



Agenda Report

File #: 19-0650

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 07/17/2019

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of a Fire Cooperative Agreement, City of Corona and City of Riverside, (Automatic and Mutual Aid) with the City of Riverside Fire Department.

RECOMMENDED ACTION:

That the City Council:

1. Approve the Fire Cooperative Agreement for Automatic and Mutual Aid in Fire Emergency Services between City of Corona and City of Riverside
2. Authorize the City Manager, or his designee, to execute the Automatic and Mutual Aid Agreement between City of Corona and City of Riverside.

ANALYSIS:

The Corona Fire Department and the Riverside Fire Department have an existing Automatic Aid Agreement in place that covers emergency response activities along State Route 91 between McKinley Avenue in Corona and Magnolia Avenue in Riverside. This agreement has served us well for many years. Staff from both Departments have analyzed fire station locations and response time calculations and feel that the residents and businesses of both cities would be better served by the expansion of the agreement to include fire resource responses of the closest fire stations into fringe areas of both cities, regardless of jurisdiction. The Agreement also allows for a more timely response of additional mutual aid resources between both cities during times of emergency by pre-defining the use of said resources for faster approvals for the use of mutual aid.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Promote public safety: Protect our Residents and Businesses.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement, and there is no possibility that approving the recommended action will have a significant effect on the environment.

PREPARED BY: CHRIS COX, DEPUTY FIRE CHIEF

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Fire Cooperative Agreement, City of Corona and City of Riverside (Automatic and Mutual Aid).
2. Exhibit A - Operating Plan
3. Exhibit B - Map of Fire Emergency Response Area

**FIRE COOPERATIVE AGREEMENT
CITY OF CORONA AND CITY OF RIVERSIDE
(AUTOMATIC AND MUTUAL AID)**

1. PARTIES AND DATE.

This Cooperative Agreement (“Agreement”) is made and entered into this 17th day of July, 2019 (“Effective Date”) by and between the City of Corona (hereinafter called “Corona”) and the City of Riverside (hereinafter called “Riverside”). Corona and Riverside may be referred to individually as “Party” or collectively as the “Parties” in this Agreement.

2. RECITALS.

2.1 Fire Departments. Both Corona and Riverside maintain as part of their public and municipal service, organized and equipped Fire Departments charged with the duty of fire protection, rescue, emergency medical care and other emergency services within their respective jurisdictions.

2.2 Automatic and Mutual Aid. The purpose of this Agreement is to define the terms and conditions for the effective provision of automatic aid and mutual aid services in each Party’s jurisdictional service area.

2.3 Emergency Response Areas. Those areas where Riverside will provide automatic aid within the jurisdictional service areas of Corona are depicted in Exhibit “B” attached hereto and incorporated herein by reference (“Riverside Fire Emergency Response Area”). Those areas where Corona will provide automatic aid within the jurisdictional service areas of Riverside are also depicted in Exhibit “B” attached hereto and incorporated herein by reference (“Corona Fire Emergency Response Area”). The Riverside Fire Emergency Response Area and the Corona Fire Emergency Response Area are collectively referred to as the “Emergency Response Areas” in this Agreement.

2.4 Benefit of Agreement. The Parties believe that having an agreement in place for the provision of automatic aid and mutual aid to be a mutual benefit when the services of each Party’s Fire Department are, in some circumstances, extended outside of the jurisdictional limits of one Party and into the jurisdictional limits of the other Party. The Parties also believe that entering into this Agreement will enhance the level of service provided in each jurisdictional service area by further defining the terms and conditions for the effective provision of such services.

2.5 Authority. Both Riverside and Corona are authorized to enter into automatic aid and mutual aid agreements pursuant to California Government Code Section 55632.

3. TERMS.

3.1 Termination of 2006 Agreement. This Agreement shall supersede and terminate that previous agreement between the parties titled Cooperative Agreement for the Provision of Mutual Aid Fire Protection and Emergency Services dated August 10, 2006.

3.2 Emergency Responses. Corona and Riverside shall provide emergency services to the other Party as follows:

3.2.1 Automatic Aid - Freeway Responses. Corona and Riverside agree to automatically respond, for the purpose of a joint response, to incidents on SR91 in those areas depicted in Exhibit "B" attached hereto. That is, even though the areas are outside of their jurisdictional boundaries, Riverside will automatically respond to incidents in the Riverside Fire Emergency Response Area depicted in Exhibit "B" attached hereto and Corona will automatically respond to incidents in the Corona Fire Emergency Response Area depicted in Exhibit "B" attached hereto.

3.2.2 Automatic and Mutual Aid. When requested by the other Party, Corona and Riverside shall respond with appropriate staffing and equipment to provide assistance with fires and other emergencies of all types within the jurisdictional area of the requesting Party, as outlined in the Operating Plan attached hereto as Exhibit "A" and incorporated herein by reference.

3.3 Communications. Regardless of which Party is required by this Agreement to respond with assistance, each Party shall hold the primary responsibility for all emergency incidents within its jurisdictional service areas. Thus, the requesting Party shall direct all incident scene operations and support activities, and shall request any additional assistance when needed. Both Parties agree that they will be initially notified of a requested response from the other Party by their own dispatch center, but they will then switch to the assigned frequency of the dispatch center having primary responsibility for the emergency incident.

3.4 Limitations on Response. Each Party's obligation hereunder shall be expressly contingent upon its staffing and equipment availability, as well as existing fire conditions in the jurisdictional areas of Corona and Riverside, as determined by the responding Party in its sole and absolute discretion. Each Party's response within the jurisdictional limits of the other Party may not interfere with the responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. Each Party shall endeavor to notify the other Party in advance when it knows that its equipment or staffing will not be available to respond within the jurisdictional limits of the other Party.

3.5 Dispatch Services. Each Party will be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and staffing for all incidents for which it is responsible under this Agreement.

3.6 Operating Plan; Further Actions. The specific details of the services to be provided by Corona and Riverside within the Emergency Response Areas and the general operational policies and procedures which may be necessary to effectuate this Agreement shall be as determined by the Corona and Riverside Fire Chiefs, or their designees. These details shall be listed in an Operating Plan, which document shall be in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to the Operating Plan, and this Agreement shall be deemed to automatically include any duly amended version of the Operating Plan. Each Party agrees to work with each other in the performance of this Agreement and the Operating Plan, to be available to each other at all reasonable times, and to take all further actions necessary and reasonable to implement the full intent of this Agreement.

3.7 Insurance.

3.7.1 Workers' Compensation. Corona and Riverside shall each maintain Worker's Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of a responding Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional service areas of the other Party pursuant to this Agreement, the Parties understand, acknowledge and agree that the responding Party, rather than the requesting Party, shall be responsible and liable to process, defend, and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.11 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.7.2 Additional Insurance. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.8 Independent Contractor Status. Corona and Riverside shall pay all wages, salaries, and other amounts due to their personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.9 Compensation; Cost Recovery. No payment shall be made between the Parties as compensation for any services performed pursuant to this Agreement. Should either Party pursue cost recovery, as allowed by Health and Safety Code Section 13009 or other applicable law as amended from time to time, then that Party shall bill on behalf of the responding Party for all of its reimbursable costs and expenses incurred in responding to the incident. Upon receipt of funds due to the responding Party, the billing Party shall then pay any such funds directly to the responding Party. All fees, expenses, and other costs related to such reimbursement collection and enforcement shall be borne solely by the billing Party. Each Party shall also be reimbursed pursuant to any false alarm ordinance the other Party may have in place now or in the future.

3.10 Fire Investigations. Riverside shall be responsible for all fire investigations, including but not limited to, primary cause and origin, within Riverside's jurisdictional portion of the Emergency Response Area. Corona shall be responsible for all fire investigations, including, but not limited to, primary cause and origin, within Corona's jurisdictional portion of the Emergency Response Area.

3.11 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold the other Party and their elected officials, officers, employees, contractors, volunteers, and agencies mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries or liabilities, including wrongful death and attorney's fees, arising from their own performance of this Agreement, except to the extent that such liability is caused by the negligence, gross negligence or willful misconduct of the other Party.

3.12 Representatives. Corona and Riverside hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

3.13 Term. This Agreement shall be effective as of the Effective Date and shall continue until terminated by either Party by giving thirty (30) calendar days' notice, in writing, to the other Party.

3.14 Notices. Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed to, or in lieu of such personal service, when mailed, postage prepaid to the following addresses:

CORONA:

Brian Young, Fire Chief
Corona Fire Department
735 Public Safety Way, Suite 201
Corona, CA 92880

RIVERSIDE:

Michael Moore, Fire Chief
Riverside Fire Department
3401 University Avenue
Riverside, CA 92501

Either Party may change its address for the purpose of this Section by giving written notice of such change in the manner prescribed by this Section.

3.15 Third Party Rights. Corona and Riverside agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a Party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than Corona and Riverside.

3.16 Privileges and Immunities. All privileges and immunities of Corona and Riverside provided by state or federal law shall remain in full force and effect.

3.17 Attorneys Fees. If either Party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.18 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreement. This Agreement may only be modified by a written agreement signed by both parties.

3.19 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.20 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

3.21 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

3.22 Severability. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement, such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

[SIGNATURES ON FOLLOWING TWO PAGES]

**CORONA'S SIGNATURE PAGE FOR
FIRE COOPERATIVE AGREEMENT
CITY OF CORONA AND CITY OF RIVERSIDE
(AUTOMATIC AND MUTUAL AID)**

CITY OF CORONA

By: _____
Mitchell Lansdell
Acting City Manager

Attest:

By: _____
Sylvia Edwards
City Clerk

Approved as to Form:

By: _____
Dean Derleth
City Attorney

**RIVERSIDE’S SIGNATURE PAGE FOR
FIRE COOPERATIVE AGREEMENT
CITY OF CORONA AND CITY OF RIVERSIDE
(AUTOMATIC AND MUTUAL AID)**

CITY OF RIVERSIDE

By: _____
Al Zelinka
City Manager

Attest:

By: _____
Colleen Nichol
City Clerk

Approved as to Form:

By: _____
Elliot H. Min
Deputy City Attorney

**EXHIBIT “A”
OPERATING PLAN**

[SEE ATTACHED 4 PAGES]

"OPERATING PLAN"
FOR THE
FIRE COOPERATIVE AGREEMENT
CITY OF CORONA AND CITY OF RIVERSIDE
(AUTOMATIC AND MUTUAL AID)

This "OPERATING PLAN" is adopted pursuant to the Cooperative Agreement referenced below between the City of Corona ("Corona") and the City of Riverside ("Riverside"), by and through their Fire Departments. Corona and Riverside and may be referred to individually as "Party" or collectively as the "Parties" in this Agreement.

A. GENERAL PROVISIONS

1. Agreement. The terms and conditions of that Cooperative Agreement made and entered into as of the 17th day of July, 2019 by and between Corona and Riverside, as such agreement may be duly amended by the Fire Chiefs from time to time ("Cooperative Agreement"), is hereby incorporated by reference into this OPERATING PLAN. This OPERATING PLAN outlines the Dispatching and Emergency Incident Response elements to implement the Agreement.

2. Amendments. As provided for in Section 3.5 of the Cooperative Agreement, this OPERATING PLAN can be modified at any time with mutual written agreement by the Fire Chiefs for Corona and Riverside. The Cooperative Agreement shall also be deemed to automatically include any duly amended version of the Operating Plan.

3. Mutual Threat Zone. If Corona and Riverside are both parties to the same Mutual Threat Zone Operations Guideline ("MTZ"), this OPERATING PLAN shall be deemed to include such MTZ. This OPERATING PLAN shall also be deemed to automatically include any amended version of the MTZ which is duly approved by the parties thereto, including Corona and Riverside. Nothing in the Cooperative Agreement or in this OPERATING PLAN is intended to amend or supersede the MTZ. In the event of any conflict between the Cooperative Agreement or the OPERATING PLAN and the MTZ, the MTZ shall control.

B. DEFINITIONS

Unless the context otherwise expressly requires, as used in this OPERATING PLAN the following terms shall have the meaning provided:

Breathing Support: A Fire Department resource capable of refilling high-pressure breathing apparatus air cylinders.

Chief Officer: An officer capable of and responsible for commanding incident resources and overall scene management.

Engine: A Type 1, 3, or 6 Engine Company resource as identified in FIREScope ICS 420-1 as type, staffing, and equipment.

Specialty Apparatus: Any resource other than an Engine or Truck.

Truck: A Fire Department resource capable of providing a minimum elevated stream and rescue capability of not less than 50 feet.

Water Tender: A Fire Department Resource capable of carrying a large quantity of water as identified in FIREScope ICS 420-1 as type, staffing, and equipment.

C. EMERGENCY INCIDENT RESPONSE

1. Automatic Aid Response Obligation. Pursuant to Section 3.2.1 of the Cooperative Agreement, each of the Parties hereto will dispatch the appropriate apparatus and equipment to the geographical area noted in Exhibit "B" of the Cooperative Agreement, as applicable, subject to availability of resources as provided for in Section 3.4 of the Cooperative Agreement.

2. Mutual Aid Optional Special Service or Equipment. Pursuant to Section 3.2.2 of the Cooperative Agreement, each of the Parties may provide to the other Party, upon request, any special service or equipment needed to meet unusual emergency needs, subject to availability of resources as provided for in Section 3.4 of the Cooperative Agreement. This shall include Chief Officer response, as well as approved apparatus and equipment upon request.

3. Response Service and Equipment. The services to be rendered pursuant to this OPERATING PLAN shall consist of providing First Alarm Fire Response and Emergency Medical/Rescue Services, and each Agency agrees to also provide, where possible, all of its own additional apparatus and equipment necessary in the event of a second or third Alarm involvement within its own geographical boundaries.

4. Emergency Response Areas. The Response Map included in Exhibit "B" of the Cooperative Agreement shows an area shaded in green which designates the area within Corona's jurisdiction that Riverside will automatically respond to with appropriate apparatus upon notification. This area is referred to as the Riverside Fire Emergency Response Area in the Cooperative Agreement and this OPERATING PLAN. The Response Map included in Exhibit "B" of the Cooperative Agreement shows an area shaded in blue which designates the area within Riverside's jurisdiction that Corona will automatically respond to with appropriate apparatus upon notification. This area is referred to as the Corona Fire Emergency Response Area in the Cooperative Agreement and this OPERATING PLAN. The Riverside Fire Emergency Response Area and the Corona Fire Emergency Response Area are collectively referred to as the "Emergency Response Areas" in the Cooperative Agreement and this OPERATING PLAN.

5. Compensation, Specialty Apparatus. Services performed under this OPERATING PLAN shall be performed for no compensation on staffed fire apparatus, including Engines and Trucks. Unless reciprocal, this does not include identified Specialty Apparatus.

6. Compensation Rate; Specialty Apparatus. The Agency with jurisdiction over the area of the Emergency Response Areas receiving services shall, if requested, compensate the Agency providing the services for all specialized services and Specialty Apparatus. Such compensation shall be at the approved Assistance-By-Hire (ABH) rate.

7. Station Coverage. Station coverage is not included in this OPERATING PLAN, but may be requested separately. Station coverage will be subject to the approval of the responding Party's duty officer, as well as availability of resources at the time of the request. Station coverage, if approved, will be at no cost and for a limited time period, as determined by the responding Party's duty officer in his or her sole discretion. Any station coverage request must meet approval by both Agencies.

D. DISPATCH PROCEDURE

1. Corona Response. Dispatch into the Corona Fire Emergency Response Area pursuant to Section 3.2.1 and Exhibit "B" of the Cooperative Agreement shall be as provided herein. Corona agrees to provide, if available, the following resources:

Structure Fire: One Engine Company or Truck Company (automatic response upon notification)

Vegetation Fire: One Engine Company, Type 1 or Type 3 (automatic response upon notification)

Other Fire: One Engine Company (automatic response upon notification)

Corona will provide standard response for the type of incident or dispatch level, in addition to the provided Riverside resources.

2. Riverside Response. Dispatch into the Riverside Fire Emergency Response Area pursuant to Section 3.2.1 and Exhibit "B" of the Cooperative Agreement shall be as provided herein. Riverside agrees to provide, if available, the following resources:

Structure Fire: One Engine Company or Truck Company (automatic response upon notification)

Vegetation Fire: One Engine Company, Type 1, Type 3 or Type 6 if available (automatic response upon notification)

Other Fire: One Engine Company or Truck Company with fire suppression capabilities automatic response upon notification)

Riverside will provide standard response for the type of incident or dispatch level, in addition to the provided Corona resources.

3. Alarm Notification – Automatic Aid. Upon receipt of an alarm involving the automatic aid Emergency Response Areas, the Party receiving the alarm will immediately notify the Party providing the resources.

4. Emergency Dispatch Only. Automatic Aid provided pursuant to Section 3.2.1 of the Cooperative Agreement shall apply only to emergency dispatches, and shall not apply to non-emergency situations such as water-vacs, public assistance, or similar non-emergency calls.

5. Incident Reports. In the event that both Parties respond to the same incident, the unit of the Party having jurisdiction will be responsible for preparing the incident report. When no unit from the Party having jurisdiction responds to an incident, the unit from the responding Party shall prepare their own incident report, and upon request shall provide copies of this report to the Party having jurisdiction.

6. Solo Response Notification. For a significant incident, such as a fire, hazardous materials incident, rescue, or multi-casualty incident, if a unit of one Party responds to the other's Party's jurisdiction, without a unit from that Party responding as well, the responding Party will notify the other Party having jurisdiction of the incident as soon as possible, but in no event after leaving the scene.

7. Radio Frequencies. Radio frequencies will be identified by the Party having jurisdiction prior to dispatch. This will be provided to the responding units. Generally, frequencies will be as follows:

Wildland Incidents:	VHF Mutual Threat Zone communication plan
Non-Wildland Incidents:	Riverside to Corona = Corona Frequencies Corona to Riverside = Riverside Frequencies



END OF OPERATING PLAN

EXHIBIT “B”
FIRE EMERGENCY RESPONSE AREAS

[SEE ATTACHED 1 PAGE]

Exhibit B

Corona-Riverside Automatic Aid Areas

-  Corona Fire Emergency Response Area
-  Riverside Fire Emergency Response Area

