**AUTOMATIC AID AGREEMENT**

**BETWEEN SCOTT VALLEY FIRE PROTECTION DISTRICT,**

**THE TOWN OF FORT JONES AND THE CITY OF ETNA**

This agreement made and entered into this 9th day of February, 2023 by and between the Town of Fort Jones hereinafter referred to as Fort Jones, City of Etna hereinafter referred to as Etna and the Scott Valley Fire Protection District hereinafter referred to as the District.

WITNESS:

**Whereas**, Fort Jones, Etna and the District desire to enter into a first response automatic aid agreement and **whereas**, such agreements are authorized by law.

**Now, therefore it is agreed as follows.**

1. Fort Jones, Etna and the District shall use its best efforts to provide all labor, tools and materials necessary to provide fire protection, rescue and traffic collision services for each other’s area of response. Nothing herein shall be construed to require each party here to provide services for the other at any time when there are insufficient personnel or equipment available to respond or in the event such personnel and equipment is necessary for the proper protection of life and property within the respective entity. Provided further that Fort Jones, Etna and the District will automatically respond appropriate resources to all fires, rescues and traffic collisions within the respective response areas unless prevented from doing so by another emergency.
2. This agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have a right of action hereunder for any cause whatsoever.
3. Pursuant to Government Code Section 50926, any injury, disability or death incurred by a firefighter while carrying out the provisions of this agreement shall be deemed to have arisen out of and been sustained in the course of employment for purposes of Workers’ Compensation and all other benefits. The employer for such firefighter is deemed to be the respective employing agency. All agencies shall maintain at all times while this contract is in effect Workers’ Compensation Insurance for its employees in accordance with the labor code of the state of California.
4. All the privileges and immunities for liability, exemptions from laws and rules and all disability, Workers Compensation and all other benefits granted the employees or firefighters of each department while performing their functions within the territorial limits of the other’s department shall extend and apply to such fire protection services within each other’s territorial limits.
5. This agreement shall become effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in effect until any party desiring to terminate the agreement gives 30 days written notice to the others of such intent to terminate.

**In witness whereof, the parties hereto have executed this agreement the date first above written.**

**TOWN OF FORT JONES**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Mayor**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Fire Chief**

ATTEST:

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **City Clerk**

**CITY OF ETNA**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Mayor**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Fire Chief**

ATTEST:

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **City Clerk**

**SCOTT VALLEY FIRE PROTECTION DISTRICT**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Chairman of the Board**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Fire Chief**

ATTEST:

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Secretary**