

MUTUAL AID AGREEMENT

This Agreement made and entered into is between the **Downieville Fire Protection District** and the **Pliocene Ridge Community Services District**.

WHEREAS, each party maintains as part of its services an organized and equipped fire department charges with the duty of fire protection and emergency medical services within its jurisdiction limits; and

WHEREAS, investigation has disclosed that it would be of mutual benefit to each party in some circumstances if, mutually, the services of the fire department of one party were extended to the aid of another party; and

WHEREAS, the use of closest resource dispatching of fire service equipment without regard to jurisdiction or statutory responsibility is in the best interest of the citizens to insure orderly and coordinated use of all resources; and

WHEREAS, each party desires to delegate initial dispatch command and control for the purposes of closest resource dispatching, regardless of statutory or territorial jurisdictions; and

WHEREAS, each party hereto is agreeable to providing the requested initial action and mutual aid response, when available, within the territorial limits of the other party.

NOW THEREFORE, in consideration of the covenants herein contained, performed and to be performed, the parties hereto agree as follows:

I. AUTHORITY

The parties hereto, pursuant to the authority granted by Sections 13850, 13855, and 13879 of the California Health and Safety Code, to hereby agree to respond to emergencies outside their geographical limitations, and within geographical limitations of the other.

II. LIABILITY INSURANCE

Each District of Department respectively shall provide and maintain a liability insurance policy of not less than \$2,000,000.00 combined with single limit to protect it from casualty losses by reason of activities contemplated by this agreement.

III. WORKERS COMPENSATION

Each District or Department thereunder shall maintain Workers Compensation coverage for its own volunteers without cost to other party.

IV. REIMBURSEMENT

Except as may be provided by separate agreement between any of the parties hereto, the assurance of mutual aid set forth within shall constitute the sole consideration for the performance hereof and neither party shall be obliged to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, liability incurred which may occur in the course of rendering the fire fighting or EMS assistance herein provided for.

V. INDEMNIFICATION

Each party hereto waives all claims against the other participating party for compensation for any loss, damage, personal injury, or death which may arise due to conformance, or lack of conformance, under this agreement. It is expressly understood and agreed that the party being assisted shall be responsible to the third persons only for those acts of the volunteer of the assisting party which are performed at the incident at the specific direction of the volunteer being assisted.

VI. ADEQUATE SERVICE LEVEL

This agreement shall not be interpreted to relieve either party from the necessity or obligation of furnishing adequate fire and rescue services within any part of its jurisdictional limits.

VII. ABILITY TO PERFORM

By entering into this agreement, if staffing and resources are adequate, each party represents to the other that it will perform its covenant thereunder.

VIII. TERMS OF AGREEMENT

This agreement shall continue in force without specific term; provided, however any party may terminate this agreement by giving to the other party ninety (90) days prior written notice of the party's intention to terminate. Said termination notice shall be a certified copy of the resolution of termination adopted by the party's governing body with copies to the other governing bodies.

IX. SEVERABILITY

Parties agree that the invalidity in whole or part of any provision of the agreement shall not void or affect the validity of any other provision.

X. PARTIES TO THE AGREEMENT

Downieville Fire Protection District

Pliocene Ridge Community Services District

Signature: Michael P. Galan

Signature: David Arbogast

Print Name: MICHAEL P. GALAN

Print Name: David Arbogast

Title: Chairman -DFPD

Title: Acting Chief

Date: May 14, 2018

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