base
C/O Commander, 452d Air Mobility Wing
2145 Graeber Street, Suite 111
March ARB, CA 92518

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

March Air Reserve Base
C/O Chief, Fire Emergency Services
6450 8th Street
March ARB, CA 92518

For Riverside County Fire Department:

Riverside County Fire Department
Bill Weiser, Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for two additional five-year terms, not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party 180 days in advance of the proposed date of termination. Such notification shall be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement. Nothing in this Agreement shall limit the Parties from participating in other agreements with other fire jurisdictions.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties. This Agreement shall not be assigned by either Party without first obtaining the express written consent of the other Party.

r. This Agreement was made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

s. 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.

t. 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 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), or the federal Electronic Signatures in Global and National Commerce ("ESIGN") Act (15 U.S.C. §7001-7006) 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 and ESIGN Act as amended from time to time. The CUETA and ESIGN Act authorize 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 California Civil Code and Section 7006 of the ESIGN Act.

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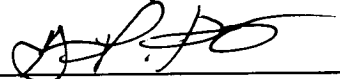
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(Signatures on following page)

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

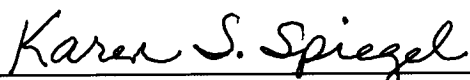
Date: 16 Feb 2022

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

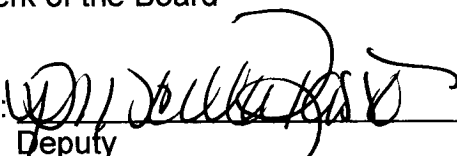
By: 
GREGORY P. HAYNES, Colonel, USAF
Commander, 452d Air Mobility Wing

Date: DEC 14 2021

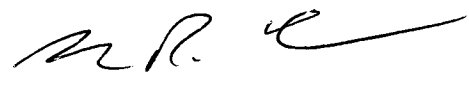
COUNTY OF RIVERSIDE

By: 
Chair, Board of Supervisors
KAREN SPIEGEL

ATTEST:
KECIA HARPER
Clerk of the Board

By: 
Deputy

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

By: 
MELISSA R. CUSHMAN
Deputy County Counsel

Date: 20 JAN 2022

RIVERSIDE COUNTY FIRE DEPARTMENT

By: 
BILL WEISER, Fire Chief