

CC-3/21/06



Four copies given to Drabinski for County Approval

3/22/06

DISTRICT
FAS

STANDARD CONTRACT

This agreement never approved by county see (5/17/06 C.Cmtg)

FOR COUNTY USE ONLY

E	X	New	Vendor Code		SC	Dept.	A	Contract Number	
M		Change							
X		Cancel							
District			San Bernardino County			Dept.		Orgn.	
Consolidated Fire District & County Service Area 38								Contractor's License No.	
District Contract Representative			Ph. Ext.					Amount of Contract	
Dan Wurl			(909) 829-4441					\$ -0-	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
Commodity Code			Estimated Payment Total by Fiscal Year						
			I/D	FY	Amount	I/D	FY	Amount	
Project Name									
Automatic Aid Agreement between the City of									
Redlands & San Bernardino									
County Service Area 38									

THIS CONTRACT is entered into in the State of California by and between County Service Area 38 and County Service Area 70 hereinafter called the District, and

Name
City of Redlands

hereinafter called City

Address

35 Cajon Street
Redlands, CA 92373

Phone 909.798.7600

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES - - AUTOMATIC AID

WHEREAS, the parties to this Agreement provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interests of the citizens of the District and the City to provide the most expeditious response to suppress fires and render other emergency service; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue and emergency medical services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable State and Federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake automatic aid under the terms, provisions, and conditions hereinafter provided.

1. The District agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the City and District to those areas within the City's jurisdiction, and those areas designated as LAFCO 2989, 2990, 3028 and 3030 which are presently within District's jurisdiction but which are being processed for annexation to the City's jurisdiction, as identified in Exhibit "A," attached hereto and incorporated herein by this reference.
2. In return for the services to be provided by the District, the City agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the City and District, to those areas within District's jurisdiction, as identified in Exhibit "A," attached hereto and incorporated herein by this reference.
3. Upon receipt by the City of an alarm within its jurisdictional area, the City, as the jurisdictional department, will dispatch the nearest and appropriate designated fire or rescue response to that alarm and notify the District's fire dispatcher, who will, in turn, dispatch the agreed-upon response.
4. Upon receipt by the District of an alarm within its jurisdictional area, the District, as the jurisdictional department, will dispatch the nearest and appropriate designated fire or rescue response to that alarm and notify the City's fire dispatcher, who will, in turn, dispatch the agreed-upon response.
5. The City and District intend that this Agreement will provide mutual benefits to both parties and herein authorize the Fire Chiefs of the City and District to revise any designated areas or types of response periodically as may be dictated by changing conditions and mutual benefits to the parties. It is agreed that substantial reductions of fire protection and/or emergency medical forces by parties hereto shall be cause for reconsideration or amendment of this Agreement.
6. Details as to amounts and types of assistance to be dispatched, areas to be assisted, methods of dispatching and communications, training programs and procedures, methods of requesting aid, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the City and District. Such details shall be recorded in an Operating Plan and signed by the Chiefs of the City and District.

7. In those instances where an assisting department arrives before the jurisdictional department, the assisting department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the assisting department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The assisting department personnel will be under the direction of the officer-in-charge of the jurisdictional department. It is further agreed that the assisting department will be released from the scene as soon as is practical by the jurisdictional department.
8. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting department'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 an assisting department cannot respond under this Agreement, it must immediately notify the jurisdictional communication center.
9. When service is rendered, the City shall have the option to recover cost by participating in District's Cost Recovery Program. In turn, District shall have the option to recover cost by participating in the City's Cost Recovery Program. Assisting agency shall submit the designated forms to responsible agency. Responsible agency shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to assisting agency, minus the actual cost for processing the claim.
10. **Indemnification** -- The City is legally self-insured and agrees to indemnify, defend and hold harmless the District, and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from the City's acts or omissions in connection with this Agreement and for any costs or expenses incurred by District on account of any claim therefore, except where such indemnification is prohibited by law.

District is legally self-insured public entity and agrees to indemnify, defend and hold harmless the City and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from District's acts or omissions in connection with this Agreement and for any costs

or expenses incurred by the City on account of any claim therefore, except where such indemnification is prohibited by law.

11. This Agreement shall remain in effect until terminated by either party. It may be terminated by written notification to the other party at least sixty (60) days prior to the date of termination.
12. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

DISTRICT

Chairman, Board of Supervisors as governing body of District

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

Approved as to Legal Form

County Counsel

Date _____

Reviewed as to Contract Compliance

Date _____

CITY:

(State if corporation, company, etc.)

By

Jon Harrison
(Authorized Signature)

Dated March 21, 2006

Title Mayor

Attest:

Lorrie Poyzer
Lorrie Poyzer, City Clerk

Reviewed for Processing

Agency Administrator/CAO

Date _____