

**MUTUAL AID AGREEMENT BY AND BETWEEN
SOLANO COUNTY FIRE AGENCIES
FOR ALL HAZARD EMERGENCY RESPONSE**

THIS MUTUAL AID AGREEMENT ("Agreement") is dated this ____ day of ____ 2018 (the "Dated Date"), by and between the following public agencies of the State of California located within the County of Solano:

City of Benicia	City of Vacaville	Suisun Fire Protection District
City of Dixon	City of Vallejo	Vacaville Fire Protection District
City of Fairfield	County of Solano	California Medical Facility Fire Department
City of Rio Vista	Cordelia Fire Protection District	
City of Suisun City	Montezuma Fire Protection District	

Each of the above agencies may be referred to in this Agreement as a "Party" and collectively as the "Parties" or "Agencies".

RECITALS

WHEREAS, each Party has an interest in achieving mutual aid assistance in response to emergency incidents and more specifically the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and other emergency support; and

WHEREAS, each Party owns and maintains equipment and retains personnel who are trained to respond and provide services in the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, a Party may need the assistance of one or more of the other Parties to provide supplemental fire prevention, fire investigation, emergency medical services, hazardous materials control, water

rescue, technical rescue, or other emergency support; and

WHEREAS, each Party is recognized as having the necessary equipment and personnel available to enable it to provide such services to the other Parties in the event of such major fire, disaster, or other emergency; and

WHEREAS, the jurisdictions of each Party are located in such a manner as to allow each Party to render mutual assistance to the other Parties in accordance with Sections 13863 and 13877 of the Health and Safety Code and Section 55632 of the Government Code; and

WHEREAS, each Party has determined that it is in the best interests of each Party to set forth an agreement and guidelines for providing mutual assistance in the case of a major fire, disaster or other emergency; and

WHEREAS, in addition to providing mutual assistance in an emergency, employees of a Party may desire to volunteer for another Party to allow employees of the other Party to attend funerals, parades and other special events; and

WHEREAS, each Party wishes to provide mutual aid pursuant to the terms and conditions contained in this Agreement.

DEFINITIONS

The following definitions are included to assist in the interpretation and implementation of this Agreement:

- a. **"Agency Representative"** is defined as the representative of each Party for the performance of this Agreement, as provided in Section 13 of this Agreement.
- b. **"Emergency"** is defined as a potentially life threatening or property damaging event including, but not limited to, structure fires, vegetation fires, vehicle fires, basic and advanced life support rescues, hazardous material releases, aircraft emergencies and other types of incidents that the agencies respond to when dispatched by one of the six (6) Public Safety Answering Points.
- c. **"I.C.S"** refers to the California Incident Command System, which is a standardized, on-scene, all-hazard incident management system covering all California State agencies and its political subdivision.
- d. **"Mutual Aid"** refers to the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state to facilitate implementation of the purposes of Section 8668 of the California Emergency Services Act, being California Government Code Sections 8550 through 8668.
- e. **"Public Safety Answering Points"** are defined as the contact centers that dispatch all agencies to emergency incidents within the County of Solano.

- f. **“Requesting Party”** is defined as the Party requesting Mutual Aid in a particular incident.
- g. **“Responding Party”** is defined as any Party providing Mutual Aid in a particular incident.
- h. **“S.E.M.S.”** refers to the California Standardized Emergency Management System, which is the foundation of California’s emergency response system and the fundamental structure for the response phase of emergency management.
- i. **“Solano County Mutual Aid Matrix”** is the document developed by the fire agencies of Solano County to systematically deploy their resources and request the aid of other agencies within the Solano County. This document is amended regularly due to changes in the deployment of resources.
- j. **“Specialized Agency Resources”** is defined as those agency resources that are exclusive and not available within each jurisdiction. Examples include, but are not limited to, helicopters, dozers, hazardous material units, boats and specialized rescue equipment.

TERMS

1. PURPOSE

The stated purpose of the Agreement is to provide Mutual Aid assistance to the Parties for control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, or other emergency support in the event of a major fire, disaster or other emergency. Pursuant to the terms and conditions set forth below, the Parties agree to cooperatively provide appropriate, consistent and efficient emergency medical services without regard to jurisdictional boundaries.

2. MUTUAL AID PROVISION

All Parties to this Agreement shall provide Mutual Aid when requested by a Party. All Responding Parties shall provide appropriate staffing and equipment to assist the Requesting Party with fires of all types and other emergencies of all types within the jurisdiction of the Requesting Party. All Mutual Aid shall be provided within the limits of County of Solano and any lands that are within the jurisdiction of any of the Parties.

All move ups shall be handled through the Solano County Mutual Aid Matrix based on each respective Party’s ability to respond.

3. LIMITATIONS ON RESPONSES

The Responding Party's obligation to provide Mutual Aid shall be subject to and contingent upon its staffing and equipment availability and financial limitations, as well as existing fire or emergency conditions within the jurisdiction of that Responding Party, as determined in the Responding Party's sole and absolute discretion. Each Party's response under this Agreement shall not interfere with the Responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdiction. Each Party shall endeavor to notify the other Parties in advance when it knows that its equipment or staffing will not be available to respond within the jurisdiction of the other Parties.

4. SOLANO COUNTY DISPATCH CENTER (SCDC)

Any Party wishing to request Mutual Aid shall communicate its request to the Solano County Dispatch Center ("SCDC"). The Requesting Party shall describe the nature of the emergency and the anticipated additional personnel or equipment requested. Mutual Aid requests shall be processed through the SCDC in accordance with the policies and procedures agreed to by the member agencies of the SCDC.

5. COMMAND RESPONSIBILITY AT EMERGENCY SCENE

Whenever a Responding Party provides Mutual Aid, incident command and operational organization shall follow the S.E.M.S. and I.C.S doctrine. If the Incident Commander (as defined by S.E.M.S. and I.C.S doctrine) specifically requests a senior officer of the Responding Party to assume command, then the initial Incident Commander or Unified Command shall not, by relinquishing command, be relieved of responsibility for the operation.

6. INCIDENT COMMUNICATION

For command and control effectiveness, as well as incident safety, Mutual Aid incident communication shall utilize voice radio on the assigned tactical frequency assigned by the SCDC, or the communications center coordinating the incident (e.g., Cal Fire, etc.).

7. INCIDENT SAFETY

It is the responsibility of the Incident Command (as defined by S.E.M.S. and I.C.S doctrine) to ensure a safety plan is developed for each incident where Mutual Aid is provided.

8. INCIDENT PUBLIC INFORMATION

Public information messaging and dissemination shall be in accordance with S.E.M.S. doctrine.

9. LIABILITY

- a. Each of the Parties agree to defend, indemnify and hold harmless each and every other Party and its officers, officials, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of the Party, its agents, officers, officials, employees or representatives in the performance of this Agreement.
- b. The indemnification contained in this Agreement includes, but is not limited to, any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of a Party to this Agreement, or any of their agents, officers, employees or representatives, or their performance under the terms of this Agreement.

The indemnity obligations of this Agreement shall survive the expiration or earlier termination of this Agreement.

- c. Each of the Parties shall notify the other Parties, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered under this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.
- d. It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.

In the event of a claim or litigation arising out of an incident when responding to a mutual aid event, all parties involved agree to work cooperatively to determine the financial responsibility of fault and percentage of comparative fault. If the parties cannot agree, they shall submit the matter to an arbitrator.

The requesting Party shall serve as the lead agency in any litigation or claim arising out of an incident where a member of the public asserts a cause of action arising out of the incident.

- e. Each party waives all claims against the other for compensation for any loss or damage to a Party's vehicle involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

- f. Each party shall maintain in full force and effect workers' compensation insurance as required by the Labor Code, which covers the personnel involved in a response to provide mutual-aid assistance. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

10. POST RESPONSE RESPONSIBILITY

Upon completion of the rendering of Mutual Aid, such assistance and help as is necessary will be given by the Parties to locate and return any items of equipment to the Party 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. Personnel from Responding Parties will be the first to be released from an incident unless otherwise agreed to by the Responding Parties' Agency Representative.

11. COMPENSATION

Each Party agrees that it will not seek from the other Parties compensation for services rendered under this Agreement for the first 12 hours of each individual incident requiring Mutual Aid. Should services be extended beyond 12 hours, the Responding Party may seek reimbursement for equipment and staff in accordance with the provisions contained within the then most current version of the California Fire Assistance Agreement. Each Party shall at all times be responsible to its own employees for the payment of wages and any and all forms of other compensation.

12. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles. Insurance limits required by each Party shall be a minimum of \$10 million per occurrence. Each Party agrees to provide the other Parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

13. AGENCY REPRESENTATIVE

Each Party shall designate an Agency Representative. This designation shall be made in a writing sent to the other Parties and may be modified in writing from time to time. Each Agency Representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement. If any Party fails to designate an Agency Representative or the designee is otherwise incapacitated or unavailable, that Party's Fire Chief or his or her designee shall serve as the Agency Representative until such time, if ever, as another employee or officer is designated.

14. PRE-INCIDENT PLANNING

The Agency Representatives 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 Mutual Aid 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.

15. TRAINING STANDARDS

Notwithstanding Section 14, each Party warrants that its training and operational standards are those typically and customarily employed by fire departments throughout California, including, but not limited to, applicable wildland training standards. Each Party further warrants that all equipment, including, but not limited to, vehicles, shall be operated by staff with the applicable and appropriate valid licensing. Pursuant to Section 9, each Party shall indemnify and hold harmless the other Parties for any liability related to the Party's failure to meet and maintain these standards.

16. SPECIALIZED AGENCY RESOURCES

Parties agree that Specialized Agency Resources are not subject to the terms of this Agreement. Specialized Agency Resources may be made available pursuant to call when needed as determined by the Responding Party or through contract for services between agencies outside the terms of this Agreement.

17. EXECUTION AND TERMINATION

This Agreement shall become effective as to each Party when executed, in writing, by the Party. This Agreement shall remain operative and effective as between each and every Party that has executed, in writing, this Agreement, until participation is terminated or withdrawn. The termination or withdrawal by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the remaining Parties.

Any of the Parties may withdraw from this Agreement for any reason by giving thirty

(30) calendar days' notice in writing of such withdrawal to all other Parties.

If any Party defaults in the performance of any of the terms or conditions of this Agreement ("Breaching Party"), it shall have ten (10) days after service upon it of written notice of such default in which to cure the default. In the event that the Breaching Party fails to cure its default within such period of time, the other Parties shall have the right to terminate this Agreement with respect to the Breaching Party without further notice and without prejudice to any other remedy to which they may be entitled by law or in equity. The decision of one of the Parties to terminate the Agreement with respect to the Breaching Party shall be sufficient to involuntarily withdraw the Breaching Party from the Agreement. The failure of the Parties to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

18. AGREEMENT NOT EXCLUSIVE

This Agreement does not prevent and shall not be deemed to impair any Party's right to enter into additional mutual aid agreements as that Party deems necessary and proper.

19. THIRD PARTY RIGHTS

The Parties 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 under this Agreement. This Agreement shall not be enforceable by any parties other than the Parties.

20. PRIVILEGES AND IMMUNITIES

Any and all privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.

21. INDEPENDENT CONTRACTOR STATUS

Each Party shall pay all wages, salaries, and other amounts due to their own 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, and workers' compensation insurance. Employees, independent contractors, or agents of one Party shall not be deemed employees of any other Party for any purpose.

22. ADMINISTRATIVE REVIEW

This Agreement shall be reviewed on or before the date that is five (5) years after the Dated Date, and thereafter, on or before each subsequent five (5) year anniversary of such Dated Date. The Fire Chiefs or their designees can make minor revisions, such as clerical changes or revisions to clarify, correct, or update terminology, to the Agreement if agreed upon by all Parties. Any substantive changes would need to be agreed upon and approved by all respective Parties' governing body.

23. ENTIRE AGREEMENT

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

24. GOVERNING LAW

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be initiated exclusively in the Solano County Superior Court.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assignees of the Parties.

26. COUNTERPARTS

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

27. 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.

28. AUTHORITY TO ENTER AGREEMENT

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

[Signature pages follow]

CITY OF BENICIA

By: _____
City Manager, City of Benicia

Date: _____

ATTEST: _____
Clerk, City of Benicia

CITY OF DIXON

By: _____
Mayor, City of Dixon

Date: _____

ATTEST: _____
Clerk, City of Dixon

CITY OF FAIRFIELD

By: _____
Mayor, City of Fairfield

Date: _____

ATTEST: _____
Clerk, City of Fairfield

CITY OF RIO VISTA

By: _____
Mayor, City of Rio Vista

Date: _____

ATTEST: _____
Clerk, City of Rio Vista

CITY OF SUISUN CITY

By: _____
Mayor, City of Suisun City

Date: _____

ATTEST: _____
Clerk, City of Suisun City

CITY OF VACAVILLE

By: _____
Mayor, City of Vacaville

Date: _____

ATTEST: _____
Clerk, City of Vacaville

CITY OF VALLEJO

By: _____
Mayor, City of Vallejo

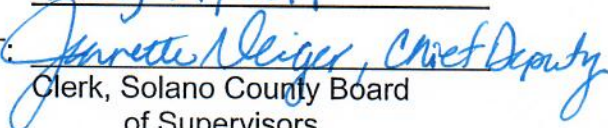
Date: _____

ATTEST: _____
Clerk, City of Vallejo

COUNTY OF SOLANO

By: 
Chair, Board of Supervisors

Date: May 14, 2019

ATTEST: 
Clerk, Solano County Board
of Supervisors

CORDELIA FIRE PROTECTION DISTRICT

By: _____
Chairman of the Board
Cordelia Fire Protection District

Date: _____

ATTEST: _____
Clerk, Cordelia Fire Protection
District

MONTEZUMA FIRE PROTECTION DISTRICT By: _____
Chairperson, Board of Directors/
Commissioners
Montezuma Fire Protection District

Date: _____

ATTEST: _____
Clerk, Montezuma Fire Protection
District

SUISUN FIRE PROTECTION DISTRICT By: _____
Chairman of the Board
Suisun Fire Protection District

Date: _____

ATTEST: _____
Clerk, Suisun Fire Protection
District

VACAVILLE FIRE PROTECTION DISTRICT By: _____
Chairperson, Board of Directors/
Commissioners
Vacaville Fire Protection District

Date: _____

ATTEST: _____
Clerk, Vacaville Fire Protection
District

CALIFORNIA MEDICAL FACILITY
FIRE DEPARTMENT By: _____
Warden, California Medical Facility

Date: _____