

AUTOMATIC AID AGREEMENT

AMONG THE ROUGH and READY FIRE DISTRICT and NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and GRASS VALLEY FIRE DEPARTMENT

This Agreement made the _____ among the Rough and Ready Fire District, hereinafter referred to as RAR, the Nevada County Consolidated Fire District, hereinafter referred to as NCC and the Grass Valley Fire Department hereinafter referred to as GVFD. Each party may be referred to as an "Agency" or collectively as "Agencies" or "Parties."

WITNESSETH

WHEREAS, RAR maintains and operates a Fire Protection Organization covering the Rough and Ready Fire District; and

WHEREAS NCC maintains and operates a Fire Protection Organization covering Nevada County Consolidated Fire District; and

WHEREAS GVFD maintains and operates a Fire Protection Organization covering the Cities of Grass Valley and Nevada City; and

WHEREAS, it is the desire of RAR, NCC and GVFD to enter into an Automatic Aid agreement amongst the agencies. This will provide for the time the closest appropriate apparatus responds to the emergency.

WHEREAS, Automatic Aid, is defined as "responding to an emergency in an adjacent fire jurisdiction without being requested by the agency with jurisdiction over that area"

NOW, THEREFORE, it is agreed among the parties hereto pursuant to this document that:

1. The above recitals are true and correct and incorporated herein as a part of this Agreement.
2. Upon receipt of any incident within RAR jurisdiction (except SRA incidents) to include areas where otherwise RAR would have responded to NCC, if RAR was staffed GVFD will provide Automatic Aid by responding with one (1) apparatus with a minimum staffing of two (2) personnel as determined by CAD as the closest available resource. NCC will immediately provide (1) move up and cover apparatus with a minimum of (2) personnel to back fill the GVFD at determined cover point..
3. Upon receipt of any incident, within NCC or GVFD jurisdiction, RAR will provide Automatic Aid by responding with one (1) apparatus with a minimum staffing of two (2) personnel as determined by CAD as the closest available resource.
4. Resources necessary for Coverage will be requested using the mutual aid system. All parties

to this Agreement may request a resource to cover their area of responsibility using the following guidelines:

- a. The requesting agency 's resources are depleted
 - b. The agency receiving the request is the closest resource available as determined by CAD.
 - c. The agency receiving the request ("Providing Agency") for coverage has the final decision on whether or not they can fulfill the request without depleting resources within their jurisdiction.
5. A Regular Mutual Aid request by a Duty Chief or a Company Officer will be handled by the Emergency Communication Center ("ECC") in the usual manner using the closest resource. With regard to Regular Mutual Aid requests, the Providing Agency has the final decision on whether or not they can provide the response without depleting resources within their jurisdiction.
 6. When operating an incident, each Agency shall utilize the command and tactical frequency assigned by the ECC.
 7. The Agency with jurisdiction should be the Incident Commander.
 8. As soon as adequate resources arrive at scene, as determined by the Incident Commander, and the NCC/RAR/GVFD resource is no longer needed, it will be released.
 9. Full protective safety clothing and equipment shall be worn by all firefighters when exposed to hazardous elements on the scene of a fire.
 10. Both Agencies should train together at least quarterly (3) annually on Standard Operating Procedures/Guidelines, which apply to each Agency. Standard Operating Procedures must be utilized on all incidents.
 11. The Requesting Agency, whether that be RAR, NCC or GVFD shall indemnify, defend and hold harmless the Providing Agency, its officials, officers, employees, agents or consultants from any and all liabilities, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with this Agreement or the automatic or mutual aid, or coverage, provided by the Providing Agency, except such loss or damage which was caused by the sole negligence or willful misconduct of the Providing Agency. The Agencies enter into this Agreement as independent contractors and not as employees of the other Agencies. The Agencies shall have no power or authority by this Agreement to bind the other Agencies in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status.
 12. This Agreement shall supersede all other agreements between the three (3) parties.
 13. This Agreement shall remain in effect from this date indefinitely, unless terminated by any of the Parties hereto giving to the others thirty (30) days' notice in writing of such termination, or until amended by mutual agreement of the Parties. RAR, NCC and GVFD agree to review this Agreement every 90 days to ensure general public benefit.

IN WITNESS WHEREOF, the parties have set their hands this ()

Fire Chief, RAR

Board President, RAR

Fire Chief, NCC

Board President, NCC

Fire Chief, GVFD

City Manager, GV