

AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered this 15th day of September 2020, by and between the

**CITY OF LOMA LINDA FIRE DEPARTMENT
(HERIN REFERRED TO AS "LOMA LINDA")**

AND

**CITY OF REDLANDS FIRE DEPARTMENT
(HERIN REFERRED TO AS "REDLANDS")**

RECITALS

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

WHEREAS, the parties of this Agreement maintain, as part of their municipal service, an organized and equipped Fire Department, charged with the duty of fire protection and rescue within their respective jurisdiction; and

WHEREAS, it is in the best interest of the citizens of REDLANDS and LOMA LINDA 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 promises, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

- A. Pursuant to the authority granted by Section 55632 of the California Government Code (California Disaster and Civil Defense Master Mutual Aid Agreement), REDLANDS and LOMA LINDA 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.
- B. The specific details of the services to be provided under this agreement shall be determined by REDLANDS and LOMA LINDA Fire Chiefs. These services shall be detailed in an Operating Plan (Attachment "A"). Said Attachment "A" is hereby made part of this Agreement by this reference. The REDLANDS and LOMA LINDA Fire Chiefs shall review Attachment "A" annually and, as necessary, make amendments in writing. Any amendments shall become part of this Agreement. It is understood that all Operating Plans dealing with emergency response shall adhere as closely as practical to the "closest unit" concept which forms the basis for this Agreement.
- C. Each party shall maintain Workers' 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. Each party agrees to waive its right of recovery against the other and shall require a similar waiver from its workers compensation insurer.

- D. Each of the parties shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, replacement and repair of casualty damage of its own apparatus and equipment used pursuant to this Agreement while said equipment is used outside of its geographical boundaries.
- E. Each party will be responsible to provide law enforcement and traffic control personnel within its own geographical boundaries.
- F. 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.
- G. 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.
- H. No payment 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, aerial fire apparatus, and overhead (chief officer) personnel and associated equipment.
- I. Each agency may, upon its own initiative, go upon land which is within the boundaries of the other agency to engage in fire suppression and/or rescue, or to provide emergency medical services without prior authorization; provided however, 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.
- J. 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 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.
- K. 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 agent's servants or employees, done or performed pursuant to the terms and conditions of this Agreement.
- L. 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' written notice to the designated person below. Notice 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 business day if sent by express mail or overnight air courier.

Redlands Fire Department
ATTN: Fire Chief
35 Cajon Street Suite #12
Redlands, CA 92373

LOMA LINDA Fire Department
ATTN: Fire Chief
25541 Barton Road
Loma Linda, CA 92354

AUTOMATIC AID AGREEMENT
CITY OF LOMA LINDA FIRE DEPARTMENT AND
CITY OF REDLANDS FIRE DEPARTMENT

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.

Approval

IN WITNESS WHEREOF, the PARTIES have executed this Automatic Aid Agreement between City of LOMA LINDA Fire Department and City of Redlands Fire Department as of the date written below:

LOMA LINDA:


(Authorized Signature - blue ink only)
Phill Dupper, Mayor, City of Loma Linda

9/23/2020
Date

REDLANDS:


(Authorized Signature - blue ink only)
Paul W. Foster, Mayor, City of Redlands

11/10/20
Date

ATTEST:


Authorized signature

Natal Alvizar
Print Name

Assistant Secretary
Title

ATTEST:

Authorized signature


Jeanne Donaldson, City Clerk

ATTACHMENT "A"
OPERATING PLAN
between the
CITY OF LOMA LINDA FIRE DEPARTMENT and the
CITY OF REDLANDS FIRE DEPARTMENT

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated September 15th, 2020, between the City of LOMA LINDA Fire Department (herein referred to as "LOMA LINDA") and the City of Redlands Fire Department (herein referred to as "REDLANDS"). LOMA LINDA and REDLANDS are referred to individually herein as the "Party" or the "Agency" and are collectively referred to herein as the "Parties." The following Operating Plan outlines the dispatching, emergency incident response, and command and control elements to implement the Automatic Aid Agreement.

This Operating Plan can be modified at any time with mutual written agreement by the Fire Chiefs for LOMA LINDA and REDLANDS.

RECITALS:

1. LOMA LINDA is a local government agency governed by the City Council and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue, and related emergency services.
2. REDLANDS is a California Government Code General Law City and provides fire and rescue services within the city limits of the City of Redlands.
3. REDLANDS and LOMA LINDA are dispatched by the San Bernardino Communications Center (Comm Center) located in Rialto, California. The Comm Center serves as the dispatch center for the San Bernardino County Fire and Rescue Operational Area coordinating all mutual aid activity within San Bernardino County.
4. The responding Automatic Aid engine companies will be the closest available to LOMA LINDA and REDLANDS. The agency responding to a request of the other agency may decline an automatic aid request.
5. Response as part of this Agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid (MMA), unless criteria are met for reimbursement via another source.
6. Both Parties will adhere to Emergency Medical Services (EMS) policies, procedures, and protocols as required by the San Bernardino EMS Agency and the California EMS Authority. Most regulations will appear in Health and Safety Code Section 1797 et al.
7. As an extension of this Operation Plan, both Parties will jointly train and ensure the highest levels of competence as part of this agreement.

EMERGENCY INCIDENT RESPONSE:

1. Each of the Parties will respond with the appropriate apparatus and equipment, dependent on availability of resources and as dispatched by their dispatch center.
2. The services to be rendered pursuant to this Agreement shall consist of providing first alarm fire response, rescue, or EMS. Each Agency agrees to provide, when and where possible, all its own additional apparatus and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries or to request mutual aid from the operating area.
3. Both Parties may provide to each other, upon request, any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This will only apply to resources considered Master Mutual Aid. Resources other than Master Mutual Aid may be considered assistance by hire (ABH), unless covered by another cost reimbursement agreement (CFAA, CFMA, etc.). This may include chief or fire officer response as well as approved apparatus and equipment.
4. The Incident Command System (ICS) will be the only system used for the command of emergencies. The Agency Having Jurisdiction (AHJ) always has the command responsibility and the final authority as to strategy and tactics at the incident. Regardless of jurisdiction, the first arriving unit shall initiate command and seek control of the incident. The AHJ resource will assume command from the other agency upon arrival. When responding into the other Agency's jurisdiction, the responding unit becomes a resource of the receiving unit and, as such, is under the control of that Agency until released. Under Master Mutual Aid, an Agency can recall assigned resources at any time. Serious consideration shall be extended to the receiving agency if resources(s) are recalled during a working emergency.
5. Automatic Aid shall apply only to emergency incidents and shall not apply to non-emergency situations such as water removals, standbys, public assistance, etc.
6. Command support and tactical radio frequencies will be determined and assigned by jurisdictional dispatch center based upon established communication plans. LOMA LINDA and REDLANDS may share radio frequencies for training, emergency incidents and joint resource operations.
7. The responsibility for requesting paramedic ambulances, law enforcement, or CHP will be made through the Incident Commander (IC) to the jurisdictional dispatch center.
8. Fire station coverage under this Agreement will be the responsibility of each Agency unless otherwise requested via the Mutual Aid System.
9. Logistical support of emergencies will be the responsible of the AHJ.

DISPATCH PROCEDURES

1. The Parties agree to respond resources as suggested by Computer Aided Dispatch (CAD), dependent on availability. The Parties agree to the following provisions:

REDLANDS will provide:

Structure Fire - One Engine or Aerial up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Vegetation Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Rescue - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Emergency Medical Service call - One Engine Company up to the third resource as suggested in the CAD line-up (automatic response upon notification).

LOMA LINDA will provide:

Structure Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Vegetation Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Rescue - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Emergency medical service call - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

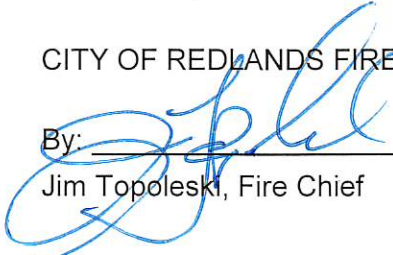
Reviewed and Approved by:

CITY OF LOMA LINDA FIRE DEPARTMENT

By: 
Dan Harker, Fire Chief

9/24/20
Dated

CITY OF REDLANDS FIRE DEPARTMENT

By: 
Jim Topoleski, Fire Chief

11/4/2020
Dated