

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND  
EMERGENCY MEDICAL SERVICES BETWEEN THE CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT AND THE CITY OF RICHMOND

This Automatic Aid Agreement (“Agreement”) is entered into as of July 1, 2015, by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (the "Fire District"), and the City of Richmond, a municipal corporation (the "City," and together with the Fire District, the "parties," and each a "party" or “agency”).

RECITALS

- A. The Fire District and the City provide fire, rescue, and emergency medical services within their respective boundaries.
- B. The Fire District and the City desire to augment the fire protection they provide within their jurisdictional boundaries.
- C. It is of mutual benefit to the Fire District and the City if the services of each fire agency are in some circumstances extended outside the limits of each jurisdiction into the boundaries of the other.
- D. The parties desire to enter into an automatic aid agreement where, under some circumstances, one party will respond to a fire, rescue, or emergency medical incident occurring within the jurisdictional limits of the other party. The goal is to lower response times to fire and medical emergencies, thereby providing a higher level of service for the West Contra Costa County area with currently available resources.
- E. Automatic aid is feasible because a portion of the jurisdictional boundaries of the Fire District and the City are adjacent.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Scope of Agreement. This Agreement authorizes each agency to provide automatic assistance to the other agency in responding to fires, medical emergencies, rescue and extraction situations, and other types of emergency incidents that are within the standard scope of services provided by each party. The parties agree to dispatch their respective assigned fire department units on an automatic basis to the other jurisdiction in accordance with the procedures and guidelines specified in the Operational Plan, which is attached hereto as Exhibit A and incorporated herein by reference. The specific details of the services to be provided under this Agreement and the general operational policies, including, but not limited to, response areas and types of equipment, operational command, incident reports, dispatch and communications, training, response maps and

**DRAFT**

preplans, and evaluation of effectiveness, are determined by the Fire District Fire Chief and the City Fire Chief in the Operational Plan. Procedural components of the Operational Plan may be amended by the mutual written agreement of the Fire District Fire Chief and the City Fire Chief. Any change in the Operational Plan that constitutes a change in policy shall be approved by the governing body of the Fire District and the governing body of the City.

2. Cross Connections to Communications Systems. Each party shall, at its own expense, develop and provide for the necessary cross connections of its communications system to the communication system of the other.
3. Grid Mapping. Each party shall, at its own expense, provide the other party a predetermined grid mapping system designating the response area for its areas included in this Agreement.
4. Cost Provisions. The services provided by each party pursuant to this Agreement will be reimbursed in accordance with the cost provisions specified in the Operational Plan, which is attached as Exhibit A. The Operational Plan will specify the hourly cost rate based upon personnel costs, apparatus costs, dispatch costs, and overhead costs. This Agreement does not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement in the event an emergency is declared.
5. Resource Availability. The parties understand and agree that a party's automatic aid response to a request for aid depends upon any existing emergency conditions within its own jurisdiction and the availability of its resources.
6. Other Agreements. Nothing in this Agreement limits the ability of either party from agreeing to participate in more specific contracts for services, mutual assistance, or automatic response. Nothing in this Agreement limits the ability of either party from providing emergency assistance to another jurisdiction that is not a participant in this Agreement.
7. Ownership of Equipment. Each party shall retain ownership of any equipment or property it brings to the performance of this Agreement. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, unless the damages or losses were caused by the willful misconduct or the negligent acts, errors, or omissions of the other party or its officers, employees, or agents.
8. Administration of Agreement. For purposes of liaison and the administration of this Agreement, the Fire District Fire Chief and the City Fire Chief are designated as the representative of the respective parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.
9. Agency. While performing work, services, or functions under this Agreement, each party's officers, agents, and employees are not the officers, agents, or employees of the

**DRAFT**

other party to this Agreement, regardless of the nature and extent of the acts performed. Each party shall be solely responsible for the actions of its respective officers, agents, and employees while performing work, services, or functions under this Agreement.

10. Workers' Compensation. Each party shall be solely liable to provide workers' compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees performing work, services, or functions under this Agreement, regardless of whether the other party was directly or indirectly supervising the conduct of those persons. No party shall assume any liability under workers' compensation laws or any other employers' liability laws on account of any work, service, or function performed by the other party's officers, agents, or employees under this Agreement.
11. Indemnity. If it is determined by a court of law that the Fire District is liable for damage, injury, or death, of or to any person or the property of any person, as a result of the Fire District's negligence or willful misconduct in the performance of the services described by this Agreement, the Fire District will indemnify the City for the proportion of liability a court determines is directly attributable to the negligence of the Fire District, its governing body, officers, or employees. If it is determined by a court of law that the City is liable for damage, injury, or death, of or to any person or the property of any person, as a result of the City's negligence or willful misconduct in the performance of the services described by this Agreement, the City will indemnify the Fire District for the proportion of liability a court determines is directly attributable to the negligence of the City, its governing body, officers, or employees.
12. Notices. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:  
  
To the Fire District:  
Contra Costa County Fire Protection District  
2010 Geary Road  
Pleasant Hill, CA 94523  
Attn: Operations Chief  
Telephone: (925) 941-3300  
  
To the City:  
City of Richmond Fire Department  
440 Civic Center Plaza  
Richmond, CA 94804  
Attn: Fire Chief  
Telephone: (510) 307-8031
13. Immunities. By entering into this Agreement, neither party waives any of the immunities provided by the Government Code or other applicable provisions of law.

**DRAFT**

14. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
15. Term and Termination. This Agreement shall become operational and effective upon execution by both parties. The Agreement shall remain in effect until terminated by either party. Either party may terminate the Agreement at any time by giving written notice to the other party at least 60 days prior to the date of termination.
16. Mutual Aid. In all matters involving mutual aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Master Mutual Aid Agreement shall apply.

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT

CITY OF RICHMOND

By: \_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
Fire Chief

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
City Attorney