

RESOLUTION NO. 3552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDLANDS AUTHORIZING EXECUTION OF A MUTUAL
ASSISTANCE AGREEMENT FOR FIRE PROTECTION

SECTION ONE: THE CITY COUNCIL OF THE CITY OF REDLANDS
DOES RESOLVE that the Mayor is hereby authorized to sign and
the City Clerk authorized to attest an agreement between
the City of Loma Linda and the City of Redlands for mutual
assistance fire protection services within the respective
cities.

SECTION TWO: That this resolution shall be in force
and take effect at midnight on February 1, 1979.

ADOPTED, SIGNED AND APPROVED this 19th day of December,
1978.


Mayor of the City of Redlands

ATTEST:


City Clerk

APPROVED FOR FORM:

s/ Edward F. Taylor
City Attorney

MUTUAL AID AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 1978 by and between the LOMA LINDA CITY FIRE DEPARTMENT (hereinafter referred to as LOMA LINDA CITY) and the REDLANDS CITY FIRE DEPARTMENT (hereinafter referred to as REDLANDS CITY).

WHEREAS, it is to the mutual advantage of the City of Redlands and the City of Loma Linda to have the help and aid of fire companies from each jurisdiction in the case of emergencies and that this close cooperation will result in more efficient fire protection for the citizens of both communities, the following Agreement is entered into.

1. That it is hereby set forth to be the policy of the City of Redlands, and the Chief of the Redlands Fire Department is hereby directed to respond pursuant to the running assignment system with appropriate equipment to help in emergencies occurring within the City of Loma Linda.

2. That it is hereby set forth to be the policy of the City of Loma Linda and the Chief of the Loma Linda Fire Department is hereby directed to respond pursuant to the running assignment system with appropriate equipment to help in emergencies occurring within the City of Redlands.

3. The City of Redlands and the City of Loma Linda agree to activate the Mutual Assistance Plan through their respective emergency dispatch centers.

4. No fee or charge shall be made for any service requested under this Agreement. Each department shall bear its own costs of operation and insurance on its men and equipment.

5. The response of equipment and personnel by one agency to assist the other shall be automatic upon notification of an emergency and shall be subject to its availability.

6. The senior officer of the agency having jurisdiction of the fire shall be in charge of all personnel and equipment at the scene. If no one from the agency having jurisdiction is at scene upon arrival of the agency providing assistance, the senior officer of the latter agency shall be in charge until the arrival of the agency having jurisdiction.

7. Mutual assistance personnel and equipment shall normally be the first to be released from the fire unless unusual conditions prevail.

8. If, while providing mutual assistance to the other, either REDLANDS CITY or LOMA LINDA CITY has the need to release or reassign its equipment and/or personnel, they shall do so only after notifying the officer in charge of the fire.

9. Neither party hereto shall be deemed to assume any responsibility of liability for the negligent or intentional acts of an officer or employee of the other party. In the event that either party pays, or is required to pay (by judgment, stipulated judgment, or otherwise) any tort claim arising out of the negligent or intentional act or failure to act of an officer or employee of the other party, then the party making payment shall be indemnified by the other party for the amount of such claim or judgment; provided that the party against whom any tort claim is filed shall give prompt notice to the other party, as well as the opportunity to pay, deny, or defend against the claim or suit, if it so desires.

10. This AGREEMENT shall remain in effect until terminated by either party by giving written notification to the other.

CITY OF REDLANDS

MAYOR

CITY CLERK

FIRE CHIEF, REDLANDS

CITY MANAGER

CITY OF LOMA LINDA

MAYOR

CITY CLERK

FIRE CHIEF, LOMA LINDA

CITY MANAGER