

**AUTOMATIC/MUTUAL AID AGREEMENT
BETWEEN CITY OF STOCKTON FIRE DEPARTMENT
AND THE COSUMNES CSD FIRE DEPARTMENT**

I. MUTUAL AID AGREEMENT

THIS AGREEMENT is made by and between the CITY OF STOCKTON ("SFD"), a municipal corporation, and the COSUMNES COMMUNITY SERVICES DISTRICT ("Cosumnes CSD") FIRE DEPARTMENT, a political subdivision of the State of California, hereinafter referred collectively as "the Parties".

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and technical rescues, including but not limited to, confined space rescues, structural collapse, transportation emergencies, tower rescues, trench rescues, high and low angle rescues, and water rescues and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster, technical rescue, or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster, technical rescue, or other emergency; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

A. PURPOSE

The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, emergency medical services, hazardous materials control, technical rescue incidents, including but not limited to, confined space rescues, structural collapse, transportation emergencies, tower rescues, trench rescues, high and low angle rescues, and water rescues and/or other emergency support in the event of a major fire disaster or other emergency.

B. REQUEST FOR ASSISTANCE

In the event of a fire, emergency, or need for a technical rescue, which cannot be mitigated with the facilities of one of the Parties to this Agreement, the Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the geographical boundaries of that party's jurisdiction is authorized to request assistance from the other party to this Agreement.

C. RESPONSE TO REQUEST

Upon receipt of a request as provided for in Paragraph B of this Agreement the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

1. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
2. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
3. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
4. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.

D. COMMAND RESPONSIBILITY AT EMERGENCY SCENE

The incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however,

that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander of the Requesting Party specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

E. LIABILITY

Each party agrees to protect, save harmless, indemnify, and defend the other, its governing body, officers, agents, and employees from any and all loss, damage or liability (including injury and death), including without limitation, all reasonable legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by a party hereto, its governing body, officers, agents and employees, caused by, arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its governing body, officers, agents, contractors, and employees. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

This indemnity shall survive the completion, cancellation or termination of the Agreement.

F. POST RESPONSE RESPONSIBILITY

Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

G. COMPENSATION

Each party agrees that it will not seek from the other party compensation for equipment loaned or services rendered under this Agreement, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to each of the parties. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation insurance upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.

H. INSURANCE

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

I. PRE-INCIDENT PLANNING

The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of, and locations of, potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

J. SHARED PURCHASING

There shall be no joint or cooperative acquiring, holding and disposal of real or personal property.

K. ADMINISTRATION AND FINANCE

There is not hereby created any separate or legal administrative entity pursuant to any of the laws of the State of California, City Charter, Ordinances or Rules of the Parties. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property and each party hereto shall be responsible for and finance their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Commanding Officers.

L. TERMINATION

This Agreement shall remain in full force and effect until June 30, 2019 unless sooner terminated as follows:

A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

M. AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

N. NO THIRD PARTY BENEFICIARIES

This Agreement shall not be construed as, or deemed to be, 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. Any services performed, or expenditures made in connection with furnishing mutual aid under this Agreement by any party hereto, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the Parties hereto by their duly authorized officers.

CITY OF STOCKTON FIRE DEPARTMENT

DATE

CITY OF STOCKTON, CITY MANAGER

DATE

COSUMNES CSD FIRE DEPARTMENT

DATE

Approved as to Form and Content:

Deputy City Attorney