

AGREEMENT FOR AUTOMATIC AID
FIRE SUPPRESSION AND EMERGENCY SERVICES
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT
AND CITY OF FRESNO

THIS AGREEMENT is made and entered into on the ____ day of _____, 2014, by and between the CITY OF FRESNO, a municipal corporation ("City") and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California ("District").

RECITALS

WHEREAS, the parties have the common power to provide fire protection services and desire to jointly exercise said power pursuant to the authority granted under Sections 6502 and 55632 of the California Government Code and Section 25400 et seq., of the California Health and Safety Code;

WHEREAS, the parties desire to maximize the delivery of fire suppression and emergency services by responding with the closest units when necessary to protect life and property;

WHEREAS, an agreement to provide automatic aid is beneficial to both the District and the City; and

WHEREAS, both parties participate in the California Disaster and Civil Defense Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the requesting party under pre-determined terms and conditions, using NFPA 1221 as a guideline.
- b) "Automatic Aid Service Area" shall mean the area within the Fresno City limits and extending beyond the City limits into the unincorporated areas serviced by the District. A map of such areas is attached to this Agreement as Exhibit A and shall be regularly updated by the parties to this Agreement.
- c) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident.

- d) "Responding Party" shall mean any party to this Agreement that receives a request for Fire Protection Services within the jurisdiction of the requesting party.
- e) "Requesting Party" shall mean any party to this Agreement that requests fire protection or emergency services as defined by this Agreement within its jurisdiction from the other party to this Agreement.
- f) "Emergency Medical Service" shall mean life threatening (Priority 1) basic life support service, not including paramedic service.
- g) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- h) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- i) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.
- j) "Standard Response Plan" shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident. See attached Response Matrix
- k) "Mutual Aid" shall mean request of resources based on the needs determined by the managers of the incident and subject to authorization by the responding party for each request.

SECTION 2. FURNISHING OF FIRE SUPPRESSION AND EMERGENCY SERVICES.

Purpose: The purpose of this Agreement is to enhance the ability of the parties to provide fire suppression and emergency services by sharing resources when and where appropriate for emergency incident mitigation. To effectuate this purpose, both parties agree that each agency will respond with Fire Units within the Automatic Aid Service Area. Neither party is required to respond with particular identified units. However, the Nearest Available Fire Unit response concept shall be utilized when appropriate as it represents the foundation and rationale for this Agreement.

- a) Service Details Determined by Fire Chiefs. The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the parties. It is understood that all plans which deal with fire protection services shall adhere as closely as practical to the "Nearest Available Fire Unit" concept which forms the basis for this Agreement.
- b) District Obligations to the City. The District agrees to provide the following to the City:

- (1) Upon request of the City, to respond with up to two (2) Fire Units as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), excluding lower priority medical calls, within the City to complete alarm assignments as defined by the Requesting Party's Response Matrix. The responding fire units will include at least three (3) career staff on ladder truck(s)/fire engines and at least two (2) career staff on squad(s) or the equivalent. This service is provided at no cost.
 - (2) Upon request of the City, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to Priority 1 Emergency Medical Service calls only. Should the City upgrade its standard medical call responses to include Priority 2 calls in the future, the District agrees to respond to these lower priority calls contingent upon the City reciprocating with the same on behalf of the District. This service is provided at no cost.
 - (3) Any requests for assistance outside of the areas established or not identified herein shall be considered a Mutual Aid request and shall be subject to authorization by the responding party for each request based on availability rather than the nearest available concept. These services will be provided at no cost.
 - (4) Upon request of the City, the District will provide one Fire Unit to cover the area within the City limits, in support of draw down caused by emergency activity. This is a general agreement of intent and does not obligate the District if its resources are unavailable.
- c) City Obligations to the District. The City agrees to provide the following to the District:
- (1) Upon request of the District, to respond with up to two Fire Units as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), excluding lower priority medical calls, to complete alarm assignments as defined by the Requesting Party's Response Matrix. In general, the Automatic Aid Area is limited to portions of the District's fire stations 85 and 87 response areas which are directly adjacent to the City's boundaries. The responding Fire Unit will include at least three (3) career staff. This service is provided at no cost.
 - (2) Upon request of the District, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to Priority 1 Emergency Medical Service calls only. Should the District request to have the City include Priority 2 call responses in the future, the City agrees to respond to these lower priority calls contingent upon the District reciprocating with the same on behalf of the City.
 - (3) Any requests for assistance outside of the areas established or not identified herein shall be considered an Enhanced Mutual Aid Request and shall be subject to authorization by the Responding

Party based on availability (rather than the nearest available concept). In general, the provisions and conditions of an Enhanced Mutual Aid Request should be limited to the draw down of available District resources within the area known as Metro Battalion 17. Specifically, to include the District fire station response areas of Stations 85, 86, 87 and 89. These services will be provided at no cost.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE DISTRICT AND THE CITY.

The City and the District agree to the following additional responsibilities and obligations:

- a) Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.
- b) First Units. The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall cause to be reported to the Requesting Party all pertinent information about the conditions encountered at the scene of the incident.
- c) Officer in Charge. The officer-in-charge of the first arriving unit shall be in charge of the incident until he/she is relieved by an officer of the Requesting Party. All apparatus at the scene of an emergency will be under the command of the Incident Commander ("IC"). The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than separate agencies with the intent to limit any unnecessary command changes.
- d) Incident Commander. If an IC requires additional resources to augment the emergency response, he/she shall order them through the jurisdictional agency dispatch center of the agency having jurisdictional responsibility. There shall be one ordering point for any incident, and this will be determined by the agency which has jurisdictional authority for the incident.
- e) Early Release of Resources. Both parties agree to release the other agency's resources as quickly as operationally feasible to limit commit times.
- f) Incident Command System. The Incident Command System ("ICS") shall be used on every incident.
- g) Availability of Equipment. Neither party to this Agreement is obligated to furnish any services to the Requesting Party if, in the sole discretion of the Fire Chief or his/her designee, the apparatus, equipment, personnel, or any combination thereof, is not available.
- h) Mutual Training. The parties shall conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other.

- i) Common Radio Communications. The parties shall work cooperatively to develop and maintain common radio communications protocols to ensure adequate communications exist while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and AVL tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability. Specifically, both agencies will support the CAD to CAD system in conjunction with live AVL data exchange to ensure the closest units are recommended and utilized without unnecessary delays and develop specific operating procedures that ensure dispatching accuracy.
- j) Notifications. When advised of an emergency incident within the other's jurisdiction, each party shall make immediate notification of the incident to the jurisdictional agency.
- k) Protective Equipment. Each party shall ensure that all personnel respond in and use proper Personal Protective Equipment as specified by the policies of the respective parties.

SECTION 4. PRIVILEGES AND IMMUNITIES.

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

SECTION 5. MUTUAL INDEMNIFICATION.

The City shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq.

The District shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the District, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the District of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and the District or any of its officers, officials, employees,

agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

SECTION 6. AGENCY.

It is the intent of the parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including, but not limited to, State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within Responding Party's jurisdiction, subject only to Section 3 herein.

SECTION 7. 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.

SECTION 8. ASSIGNMENT.

This Agreement shall be binding on the successors and assignees of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs or designees. If either party plans to make changes to response plans, levels of service, or aspects that may be adverse to the other party, both parties agree to meet in advance of such change(s) to resolve the impacts prior to implementation.

SECTION 10. TERM AND TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon sixty (60) days prior written notice to the other party.

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SECTION 11. AGREEMENT.

This document (including the attached Exhibit A) sets forth specific details for agreement of the parties with respect to automatic aid in the areas identified only. This agreement does not supersede any prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid or service agreements for other specified areas, specifically the agreement and area known as the "88 Agreement Area." No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

CITY OF FRESNO

FRESNO COUNTY FIRE PROTECTION DISTRICT

By: _____
Bruce Rudd
City Manager

By: _____
[insert name]
Board President

Date: _____

Date: _____

By: _____
Kerri Donis
Fire Chief

By: _____
[insert name]
Fire Chief

Date: _____

Date: _____

APPROVED AS TO FORM:
FRESNO CITY ATTORNEY

APPROVED AS TO FORM:
DISTRICT LEGAL COUNSEL

By: Mary Anne B. Tooke
Mary Anne B. Tooke
Deputy City Attorney

By: _____
[insert name]
Title: _____

Date: May 6, 2014

Date: _____

ATTEST:
FRESNO CITY CLERK

By: _____
Deputy

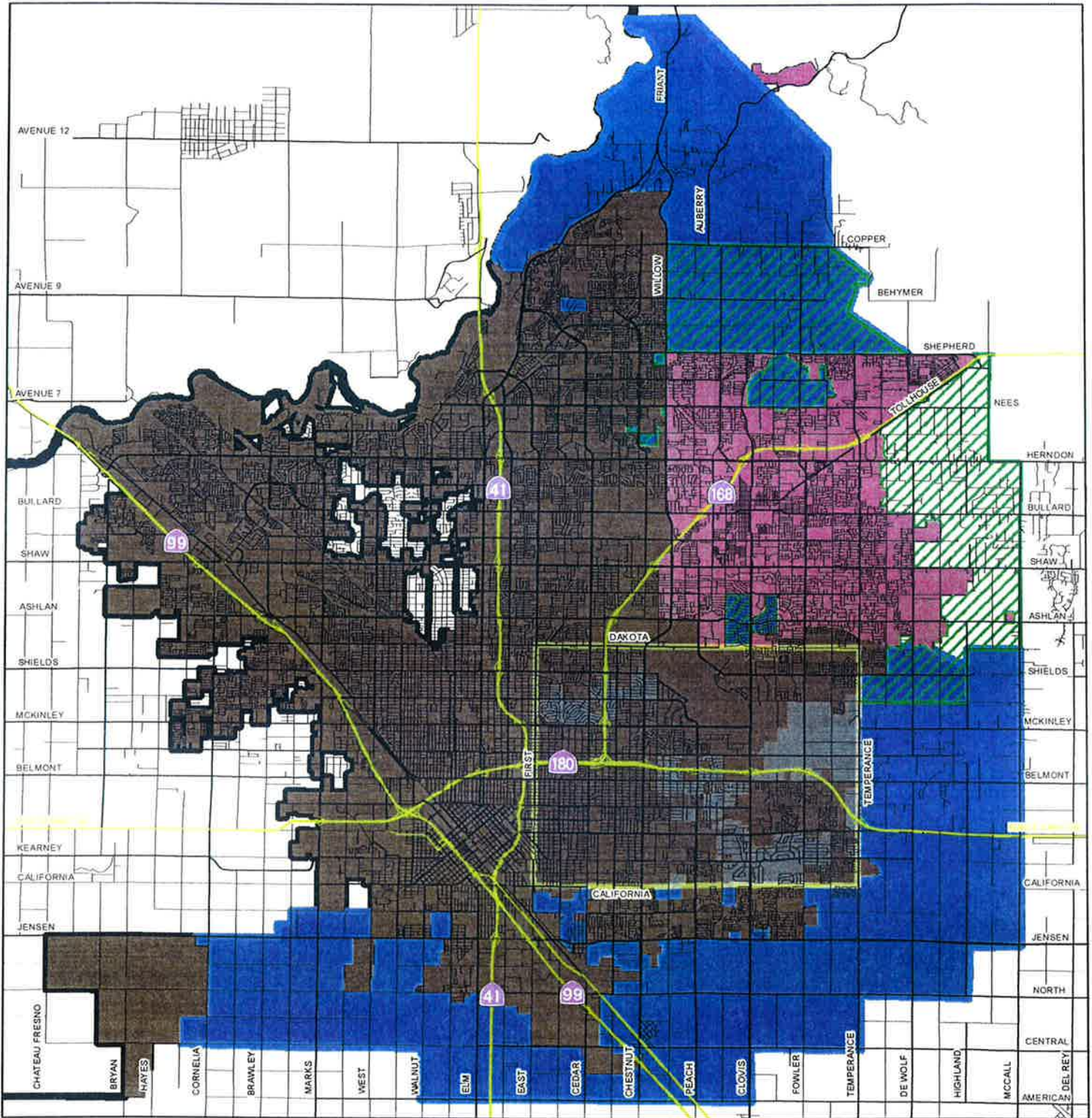
Date: _____

Attachment: Exhibit A – Map

Fresno Draft Auto Aid Area

1 in = 2.5 miles

0 1.5 3 Miles



Legend

-  Fresno Draft Auto Aid Area
-  Fresno
-  Clovis
-  Clovis Auto Aid Area
-  Station 88 Agreement Area
-  City Limits

Disclaimer: While every effort has been made to ensure the accuracy of the map, the map producer is not responsible for any errors or omissions. Maps are for graphical purposes only.

Map Date: March 21, 2014