

**AGREEMENT FOR TECHNICAL SUPPORT SERVICES AND SPECIALIZED RESOURCES
BETWEEN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE
CITY OF RICHMOND**

This Agreement for Technical Support Services and Specialized Resources (this "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").

RECITALS

- A. The Fire District and the City provide fire, rescue, and emergency medical services within their respective boundaries.
- B. Due to the proximity of the parties to one another, the similarity in services provided, and the Fire District's fully developed and staffed technical support program and specialized resources program, the Fire District currently provides technical support services and specialized resources to the City.
- C. The Fire District's provision of technical support services and specialized resources to the City allows the City to save costs associated with staffing and maintaining its own technical support program and with purchasing, operating, and maintaining its own specialized resources, while still realizing effective technical support services and access to specialized resources from the Fire District.
- D. The Parties wish to enter into this Agreement to document and specify the foregoing arrangements, all pursuant to the terms of this Agreement.

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 Services.

- A. **Technical Support Services.** In accordance with the terms and conditions of this Agreement, the Fire District will provide the following services ("Technical Support Services") to the City when requested by the City's Fire Chief or his or her designee:
 - i. **Dispatch Services.** The Fire District will provide the following dispatch services (collectively, the "Dispatch Services") to the City:
 - a. **Back-up dispatch services and a redundant Computer-Aided Dispatch system in the event of planned downtime or**

communication system failure at the Richmond Communications Center.

- b. Dispatch notifications to City chief officers via alpha-numeric pagers for major incidents and community warning system alerts.
 - c. Access to VisiNet Browser for the Richmond Communications Center and Station 63.
- ii. Information Technology Support Services for Mobile Data Terminals. The Fire District will provide the following information technology support services for mobile data terminals (collectively, the “MDT Support Services”) to the City:
- a. Repair hard drive failures.
 - b. Install and configure new software.
 - c. Perform remote diagnostic tests on hardware, software, automatic vehicle location, and VisiCAD status changes.
 - d. Coordinate and complete version compliance updates and audits.
- iii. VHF Radio Support Services. The Fire District will provide the following VHF radio support services (collectively, the “Radio Support Services”) to the City:
- a. Technical support, including maintenance and repair, for Zetron, the station alerting system.
 - b. Technical support, including maintenance and repair, for the MDC modems, docks, and miscellaneous hardware.
 - c. Technical support, including maintenance and repair, for conventional mobile and portable radios.
 - d. Coordinate and assist with annual radio programming.
- B. Specialized Resources. In accordance with the terms and conditions contained in this Agreement, the Fire District will provide the following resources (“Specialized Resources”) to the City when requested by the City's Fire Chief or his or her designee:

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- i. Heavy Fire Equipment. The Fire District will provide the following heavy fire equipment, including an operator to operate the equipment, as specified (collectively, “Heavy Fire Equipment”) to the City:
 - a. Bulldozer response to vegetation fires, including direct fire attack, fire line construction, and mop-up.
 - b. Bulldozer or backhoe response for large debris fires.
 - c. Bulldozer or backhoe response for structure fires requiring material movement for overhaul.
 - d. Bulldozer or backhoe response for landslide emergencies.
 - e. Bulldozer or backhoe response for building collapse.
 - ii. Fire Trail Maintenance. The Fire District will maintain designated fire trails within the City’s jurisdiction.
 - C. Task Orders. During the term of this Agreement, if the City has a need for any of the services or resources described herein, the City’s Fire Chief or his or her designee will submit a written task order to the Fire District’s Fire Chief describing the services and/or resources requested. A task order will include all information necessary for the Fire District to provide the requested services and/or resources.
 - D. Supervision and Direction. The Fire District’s Fire Chief or his or her designee will supervise and direct all services and resources provided by the Fire District to the City.
 - E. Services Review. The Parties will meet once every six months to review the Technical Support Services and Specialized Resources provided by the Fire District under this Agreement, and more frequently if requested by either party.
2. Billing and Payment.
 - A. Billing. No later than September 1 of each year, the Fire District will submit an invoice to the City identifying the Technical Support Services performed, the Specialized Resources provided, and the charges incurred for the preceding fiscal year ending June 30 pursuant to the rates set forth in Exhibit A attached hereto and incorporated herein by reference.
 - B. Payment. The City shall make payment to the Fire District within 30 days after its receipt of the invoice submitted pursuant to subsection A above. If the City disputes any portion of an invoice from the Fire District, the City shall provide written notice of the dispute to the Fire District within 30 days after receipt of

invoice from the Fire District. In the event of a disputed invoice, the parties will meet and confer to resolve any dispute.

3. 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 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.
4. 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.
5. Indemnity.
 - A. Fire District Indemnity. The Fire District agrees to defend, indemnify, and hold harmless the City from the Fire District's share of liability for damages caused by the negligence or willful misconduct of the Fire District, its officers, agents, or employees in the Fire District's performance under this Agreement. The Fire District's obligations under this Section 4.A shall not apply to any claim, cost, or liability caused in whole or in part by the negligence or willful misconduct of the City. Under no circumstances shall the Fire District have any liability to the City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits, or business opportunities arising from or in any way relating to the Fire District's performance under this Agreement. The City shall cooperate with the Fire District in the defense of any action required by this section.
 - B. City Indemnity. The City shall defend, indemnify, and hold harmless the Fire District, its officers, agents, and employees from all claims, suits, or actions of every name, kind, and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the Fire District, its officers, agents, or employees under or in connection with this Agreement or with any work, authority, or jurisdiction of the City. The Fire District shall cooperate with the City in the defense of any action required by this section.
6. Term. The term of this Agreement shall commence on the date first set forth above (the "Effective Date"), and shall continue for a period of two (2) years from the Effective Date. This Agreement shall automatically renew for a two (2) year period on each two year

anniversary of the Effective Date. This Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party. If either party exercises its right to terminate this Agreement in accordance with this Section 5, the City shall pay the Fire District for all services performed and resources provided in accordance with this Agreement through and including the date of termination, but not to exceed payments according to the rates specified in Exhibit A. This Agreement may also be terminated at any time by the written consent of both parties.

7. 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

8. 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.
9. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
10. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
11. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this

Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

12. Assignment and Delegation. This Agreement, and any portion hereof, shall not be assigned or transferred, nor shall any of either party's duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
13. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. All costs for services or resources identified in Exhibit A may only be modified through a written amendment to this Agreement.
14. Waivers. Waiver of a breach or Default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
15. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services and resources described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
16. Each Party's Role in Drafting this Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
17. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Fire District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CITY OF RICHMOND

DRAFT

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:

Approved as to form:

By: _____
County Counsel

By: _____
City Attorney

EXHIBIT A

Rates

1. Technical Support Services.
 - A. Dispatch Services
Annual Cost: \$23,000
 - B. MDT Support Services
Annual Cost: \$20,000
 - C. Radio Support Services
Annual Cost: \$10,000
2. Specialized Resources
 - A. Heavy Fire Equipment
Hourly Rate: \$280/hour
 - B. Fire Trail Maintenance
Hourly Rate: \$280/hour