

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT

This Automatic Aid Agreement (“Agreement”) is entered into as of _____ 2024 (the “Effective Date”), by and between the Rodeo-Hercules Fire Protection District (“RHFPD”) and the Crockett-Carquinez Fire Protection District (“CCFPD”), hereinafter referred to collectively as the ”Parties”, individually as Agency or Party, both districts existing as independent special districts under the laws of the State of California.

RECITALS

- A. The Parties have the common power to provide fire, rescue, and emergency medical services within their respective boundaries and desire jointly to exercise said power pursuant to the authority granted under the Fire Protection District Law (Health & Safety Code §13800, et seq.).
- B. It is the mutual desire of the parties hereto that the provisions of this Agreement shall supersede all previous agreements and all notices provided thereunder, including the Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting aid in connection with any incident that cannot be handled adequately by a Party.
- C. The Parties are geographically located in proximity to each other within Contra Costa County and border each other along Cummings Skyway, San Pablo Avenue, and Interstate 80.
- D. It is in the public interest to enter into a reciprocal agreement to provide automatic aid to areas along their respective mutual borders; and
- E. The Parties desire to augment the fire protection they provide within their jurisdictional boundaries.
- F. It is of mutual benefit to the Parties that if the services of each fire agency are, in some circumstances, extended outside the limits of each jurisdiction into the boundaries of the other, such that the parties desire to maximize the delivery of emergency services while minimizing the cost of delivering said services by responding with the appropriate nearest available apparatus necessary to protect life, property, and the environment.
- G. The Parties desire to enter into an automatic aid agreement where, under some circumstances, the Parties will respond to emergency incidents occurring within the jurisdictional limits of the other district.
- H. Automatic aid is feasible because of the proximity of both Districts including shared jurisdictional boundaries and the readily available access to each other via major thoroughfares.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and conditions identified herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Agreement. This Agreement authorizes each Party to provide automatic assistance to the other Party 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 respond with their respective assigned fire department units on an automatic basis to the other jurisdiction in accordance with established response matrices as agreed upon by both departments.

2. Resource Availability. The Parties understand and agree that a Party's automatic aid response to a request for aid depends upon existing emergencies or other extenuating conditions within its own jurisdiction and the availability of its resources.
3. Other Agreements. Nothing in this Agreement limits the ability of either Party from agreeing to participate in other contracts for services, mutual and/or automatic aid or assistance. 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.
4. Non Compensatory. The agreement is reciprocal in nature and not compensatory. The agreement is meant to be generally balanced in the aid both given and received. It is specifically agreed that no charge for use of equipment or apparatus or personnel shall be made by either party hereto except for such costs that could be assigned to a responsible party as provided by law or superseding agreement. Notwithstanding agreements under the California Fire Assistance Agreement or other similar reimbursement-based agreements under which either participating party may seek reimbursement for qualified responses.
5. Ownership of Equipment. Each Party shall retain ownership of any equipment or property it brings in 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.
6. Administration of Agreement. For purposes of liaison and the administration of this Agreement, the Parties respective Chiefs are designated as the representative of the respective Parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.
7. No Express or Implied 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.
8. Worker's 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.

9. Indemnity. If it is determined by a court of law that the Rodeo-Hercules Fire District is liable for Damage, injury, or death, of or to any person or the property of any person, as a result of their negligence or willful misconduct in the performance of services described by this Agreement, RHFPD will indemnify the CCFPD for the portion of liability a court determines is directly attributable to the negligence of RHFPD, its governing body, officers, or employees. If it is determined by a court of law that the CCFPD is liable for damage injury, or death, of or to any person or the property of any person, as a result of its negligence or willful misconduct in the performance of services described by this Agreement, CCFPD will indemnify RHFPD for the portion of liability a court determines is directly attributable to the negligence of the CCFPD, its governing body, officers, or employees.
10. Notices. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following address and telephone numbers:
- The Rodeo Hercules Fire District:
1680 Refugio Valley Road
Hercules, CA 94547
Attn: Fire Chief
- The Crockett-Carquinez Fire District
746 Loring Avenue
Crockett, CA 94525
Attn: Fire Chief
11. Immunities. By entering into this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law.
12. 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.
13. 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.
14. 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, and California Fire Assistance Agreement shall apply.
15. Miscellaneous. This Agreement may only be modified or amended in writing signed by both Parties. By signing below, each signatory affirms that it has the right and power to execute this Agreement. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement

was drafted by both parties, such that any rule regarding interpretation of this Agreement against either Party shall not be applied. This Agreement may be executed in counterparts, each executed copy effective as an original.

RODEO-HERCULES FIRE
PROTECTION DISTRICT

CROCKETT-CARQUINEZ FIRE
PROTECTION DISTRICT

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:

By: _____
District Counsel

By: _____
County Counsel

DRAFT