

**AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES  
BETWEEN THE CITY OF WINTERS AND THE VACAVILLE FIRE PROTECTION DISTRICT**

THIS AUTOMATIC AID AGREEMENT ("Agreement") is made and entered into this date \_\_ day of \_\_\_\_\_ 2024 ("Effective Date") by and between the City of Winters, a municipal corporation of the State of California ("CITY"), and the Vacaville Fire Protection District, a fire protection district existing under the laws of the State of California ("VACAVILLE FPD"). CITY and VACAVILLE FPD are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

- A. The Parties to this Agreement provide fire suppression, rescue, and emergency medical services within their respective jurisdictional limits.
- B. The Parties desire to provide the most expeditious response to suppress fires and render other emergency assistance to the citizens of their jurisdictions.
- C. The Parties desire to provide each other with reasonable and reciprocal automatic aid and initial action in the suppression of fires and provision of other emergency assistance.
- D. Any pre-existing automatic aid agreement between the Parties provides for automatic dispatch and initial action for the suppression of fires and provision of other emergency assistance.

**AGREEMENT**

IN CONSIDERATION of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. General.

The Parties agree to provide fire suppression, rescue, and emergency medical services to each other as provided by this Agreement and under such arrangements as determined by the Fire Chiefs of each Party. Implementation policies shall be drafted and approved by the Fire Chiefs of each Party.

This Agreement is intended to supplement and not supplant any existing agreements for the provision of mutual aid or assistance between the Parties. It is mutually understood that this Agreement does not relieve either Party from the necessity and obligation of providing adequate fire suppression, rescue, and emergency medical services within its own jurisdiction.

2. Term and Termination.

This Agreement shall become operational and effective on the Effective Date and shall remain in full force and 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 30 days prior to the date of termination.

3. Automatic Aid Zones and First Responder.

Zones of response are depicted on Exhibit "A," attached hereto and incorporated hereby and made a part of this Agreement, and are defined and assigned to a Party for first response as follows:

Automatic aid between CITY and VACAVILLE FPD shall be limited to emergency incident types designated in each agency's areas. All other requests for assistance will be communicated through the Parties' respective Public Safety Answering Points ("PSAP").

Automatic aid for CITY from VACAVILLE FPD will be limited to Water Rescues, Rescues, and Traffic Accidents.

Automatic aid for VACAVILLE FPD from CITY shall include structural firefighting, Traffic Accidents, Vegetation Fires, Vehicle fires, Medical Aid (Charlie EMD and above), and all incident types on Highway 128 or in Cold Canyon.

Automatic dispatch shall respond to any defined incidents within the defined boundaries of this Agreement. Both PSAPs will be notified and trained to ensure timely dispatch under this Agreement.

The Parties agree to provide one engine or appropriate type apparatus for the incident type with a crew of a minimum of 2 qualified firefighters to reported incidents in the following manner:

The following areas of the CITY are designated as part of this Agreement:

Winters District 1 (Exhibit "A")

The following areas of the VFPD are designated as part of this Agreement:

Station 68 Response Zone (Exhibit "A")

#### 4. Scope of Services.

Upon receipt of an alarm or request for service included within the scope of this Agreement, the dispatch center of the Party responding as first responder to the alarm or call for service, hereinafter referred to as the "Responding Party," shall dispatch the closest appropriate unit from Responding Party's jurisdiction and immediately transfer the call to the dispatch center of the Party from whose jurisdiction the alarm or call was received, hereinafter referred to as the "Jurisdictional Party."

When an incident occurs in an area included within one of the zones of response designated in Exhibit "A," the Jurisdictional Party shall have the responsibility for overall command of the incident but may allow the first arriving Incident Commander from either jurisdiction to remain in command. Multi-jurisdictional Incidents shall be managed under the Unified Command concept of the Incident Command System, as such phrases are defined in the Fire Service Field Operations Guide, dated January 2001.

The Parties shall meet at least once per calendar year to review this Agreement and determine whether any modifications to the Agreement are necessary.

#### 5. Independent Contractor.

The relationship of the Parties to this Agreement shall be that of independent contractors. Neither Party shall be deemed to be an agent of the other.

#### 6. Compensation.

Neither Party shall be entitled to any compensation from the other Party for services rendered under this Agreement other than the agreement for each Party to assist the other Party pursuant to the terms of this Agreement.

#### 7. Indemnification.

If it is determined by a court of law that VACAVILLE FPD is liable for damage, injury, or death, of or to any person or the property of any person, as a result of VACAVILLE FPD's negligence or willful misconduct in the performance of the services described by this Agreement, VACAVILLE FPD will indemnify the CITY for the proportion of liability a court determines is directly attributable to the negligence of VACAVILLE FPD, its governing body, officers, or employees. If it is determined by a court of law that the CITY is liable for damage, injury, or death, of or to any person or the property of any person, as a result of the CITY's negligence or willful misconduct in the performance of the services described by this Agreement, the CITY will indemnify VACAVILLE FPD for the proportion of liability a court determines is directly attributable to the negligence of the CITY, its governing body, officers, or employees. This section shall survive termination or expiration of 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. Benefit.

This Agreement is entered into solely for the benefit of the Parties and not for the benefit of any other person or entity who is not a Party to this Agreement. No person or entity that is not a Party to this Agreement shall have any right to enforce this Agreement or bring any action arising out of a failure or omission of a Party with respect to services provided pursuant to this Agreement.

#### 10. Notices.

Unless otherwise provided herein, all notices required hereunder shall be given by United States registered and certified mail, or other form of mail which offers proof of mailing, postage prepaid, and addressed to the Party at the address below.

City: City of Winters  
City Manager  
318 First St  
Winters, CA 95694

With a copy to: City of Winters  
Fire Chief  
700 Main St.  
Winters, CA 95694

Vacaville FPD: Vacaville Fire Protection District  
420 Vine St.  
Vacaville, CA 95688

#### 11. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. No Party shall assign nor sublet any portion of this Agreement without the written consent of the other Party.

#### 12. 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.

#### 13. Applicable Laws and Attorney's Fees.

This Agreement shall be interpreted and enforced pursuant to the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Solano or Yolo County, California. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be affixed by the court. For purposes of this provision, "prevailing Party" includes a Party which dismisses an action based on this Agreement in exchange for payment of the sum allegedly due, performance of the covenants allegedly breached, or payment of consideration substantially equal to the relief sought by such Party in an action or proceeding.

#### 14. Extent of Agreement: Amendment.

This writing constitutes the entire Agreement between the Parties and supersedes all prior understandings and agreements, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may obligations under this Agreement be waived, except by written instrument signed by the Parties to this Agreement.

#### 15. Ownership of Equipment.

Each Party shall retain ownership of any equipment or property it brings to 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.

16. Administration of Agreement.

For purposes of administration of this Agreement, the VACAVILLE FPD Fire Chief and the CITY Fire Chief are designated as the representative of the respective Parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.

17. Immunities.

By entering into this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law.

18. Severability.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19. Miscellaneous.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits. This Agreement shall be deemed to have been drafted equally by both Parties. This Agreement may be executed in counter parts, each of which shall be deemed to be original, but all of which together shall constitute one and the same Agreement.

**SIGNATURE PAGE FOR AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND  
EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF WINTERS AND THE VACAVILLE FIRE  
PROTECTION DISTRICT**

City of Winters

Vacaville Fire Protection District

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City Manager

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Chairman of the Board

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Fire Chief

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Deputy Chief

APPROVED AS TO FORM:

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City Attorney

Exhibit "A"

