

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

This Automatic Aid Agreement (“Agreement”) is entered into as of November 13, 2018 (the “Effective Date”), 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 Benicia, 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 are geographically located in proximity to each other within the Counties of Solano and Contra Costa.
- C. The Fire District and the City desire to augment the fire protection they provide within their jurisdictional boundaries.
- D. 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.
- E. 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.
- F. 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 “Operational Plan”). 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 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. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.

10. 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.

11. 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
4005 Port Chicago Hwy Suite 250
Concord, CA 94520
Attn: Operations Chief
Telephone: (925) 941-3300

To the City:
City of Benicia Fire Department
150 Military West
Benicia, CA 94510
Attn: Fire Chief
Telephone: (707) 746-4275

12. Immunities. By entering into this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law.

13. 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.

14. Term and Termination. This Agreement shall become operational and effective upon the Effective Date. 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.
15. 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 BENICIA

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:
Sharon L. Anderson, County Counsel

Approved as to form:

By: _____,
Deputy County Counsel

By: _____
City Attorney

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

OPERATIONAL PLAN

This Operational Plan is authorized by the Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services between the Contra Costa County Fire Protection District and the City of Benicia, dated November 13, 2018 (the "Agreement"), and is subject to the terms and conditions set forth in the Agreement.

The purpose of this Operational Plan is to specify the procedures for implementing the Agreement between the Contra Costa County Fire Protection District (the "Fire District") and the City of Benicia (the "City"). The identified fire agency resources will respond to emergencies as set forth below. Additional resources not described in this Operational Plan may be requested by the Incident Commander or appropriate dispatch center through normal mutual aid channels as outlined in the existing Disaster and Civil Defense Master Mutual Aid Agreement.

1. Definitions. For the purposes of this Operational Plan, the following definitions apply:

"Battalion Chief" means a fire officer capable of and responsible for commanding incident resources and overall scene management.

"BNC Dispatch" means the City of Benicia Communications Center.

"CAD" means computer-aided dispatch.

"CCRFCC" means the Contra Costa Regional Fire Communications Center.

"MDT" means mobile data terminal.

"NFIRS" means National Fire Incident Reporting System.

"Paramedic" means a fire agency resource providing advance life support services.

2. Amount, Type, and Areas of Response.

- A. In accordance with the dispatch procedures described in Section 5, the Fire District will automatically provide the requested apparatus to the City for response or move-up and cover, when Fire District resources are available.

- B. In accordance with the dispatch procedures described in Section 5, the City will automatically provide the requested apparatus to the Fire District for response or move-up and cover, when City resources are available.

3. Operational Command. The first officer who arrives at an incident will assume command until he or she transfers command or is relieved by a ranking chief officer. The highest-ranking officer from the authority having jurisdiction will have the ultimate authority to assume command. All operations will be conducted in a coordinated and organized manner.
4. Incident Reports. If units from both agencies respond to an incident, the unit of the agency having jurisdictional responsibility will prepare the NFIRS and other incident reports as necessary. If no units from the jurisdictional agency respond to an incident, units from the responding agency shall prepare the NFIRS and other incident reports as necessary. The responding agency shall provide copies of all incident reports to the jurisdictional agency upon request. For both Solano County and Contra Costa County emergency medical system protocols, a patient care report will be completed as necessary by the initial treating paramedic, regardless of agency affiliation.
5. Dispatch and Communications. When a call for service occurs in the Fire District, the CCRFCC CAD automatically determines the closest available unit or units and the appropriate type and number of units to respond. One or more units are then dispatched by the CCRFCC. When a call for service occurs in the City, the BNC CAD only recognizes response areas such that the closest unit or units for the geographical area are determined manually based on the CAD station sequence list. One or more units are then dispatched by the BNC Dispatch.
 - A. General Guidelines. Responses to calls for service will follow the general guidelines specified below:
 - i. When a call for service occurs in the Fire District and the CCRFCC CAD determines that the closest appropriate available unit or units are City resources, the CCRFCC will directly dispatch City resources as an automatic aid response in the Fire District. When a call for service occurs in the City and the BNC Dispatch determines that the closest available unit or units are Fire District resources, the BNC Dispatch will directly dispatch Fire District resources as an automatic aid response in the City.
 - ii. The CCRFCC and BNC Dispatch will immediately answer each other's phone calls to ensure timely notifications of an automatic aid response.
 - iii. All necessary information including address, type of emergency, tactical radio frequency, and related information that is available will be relayed to the responding units and updated as appropriate.
 - iv. If the requested unit is not available, or is located so as to result in an extended response time, or encounters delays resulting from seasonal, traffic, or other restrictions so as to result in an extended response time, the requesting agency's dispatch center will be immediately advised of the delay.

B. Specific Procedures. The following specific procedures will apply to calls for service:

- i. Automatic Aid to the City. Upon dispatch by the BNC Dispatch, Fire District resources will switch to the BNC Dispatch channel or incident talk group as directed for all incident communications after changing their status to “responding” via voice or MDT with CCRFCC. Status changes via the MDT shall occur in conjunction with verbal status changes with the BNC Dispatch. All requests for additional resources will be made through the BNC Dispatch.
- ii. Automatic Aid to the Fire District. Upon dispatch by the CCRFCC, City resources will switch to the CCRFCC dispatch channel or incident talk group as directed for all incident communications. All requests for additional resources will be made through the CCRFCC. Routine status changes (e.g., responding, at scene, available) shall be made primarily via the MDT when possible.

6. Training. Periodic interagency training will be conducted for the purpose of improving professional working relationships and operational coordination between the Fire District and City units. This training will be coordinated through the District Battalion Chiefs or senior Chief Officers and the City Battalion Chiefs or senior Chief Officers.

7. Complaints. The Fire District and the City will utilize a complaint process for operational issues to ensure that operations are conducted safely, expeditiously, and professionally. To assist in resolving issues, City Battalion Chiefs will direct all routine operational concerns to the Fire District Battalion Chief (BC-2) by email. The Fire District BC-2 or senior Chief Officer will investigate and reply in a timely manner. Any urgent operational concerns shall be directed to the on-duty Fire District BC-1 or 2. Conversely, Fire District Battalion Chiefs will notify the on-duty City Battalion Chief (BC-11) of any operational concerns by email. The City BC or senior Chief Officer will investigate and reply in a timely manner.

8. Response Maps and Preplans. Upon execution of this Operational Plan, each agency will provide the other with current standard response maps and will provide updated versions as changes occur.

9. Evaluation. The effectiveness of the procedures contained in this Operational Plan will be evaluated annually, or as significant changes occur, by the Fire District Fire Chief or his or her designee and the City Fire Chief or his or her designee.

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CITY OF BENICIA

By: _____
Fire Chief

By: _____
Fire Chief

Date: _____

Date: _____