

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



ITEM: 3.44
(ID # 22228)

MEETING DATE:
Tuesday, June 27, 2023

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Automatic Aid Agreement and Emergency Services between the County of Riverside (Riverside County Fire Department) and the City of Palm Springs until Terminated by Either Party by Giving 90 days Notice. District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Automatic Aid Agreement between the County of Riverside (Riverside County Fire Department) and the City of Palm Springs; and
2. Authorize the Chair of the Board to execute this Automatic Aid Agreement on behalf of the County; and
3. Authorize the Fire Chief to negotiate and execute any amendments to the Annual Operating Plan as approved-as-to-form by County Counsel.

ACTION:


Bill Weiser, Fire Department Chief 6/8/2023

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: June 27, 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	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Fire Department desires to contract for Automatic Aid Agreement with the City of Palm Springs, and as such, the two agencies have reached an agreement as to the level of service to be provided. The parties both understand that in some circumstances, the County of Riverside Fire Department will respond to fire and emergency medical/rescue incidents within the jurisdictional boundaries of the City of Palm Springs Fire Department, and that in some circumstances the City of Palm Springs Fire Department will respond to fire and emergency medical/rescue incidents within the jurisdictional boundaries of the County of Riverside Fire Department. The agreement can be terminated by either party, at its sole discretion for any or no reason, by giving ninety (90) days written notice to the other party. We currently have Mutual and Automatic Aid Agreements with several entities throughout the Riverside County and neighboring Counties.

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

Impact on Residents and Businesses

The County of Riverside and the City of Palm Springs 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 firefighting for the residents and visitors of both areas. The Automatic Aid Agreement will also create a greater and better relationship between both parties. There are no impacts on businesses or residents due to this agreement.

SUPPLEMENTAL:

Additional Fiscal Information

No payment of any kind shall be made between the parties as compensation for services performed pursuant to this agreement for initial attack incidents. Services performed for no compensation are limited to staffed fire apparatus, rescue squads aerial fire apparatus and overhead (chief officer) personnel and associated equipment.

Contract History and Price Reasonableness

The Riverside County Fire Department has no previous Automatic Aid Agreement with the City of Palm Springs.

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

Melissa R. Cushman
Melissa Cushman

6/14/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

6/16/2023

AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered into this 23 day March, 2023, by and between the

COUNTY OF RIVERSIDE AND CITY OF PALM SPRINGS

RECITALS

Both the County of Riverside ("County") and the City of Palm Springs ("Palm Springs") maintain, as part of their municipal service, an organized and equipped Fire Department, charged with the duty of fire protection and rescue services within their respective jurisdiction, and they have agreed it would be to the benefit of each party that the fire protection and rescue services of each party be, in some circumstances, extended outside of the jurisdictional boundaries of each party, and

The parties both desire that in some circumstances City of Palm Springs will respond to fire and emergency medical/rescue incidents outside of the jurisdictional boundaries of the City of Palm Springs, 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 Palm Springs.

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO 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 Palm Springs and the Riverside County Fire Department. These services shall be detailed in an Operating Plan, which the Fire Chiefs shall develop and annually review and potentially amend from time to time in line with this agreement. 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 in line with this agreement.

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.

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Each of the parties shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, and 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 shall 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 services performed pursuant to this agreement for initial attack incidents. 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.

It is mutually understood and agreed that this agreement does not relieve either party hereto from the necessity and obligation of using its own resources for furnishing emergency response services within any part of its own jurisdiction, and that the responding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If the responding party cannot respond under this agreement, it must immediately notify the requesting party.

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.

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. In addition, pursuant to Government Code sections 895.4 and 895.6, if either party is held liable upon any judgement for damages caused by a negligent or wrongful act or omission occurring in the performance for this agreement and pays in excess of its pro rata share in satisfaction of such judgement, such party is entitled to contribution from the other party of this agreement. The pro rata share of each party for purpose of this section shall be determined according to the comparative fault of the respective party(ies), as between them. This defense, indemnification, and hold harmless provision shall survive the termination of this agreement.

None of the provisions of this agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this agreement. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

This agreement shall not be construed as, or deemed to be, 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.

A waiver of breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this agreement.

Nothing in this agreement shall limit the Parties from participating in other existing agreements with other fire jurisdictions.

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 Palm Springs at 1 Town Square Palm Springs, CA 92562 or the Riverside County Fire Department at 210 West San Jacinto Avenue, Perris, CA 92570.

This agreement constitutes the entire and full understanding between the parties, and neither party shall be bound by any representation, statement, promise, or agreement not expressly set forth herein. This agreement may only be amended by written instrument signed by both parties.

If any term, portion or provision of this agreement is determined to be unlawful, it shall not affect that remaining terms, portions or provision, which shall remain in full force and 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.

This agreement shall be construed in accordance with and governed by the laws of the State of California. The venue for any action or claim brought by any party to this agreement will be the Superior Court of Riverside County. At all times during the term of this agreement, the parties shall comply with all applicable laws, ordinances, rules and regulations of the United States of America and the State of California, including all agencies and subdivisions thereof.

All notices, reports, or demands required to be given in writing under this agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

COUNTY OF RIVERSIDE:

Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF PALM SPRINGS:

City Manager
3200 E. Tahquitz Canyon Way,
Palm Springs, CA 92262

Either party may, upon written notice, change such address/contact information.

[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.

CITY OF PALM SPRINGS

Dated: 4/20/23

By: 
Scott C. Stiles, City Manager

APPROVED AS TO FORM

APPROVED BY CITY COUNCIL
3/23/23 Item I.F A9410


CITY ATTORNEY

ATTEST:

City Clerk

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

By: 
Chair, Board of Supervisors
KEVIN JEFFRIES

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

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

Dated: 
Deputy

By: 
MELISSA R. CUSHMAN
Deputy County Counsel

NOTED AS TO FORM

YES TODAY

5.11.11

2.11.11

EXHIBIT "A"
AUTOMATIC AID AGREEMENT BETWEEN
CITY OF PALM SPRINGS FIRE DEPARTMENT
AND THE
RIVERSIDE COUNTY FIRE DEPARTMENT
"OPERATING PLAN"

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated to which it is attached the Riverside County Fire Department and the City of Palm Springs Fire Department. The following Operating Plan outlines the Dispatching and Emergency Incident Response elements to implement this agreement.

This plan can be modified at any time with mutual written agreement by the Fire Chiefs for the Riverside County Fire Department and the City of Palm Springs Fire Department.

"EMERGENCY INCIDENT RESPONSE"

1. Both agencies may provide to each other, upon request: any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This shall include Chief Officer Coverage as well as apparatus and equipment for station coverage upon request.
2. The services to be rendered pursuant to this agreement shall consist of providing First Alarm Fire Response and Emergency Medical/Rescue Services, and each agency agrees to also provide, where possible, all of its own additional apparatus and equipment necessary in the event of a second or third alarm involvement within its own geographical boundaries.

"DISPATCH PROCEDURE"

1. Parties agree to respond with resources as suggested by Computer Aided Dispatch (CAD), dependent on availability (Automatic response upon notification).
 - Medical Aid - One Engine Company, Squad, or Truck Company for medical aids (automatic response upon notification).
 - Fires / Rescues / Other – Up to two apparatus and a Battalion Chief will be provided by the sending agency to assist the requesting agency.

- For all fire and/or rescue calls, each agency will receive the closest unit regardless of agency of origin, as well as the closest available and appropriate unit from the agency having authority to complete necessary reporting.
2. Communication channels will be directed by the Dispatch center of the authority having jurisdiction.
 3. Upon receipt of an alarm involving these areas, the department receiving the alarm will immediately notify the cooperating department.
 4. Specific deviations from the response agreement due to geographical considerations are listed below. See attached Map "Exhibit B."

Overture/Windy Point Area

- Palm Springs will respond to all medical emergencies (regardless of determinate code).
- Palm Springs will respond 1 Battalion Chief, 2 Engines for Structure Fires. Riverside County will fill the balance of the first alarm assignment including a Chief Officer for structure fires.
- Additional alarm assignments will be filled by County Fire.
- County fire will respond a single unit for fire reporting for any fire type.

South Palm Canyon Area

- Palm Springs will respond to all medical emergencies (regardless of determinate code).
- Palm Springs will provide full first Alarm assignment for structure fires.
- County Fire will respond one Engine for fire reporting of any fire type.
- Additional alarm assignments will be filled by County Fire.

Palm Springs Tramway

- Palm Springs will respond to all medical emergencies and remote area rescues within ½ mile of the upper tramway station.
- Once on scene Palm Springs resources will determine need for any additional or specialized resources and place request to County Fire

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- Palm Springs and County Fire will respond one engine, squad, or truck each. Responding units will coordinate to ensure one responds westbound and one eastbound .

EB Whitewater Rest Stop

- 1 County Fire Engine on request from Palm Springs Fire

Reviewed by:

Riverside County Fire Department
SIGNED IN COUNTERPART

Bill Weiser, Fire Chief

City of Palm Springs Fire Department
SIGNED IN COUNTERPART

Jason Loya, Acting Fire Chief

SIGNED IN COUNTY PART

SIGNED IN COUNTY PART

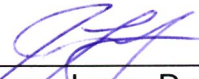
Reviewed by:

Riverside County Fire Department



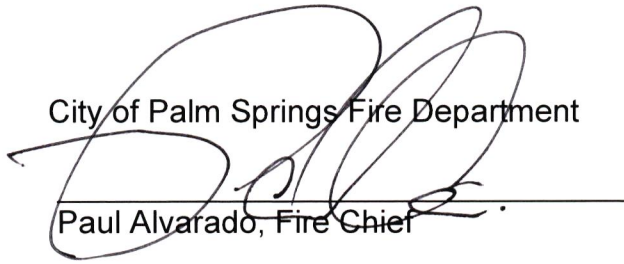
Bill Weiser, Fire Chief

City of Palm Springs Fire Department



Jason Loya, Deputy Fire Chief

City of Palm Springs Fire Department



Paul Alvarado, Fire Chief