

**MUTUAL AID AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE
AND THE CITY OF RIVERSIDE FOR
HAZARDOUS MATERIALS RESPONSES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY"), and the City of Riverside, a municipal corporation (hereinafter referred to as "CITY"), whereas it is agreed as follows:

Whereas, the County provides a trained, qualified, and equipped Hazardous Materials Response Team for responses within the County and contract jurisdictions; and

Whereas, the City provides a trained, qualified and equipped Hazardous Materials Response Team for responses within the City jurisdiction; and

Whereas, it is in the mutual interest of both the County and the City to offer assistance to each other when incident requirements exceed the operational capabilities of either agency; and

Whereas, such mutual aid agreements are authorized by California Government Code sections 54981 and 55632.

Now therefore, in consideration of the mutual promises, covenants and conditions herein set forth, the parties agree as follows:

1. The parties shall respond to each other's request for assistance with hazardous material incidents by dispatching available personnel and resources provided that such response does not interfere with either Parties' responsibility to respond to emergencies of any type and hazardous materials within their respective jurisdictions.
2. The Fire Chiefs of the County and City, or their designees, shall meet annually for the purpose of implementing and revising operational procedures under this agreement.
3. County and City will each maintain Worker's Compensation Insurance or be self-insured for its own employees and firefighters without cost to the other party, and each party shall pay its own personnel without cost to the other party.
4. Each party shall provide its own insurance, or be self-insured, for its own apparatus and equipment.

5. Parties shall be responsible for their respective costs incurred from the operation, maintenance, and repair of its equipment used pursuant to this Agreement.
6. Each party will inform each other in writing if investigations conclude that the responding fire department may be entitled to seek reimbursement of costs from the responsible party.
7. County and City Fire Chiefs shall have joint authority and responsibility for the administration of this agreement, which authority they may delegate to employees within their respective departments.
8. No payment shall be made between the parties as compensation for any services performed pursuant to this mutual aid agreement. If either party is committed over six (6) hours on an incident in the others jurisdiction, then the request shall revert to assistance-by-hire (ABH) from the time of initial dispatch. Should the requesting party pursue cost recovery, as allowed by Health and Safety Code Section 13009 or other applicable law as amended from time to time, then that party will bill on behalf of the responding party for all its reimbursable costs and expenses incurred in responding to the incident.
9. Neither party will knowingly perform any act of a nature that would bring discredit, or which is contrary to the established policy of the other.
10. Parties agree to defend, indemnify, and hold each other, their elected officials, employees, contractor, and agents mutually harmless from any and all claims, demands and liability, including attorney's fees, arising from each party's performance of this Agreement, except to the extent that such liability is caused by the negligence of the other party.
11. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations and dealings pertaining to the subject matter hereof shall be deemed merged herein.
12. This Agreement shall not be modified except by written consent of the Parties. No waiver of any provision of this Agreement shall be binding upon either party except by written consent of the other party.
13. Neither this Agreement, nor any duties or obligations under this Agreement shall be assigned by either party without prior written consent of the other party.
14. 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 of action whatsoever.

15. Parties hereby expressly waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing pursuant to this Agreement.
16. In the event, any legal action is commenced to enforced or interpret the terms of this Agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to its reasonable attorney's fees.
17. This Agreement may be executed in counterparts, each of which shall constitute an original and shall be deemed the same agreement.
18. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
19. This Agreement shall be effective as of the day and year hereinabove first written and shall continue for ten (10) years. Either party giving thirty (30) days' notice, in writing, to the other party, may terminate the Agreement. Notice shall be given and addressed to:

COUNTY OF RIVERSIDE
Bill Weiser, Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF RIVERSIDE
Michael D. Moore, Fire Chief
3401 University Avenue
Riverside, CA 92501

Provision of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person all constitute service hereinunder, effective when such service is made.

[Signature Provisions on following page]

In Witness, Whereof, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF RIVERSIDE

Dated: _____

By: _____
Mike Futrell, City Manager

ATTEST:
Donesia Gause
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Rahman N. Gerren
Sr. Deputy City Attorney

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
MELISSA R. CUSHMAN,
Deputy County Counsel

#23-0763