

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



ITEM: 3.43

(ID # 20717)

MEETING DATE:

Tuesday, January 10, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Mutual Aid Agreement Law Enforcement Between the Ironwood State Prison and/or Chuckawalla Valley State Prison Crisis Response Team and the Riverside County Sheriff's Department; District 4. [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Mutual Aid Agreement Law Enforcement Between the Ironwood State Prison and/or Chuckawalla Valley State Prison Crisis Response Team and the Riverside County Sheriff's Department and authorize the Chair of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION:Policy

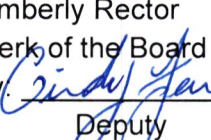
  
Edward Delgado, Assistant Sheriff 12/7/2022

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 Gutierrez  
Nays: None  
Absent: None  
Date: January 10, 2023  
xc: Sheriff

Kimberly Rector  
Clerk of the Board  
By:   
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: 22/23</b>	

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

**BR: 23-054**

**Prev. Agn. Ref.: N/A**

**BACKGROUND:**

**Summary**

The California Department of Corrections and Rehabilitation, Ironwood State Prison and Chuckawalla Valley State Prison and the Riverside County Sheriff's Department desire to enter into a Mutual Aid Agreement (MAA) adhering to the Standardized Emergency Management Systems (SEMS) as described by California Government Code 8607(a) regarding multi-agency emergencies in California.

The attached agreement allows for the sharing of resources and aiding and assisting one another in the event of a disaster or emergency; including security, rescue, relief, and communications.

County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

This is an agreement with between the Sheriff's Department and the California Department of Corrections and Rehabilitation. The objective is to share resources between the two agencies when responding to emergencies or disaster to protect lives, property and keep the peace.

**Attachments**

3 - Mutual Aid Agreement (MAA) Law Enforcement between Ironwood State Prison and/or Chuckawalla Valley State Prison Crisis Response Team and the Riverside County Sheriff's Department

  
Rebecca S Cortez, Principal Management Analyst

12/29/2022

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

12/7/2022





**THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
MUTUAL AID AGREEMENT (MAA) LAW ENFORCEMENT  
BETWEEN  
IRONWOOD STATE PRISON AND/OR CHUCKAWALLA VALLEY STATE PRISON  
CRISIS RESPONSE TEAM  
AND THE  
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT**

This Mutual Aid Agreement (MAA) is made and entered into this day July 1, 2022, by and between the California Department of Corrections and Rehabilitation (CDCR), Ironwood State Prison and/or Chuckawalla Valley State Prison and the Riverside County Sheriff's Department.

**I. Objectives**

The primary objective of this MAA is to agree to share resources between the California Department of Corrections and Rehabilitation, Ironwood State Prison, Chuckawalla Valley State Prison and the Riverside County Sheriff's Department. The initiation of these shared resources dates back to January 15, 2013.

This plan adheres to the Standardized Emergency Management System (SEMS) as described by California Government Code 8607(a), for managing response to multi-agency emergencies in California. This plan also adheres to the National Incident Management System (NIMS), as prescribed by Homeland Security Presidential Directive-5: Management of Domestic Incidents. Both SEMS and NIMS build on a management system known as the Incident Command System (ICS). The ICS provides an organizational structure capable of responding to various levels of emergencies ranging in complexity. It also provides the flexibility needed to respond to an incident as it escalates in severity.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a Major Law Enforcement Operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid on the largest geographical basis as possible;

Each of the parties hereto agree to voluntarily aid and assist each other in the event that a disaster / emergency should occur, by the interchange of services and facilities, including but not limited to security, rescue, relief, and communications in order to respond to problems that arise from the disaster.

It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local basis.

## **A. DEFINITIONS**

The following terms shall have the following meanings, unless the contents indicate otherwise:

- a. **Assisting Agency** - Any or all other police agencies contacted for mutual aid by the Requesting Agency.
- b. **Requesting Agency** - The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.
- c. **Responding Agency** - The California Department of Corrections and Rehabilitation, Crisis Response Team located at Ironwood State Prison and Chuckawalla State Prison.
- d. **Mutual Aid** - Voluntary aid and assistance includes, but is not limited to, the provision of personnel, equipment, communication, transportation, security, relief, services and facilities of the parties. Mutual Aid is intended to provide adequate resources, facilities, and other support to the Requesting Agency whenever its own resources prove to be inadequate to cope with a given situation.
- e. **Incident Commander** - The person responsible for the overall management of the incident and retains all vested authority in the incident.

## **II. Response Plan**

### **A. Response Area Specifics**

The response area covered under the general guidelines of this MAA is not to exceed the boundaries within the Operational Area.

In the event resources are needed outside the local operational area, notification must be made to the responding party's Emergency Operations Coordinator to determine availability of requested resources.

#### **1. Plans For Mobilization**

The Responding Agency should develop and maintain a current plan for mobilization of its manpower and other resources in order to effectively provide Mutual Aid to the other Requesting agencies. *(FEMA 508-6 Typed Resource Definition, Updated Annually)*

### **B. Guidelines Governing Response**

Upon request for Mutual Aid assistance, the responding law enforcement agency will send equipment, personnel, and other resources as available to the designated area within the Operational Area. The authority in charge of the assisting agency shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case.

The parties hereto agree not to call for assistance unless it is an emergency where the requesting law enforcement agency's existing resources have been significantly reduced by emergency responses.

### **C. Resource Availability**



In the event that resources are unavailable for response, notification shall be made to appropriate emergency operations centers and/or local agencies. Once resources are restored and available for response, notification shall be made to these same parties indicating resource availability.

#### **D. Types of Responses Covered**

Calls for public services, inspections, investigations, and responses that do not require immediate response by an emergency vehicle will not be part of this MAA.

The base premise of this MAA is that any specific resources requested for dispatch are available and in their assigned response area. If this is not the case at the time of the request, the resources dispatched by any agency will be the closest available resources.

##### **1. Request For Assistance**

In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the Requesting Agency. In the event that such resources are inadequate for the Requesting Agency to safely control the situation, or there is a need for a specialized unit, a request for Mutual Aid under this plan will be made directly to a Responding Agency. Such requests for assistance shall, if possible, specify the number of Tactical/Negotiator Members and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.

##### **2. Response to Request**

Upon receipt of a request as provided for in Paragraph 2 of this MAA, the Commanding Officer of the party receiving the request will immediately take the following action:

- A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available. (*Law Enforcement Mutual Aid Plan, Fifty Percent Guideline*)
- B. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- C. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.

#### **E. Protective Clothing**

It shall be the responsibility of the agency sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations (CCR), Title 8, Article 10.1, Section 3401-3410.

#### **F. Communications Capabilities**

It shall be the responsibility of the agency sending requested resources to ensure that responding personnel and equipment have communications capability.

Interoperability is defined as a narrowband frequency radio programmed as recommended by all parties in this MAA.

In the event that interoperable communications are not available, it is preferred that the responding agency provide an Agency Representative (equipped with responding agency radio communications) to the Incident Commander to facilitate required communications.

#### **G. Dispatch**

Any dispatch of equipment and personnel pursuant to this MAA is subject to the following condition: Any request for Mutual Aid shall be written or verbal and include a statement of the requested resources and the location of the response.

#### **H. Control of Resources**

Responding Mutual Aid units will come under the direction of the Incident Commander of the emergency through the responding agency coordinator.

Any use of force by responding agency personnel will be in accordance with the policies, procedures and training of that agency.

##### **1. Operational Command**

The Incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

#### **I. Release of Resources**

The Incident Commander will determine when to release the resources of the responding agencies. The responding agency, however, may be recalled by its warden or his/her designee, if in their opinion, a need exists for the responding party to render services within the agency's normal service area.

#### **J. Authorized Staff**

The parties to this MAA shall provide the names, addresses and phone numbers of staff who have the authority to commit manpower and/or equipment to any Major Law Enforcement Operation.

#### **K. Press Releases**

All agencies participating in this Mutual Aid MAA will make press releases only through the Requesting Agency.

### **III. Civil Rights**

The extension of benefits under the provisions of this MAA shall be without discrimination as to age, handicap, race, creed, sex, or national origin.

### **IV. Nondiscrimination**

The parties to this MAA shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI, Civil Rights Act of 1964 (42 U.S.C. 2000d – 2000d(6))
- b. Title IX, Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination on the basis of sex
- c. Section 504, Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disabilities and provides for 'reasonable accommodation' in hiring of persons with disabilities
- d. Older American Act of 1965, as amended (42 U.S.C. 3056 and 6101, et. seq. e. USDA 9 AR, Title VI Implementation Regulations

## **V. Amendments**

This MAA may only be amended by written mutual consent of the parties hereto.

## **VI. Termination**

This MAA shall remain in full effect until revised or updated by all parties. It may be terminated by any of the parties hereto upon thirty (30) days notice, in writing, to all parties.

## **VII. Compensation**

No party to this MAA will be required to pay any monetary compensation to any other party to this MAA for services rendered hereunder. The mutual advantage and protection afforded by this MAA are considered adequate compensation to all parties.

The party receiving aid will be responsible for providing supplies and material, such as gasoline, food, and water for on-site use of equipment and for personnel who are engaged in providing aid hereunder.

This MAA is intended to cover day-to-day Mutual Aid only, and shall not be in effect when the State of California, Master Mutual Aid Agreement becomes operative under a State of Emergency as declared by the Governor.

## **VIII. Indemnity**

Each party, in consideration of this MAA to provide emergency assistance, does waive any and all claims against the other party for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of performance under this MAA.

Each party shall defend, indemnify, and hold the other harmless for any losses, claims, awards, penalties, or injuries (including death) incurred by any third party, including reasonable attorneys' fees, arising out of or occurring with any action of the indemnifying party, its directors, officers, employees, or agents in performance of the duties of this MAA.

The parties hereto agree that each of the parties and its peace officers shall not be considered an employee or agent of the other law enforcement agency in performance of this MAA. In addition, it is mutually agreed each of the parties' peace officer personnel will not be used to replace or be used in lieu of the other parties' peace officer personnel.

It is recognized that the interests herein are mutual and the MAA is in the interests of the common good of the general public, CDCR, Riverside County Sheriff's Department, and the parties hereto, and for strictly government purposes.

### IX. Expiration

This MAA shall remain in full effect until further notice unless terminated by either party with thirty (30) days written notice to all parties.

### IXI. Agreement Signatures



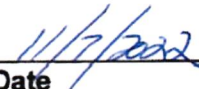
NEIL MCDOWELL  
Warden  
Ironwood State Prison




Date



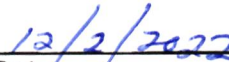
DAVID HOLBROOK  
Warden  
Chuckawalla Valley State Prison



Date



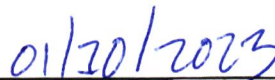
CHAD BIANCO  
Sheriff  
Riverside County



Date



KEVIN JEFFRIES  
Chair  
RIVERSIDE CO. BOARD OF SUPERVISORS



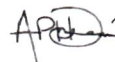
Date

ATTEST:

KIMBERLY A. RECTOR, Clerk

By   
DEPUTY

Approved as to Form - Riverside County Counsel



JAN 10 2023 3:43