

AGREEMENT FOR AUTOMATIC EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES

THIS AGREEMENT is entered into in the State of California this 4th day of September, 2001, by and between the CITY OF HIGHLAND, California (hereinafter called "Highland") and CITY OF REDLANDS, California (hereinafter called "Redlands").

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

WHEREAS, it is in the best interest of the citizens of Highland and Redlands to provide the most expeditious response to suppress fires and render other emergency assistance; 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 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. Highland agrees to provide a designated fire or rescue response to any area within the City of Redlands, as it now exists or may be modified in the future.

2. Redlands agrees to provide a designated fire or rescue response to any area within the City of Highland, as it now exists or may be modified in the future.
3. Upon receipt of an alarm within its jurisdictional area, each City, as the jurisdictional department, will dispatch the nearest appropriate fire or rescue response to that alarm and notify the other City's dispatcher, who will dispatch the agreed-upon response as identified in the Operating Plan.
4. Highland and Redlands intend that this Agreement will provide mutual benefits to both parties and herein authorize their respective Fire Chief to revise any designated areas or types of response periodically as may be dictated by changing conditions and mutual benefits to the parties.
5. It is agreed that substantial reductions of forces by either party hereto shall be cause for reconsideration or amendment of this Agreement.
6. Details, including but not limited to, the amount and type of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, and methods of requesting aid, shall be developed by the Fire Chief's of Highland and Redlands. Such details shall be recorded in an Operating Plan, which shall be signed by the Fire Chief's of Highland and Redlands.
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. Upon its arrival at the scene, Incident Command will transition to the jurisdictional department. The assisting department personnel will be under the

direction of the officer-in-charge of the jurisdictional department. The assisting department will be released from the scene as soon as practical by the jurisdictional department.

8. This Agreement does not relieve either party from the necessity and obligation for using its own resources for furnishing services within its jurisdiction.
9. It is agreed that the assisting department's response will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If the assisting department cannot respond it shall immediately notify the requesting department.
10. No party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered. The assisting department shall have the option to participate in the jurisdictional department's cost recovery program. The assisting agency shall submit the designated forms to the jurisdictional department. If costs are recovered, they shall be returned to the assisting department, minus the actual cost for processing the claim.
11. Highland shall indemnify, defend and hold harmless Redlands, its elected officials, officers and employees from any and all claims losses or liability, including attorney fees, arising from injury or death to persons or damage to property occasioned by negligent acts, omission or failure of Highland, its elected officials, officers or employees in performing the task of providing fire or rescue response to any area within the City of Redlands pursuant to the terms and conditions of this agreement.

12. Redlands shall indemnify, defend and hold harmless Highland, its elected officials, officers and employees from any and all claims losses or liability, including attorney fees, arising from injury or death to persons or damage to property occasioned by negligent acts, omission or failure of Redlands, its elected officials, officers or employees in performing the task of providing fire or rescue response to any area within the City of Highland pursuant to the terms and conditions of this agreement.
13. This Agreement shall remain in effect until terminated by either party. It may be terminated by either City by written notification to the other party at least ten (10) calendar days prior to the date of termination.
14. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.
15. This agreement shall be governed by and construed in accordance with the laws of the State of California.
16. If any action is commenced, to enforce or interpret the terms of conditions of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs or expenses incurred in connection with the prosecution or defense of such action which may be set by the court in the same action or in a separate action brought for that purpose, and in addition to any other relief to which the prevailing party may be entitled under law.

CITY OF HIGHLAND

By: *John R. Starbuck*
John R. Starbuck, Mayor

Date: 8.14.01

CITY OF REDLANDS

By: *Pat Gilbreath*
Pat Gilbreath, Mayor

Date: September 4, 2001

ATTEST:

HIGHLAND CITY CLERK

By: *Betty Hutchins*

Date: 8.14.01

ATTEST:

REDLANDS CITY CLERK

By: *Lorrie Poyzer*
Lorrie Poyzer

Date: September 4, 2001

OPERATING PLAN

Between

City of Highland
And
City of Redlands

AGREEMENT FOR AUTOMATIC EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES

This Operating Plan is authorized by the Agreement for Automatic Exchange of Fire Protection and Rescue Services between the City of Highland and the City of Redlands, dated _____, 2001.

PURPOSE

The purpose of this Operating Plan is to outline the procedures for carrying out an automatic aid response between the parties. This Plan is a guide for day-to-day operations.

AMOUNT AND TYPE OF ASSISTANCE

This Operating Plan is for the automatic exchange of resources for initial response to incidents and move-up and cover assignments.

Equipment required in addition to the initial response or move-up and cover assignment will be requested and provided through normal mutual aid channels.

RESPONSE AREAS

Responses shall consist of the closest available units for each incident, up to the first alarm requirements of each agency.

TRAINING

Joint training exercises may be carried out periodically.

COMMUNICATIONS AND DISPATCH

Each agency's dispatch center shall be responsible for dispatching units in accordance with the Agreement, this Operating Plan and for the coordination of communications frequencies. In no event shall the requesting agency's dispatch center directly dispatch units from the assisting agency.

Once dispatched, assisting agency units shall communicate directly with the requesting agency's dispatch center and/or responding units as soon as they begin responding. The radio frequency shall be identified at the time of dispatch.

OPERATIONAL COMMAND

Once dispatched, the assisting agency's resources shall be under the command and control of the requesting agency, until released by the requesting agency.

All units at the scene of an incident shall be under the command of the jurisdictional agency's Incident Commander.

Every effort shall be made to release resources from the assisting agency as soon as the emergency is mitigated.

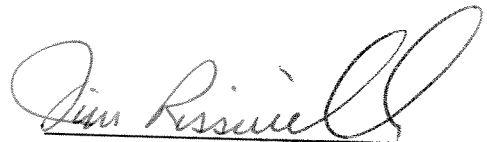
INCIDENT REPORTING

Each agency shall be responsible for incident reports within their own jurisdiction.



Mel Enslow
Redlands Fire Department

9/4/01
Date



Jim Rissmiller
Highland Fire Department

8/20/01
Date