

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



ITEM: 3.13
(ID # 21295)

MEETING DATE:
Tuesday, March 28, 2023

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Mutual Aid Agreement between the County of Riverside (Riverside County Fire Department) and the City of Corona for Hazardous Materials Responses for three (3) years. District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Mutual Aid Agreement between the County of Riverside (Riverside County Fire Department) and the City of Corona for Hazardous Materials Responses; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County

ACTION:

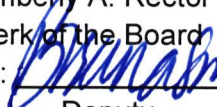
Geoff Pemberton

Geoff Pemberton, Chief Deputy County Fire 3/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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 Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: Fire

Kimberly A. Rector
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: 22/23–25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Fire Department desires to continue contracting for Mutual Aid Agreement for Hazardous Materials Responses with the City of Corona, and as such, the two agencies have reached an agreement as to the level of service to be provided. The term of this agreement is from the date of full execution and continues for three (3) years. It may be terminated by either party giving thirty (30) days' notice, in writing, to the other party.

Impact on Residents and Businesses

There are no changes in the Agreement from the previous signed Agreement in FY 95/96; therefore, there are no impacts on businesses or citizens due to the renewal of this agreement.

SUPPLEMENTAL:

Additional Fiscal Information

No payment is to be made between the parties as compensation for any services performed under the agreement unless the time commitment extends beyond six (6) hours. If either party commits over six (6) hours on an incident in the other's jurisdiction, then the request will revert to assistance-by-hire (ABH) from the time of initial dispatch. 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 will bill on behalf of the responding party for all its reimbursable costs and expenses incurred in responding to the incident.

Contract History and Price Reasonableness

The Riverside County Fire Department has been contracting with City of Corona since 1989. The previous Mutual Aid Agreement with the City of Corona was approved by the Board of Supervisors on October 10, 1995, Agenda Item 3.21.

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

Geoff Pemberton
Geoff Pemberton, Chief Deputy County Fire

2/24/2023

Melissa R. Cushman
Melissa Cushman

3/15/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

3/20/2023

MUTUAL AID AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE (RIVERSIDE COUNTY FIRE
DEPARTMENT) AND THE CITY OF CORONA
FOR HAZARDOUS MATERIALS RESPONSES

This agreement was made and entered into this March 28th, 2023, by and between the Riverside County Fire Department, hereinafter called "COUNTY" and the City of Corona, hereinafter called "CITY"; and sometimes together referred to as "PARTIES".

Whereas the COUNTY provides a trained, qualified, and equipped Hazardous Materials Response Team for responses within the COUNTY and contract jurisdictions; and

Whereas the CITY provides a trained, qualified, and equipped Hazardous Materials Response Team for responses within the County and contract jurisdictions; and

Whereas it is in the mutual interest of both the County and the City to offer assistance to each other when incident requirements exceed the operational capabilities of either agency; and

Whereas such mutual aid agreements are authorized by the California Government Code Section 55632;

Now, Therefore, in consideration of the mutual promises, covenants, and conditions herein set forth, the parties agree as follows:

1. The parties shall respond to each other's requests for assistance with hazardous materials incidents by dispatching available staffing and resources, provided that such response does not interfere with either party's responsibility to respond to emergencies of any type and hazardous materials within their respective jurisdictions.
2. The Fire Chiefs of the County and City, or their designees, shall meet annually to implement and revise operational procedures under this agreement.
3. County and City shall each maintain Worker's Compensation Insurance or be self-insured for its employees and firefighters without cost to the other party. Each party shall pay its personnel without charge to the other party.
4. Each party shall provide insurance, or be self-insured, for its apparatus and equipment.
5. Parties shall be responsible for their respective costs incurred from the operation, maintenance, and repair of the equipment used under this agreement.

6. County and City Fire Chiefs shall have joint authority and responsibility for administering this agreement, which authority they may delegate to employees within their respective department.
7. No payment shall be made between the parties as compensation for any services performed under this agreement. If either party is committed over six (6) hours on an incident in the others jurisdiction, then the request shall revert to assistance-by-hire (ABH) from the time of initial dispatch.
8. Neither party will knowingly perform any act of a nature that would reflect to the discredit or which is contrary to the established policy of the other.
9. Parties agree to hold each other, their elected officials, employees, contractor, and agents mutually harmless from any claims, demands, and liability, including attorney's fees, arising from each party's performance of this agreement, except to the extent that the negligence of the other party causes such liability.
10. This agreement sets forth the agreement between the Parties for the subject matter hereof. All prior negotiations and dealings about the subject matter hereof shall be merged herein.
11. This agreement shall not be modified except by written consent of both Parties. No waiver of any provision of this agreement shall be binding upon either party except by written consent of the other party.
12. Neither party shall assign this agreement or any duties or obligations under this agreement without the prior written consent of the other party.
13. This agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
14. Parties, as a result, expressly waive all claims against each other for compensation for any loss, damage, personal injury, or death due to performing under this agreement.
15. In the event any legal action is commenced to enforce or interpret the terms of this agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to its reasonable attorney's fees.
16. This agreement may be executed in counterparts, each of which shall constitute an original and shall be deemed the same agreement.

17. 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. The Parties 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). 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 CUETA as amended from time to time. 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.
18. This agreement shall be effective as of the day and year hereinabove first written and shall continue for three (3) years. It may be terminated by either party giving thirty (30) days' notice, in writing, to the other party. Notice shall be provided and addressed to:

COUNTY

County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY

City Fire Chief
735 Public Safety Way, Suite 201
Corona, CA 92882

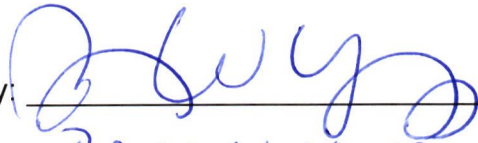
Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person all constitute service hereinunder, effective when such service is made.

[Signature provision on following page]

In witness of which, 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 CORONA

Dated: 02/14/2023

By: 
BRIAN W. YOUNG
FIRE CHIEF

COUNTY OF RIVERSIDE, a political
subdivision of the State of California


Dated: 3/28/23

By: 
Chair, Board of Supervisors
KEVIN JEFFRIES

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: 

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: 
MELISSA R. CUSHMAN,
Deputy County Counsel