

AUTOMATIC AID AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND THE CITY OF REDLANDS

This automatic aid agreement (“Agreement”) is made and entered into this ____ day of _____, 2010, (Effective Date”) by and between the City of Redlands (hereinafter “City”) and the County of Riverside (hereinafter “County”). City and County are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

Both the County of Riverside, a political subdivision of the State of California, on behalf of its Fire Department (hereinafter called “RCFD”), and the City of Redlands, a political subdivision of the State of California on behalf of its Fire Department (hereinafter called “RFD”), maintain as part of their respective public services, an organized and equipped fire department, charged with the duty of fire protection and rescue within their respective jurisdictions, and County and City have agreed it would be to the benefit to each Party that the services of each be, in some circumstances, extended outside of their jurisdictional boundaries.

County and City desire that in some circumstances the RFD will respond to fire and emergency medical/rescue incidents outside of the boundaries of the City of Redlands and within the boundaries of County, and that in some circumstances the RCFD will respond to fire and emergency medical/rescue incidents outside of the boundaries of the County and within the boundaries of the City of Redlands.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

Section 1. The specific details associated with the provision of the Services shall be determined by the respective Fire Chiefs of the RFD and the RCFD. The services are set forth in the operating plan developed by the Fire Chiefs which is attached to this agreement as Exhibit “A,” and incorporated herein by this reference. The Operating Plan shall be reviewed annually by the Fire Chiefs and may be amended from time to time by the Fire Chiefs of RFD and RCFD, with their mutual consent. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the “nearest unit auto-aid” concept which forms the basis for this Agreement.

Section 2. In accordance with Government Code Section 55632 (California Disaster and Civil Defense Master Mutual Aid Agreement), the Parties agree to respond to emergency alarms outside of their geographical jurisdictions, and into the geographical jurisdiction of the other in accordance with the terms and this Agreement. The Automatic aid boundaries, for purposes of this Agreement, are identified in Exhibit “B,” attached hereto and incorporated herein by this reference.

Section 3. Each Party shall maintain Worker's Compensation Insurance covering its own employees without cost to the other Party, and each Party shall pay its own personnel without cost to the other Party.

Section 4. Each Party 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 such equipment is used outside of its geographical boundaries.

Section 5. Each Party shall be responsible to provide the law enforcement and traffic control personnel within its own geographical boundaries.

Section 6. The Fire Chiefs of each of the Parties shall have joint authority and responsibility for the administration of this Agreement, which they may delegate to their employees of their respective Fire Departments.

Section 7. The Party 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.

Section 8. No payments 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, water tenders, and overhead (chief officer) personnel and use of associated equipment.

Section 9. Each Party may, upon its own initiative, enter upon land which is within the boundaries of the other Party to engage in fire suppression work without prior authorization; provided, however, such Party's 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 Party.

Section 10. 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 Parties shall send forces promptly to start appropriate action on borderline incidents.

Section 11. Each of the Parties shall be fully responsible for the preservation of evidence.

Section 12. Each Party shall defend, indemnify, and hold harmless the other Party and its 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 negligent act or omission of such indemnifying Party hereunder, or its agents, servants, employees, done or performed pursuant to the terms and conditions of this Agreement.

Section 13. This Agreement shall commence on its Effective Date and continue until terminated by either Party by giving ninety (90) days prior written notice to the other Party. Written notice shall be given as follows:

COUNTY: Riverside County Fire Department
210 W. San Jacinto Ave.
Perris, CA 92570.

CITY: Fire Department
City of Redlands
35 Cajon Street, Suite 12
Redlands, CA 92373

IN WITNESS WHEREOF, the duly authorized officials of the Parties have, in their respective capacities, set their hands as of the date first hereinabove written.

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors for
RIVERSIDE COUNTY

ATTEST:
FORM: Clerk of the Board

APPROVED AS TO

By: _____
_____ Deputy

By:

(SEAL)

CITY OF REDLANDS

By: _____
Pat Gilbreath, Mayor

ATTEST:

By: _____
Sam Irwin, City Clerk

(SEAL)