

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 as Exhibit B.
- 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), 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. Any response vehicle with staffing of two or less will not be counted as part of the response matrix for the initial response but may be considered as a resource to utilize during the initial attack and during overhaul. 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. If any two person response vehicle responds to the following Priority 1 Emergency Medical Service calls, Cardiac Arrest/Non-Breather, Gunshot or Stabbing, and Motor Vehicle Accident (MVA), the closest additional Fire Unit will also be dispatched. 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 with 3 career staff 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.

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 a 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 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 Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability. Specifically, both agencies will support the

Computer Aided Dispatch (CAD) interagency interface (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.
- l) Agreement Evaluation. The parties to this agreement shall meet to evaluate the effectiveness of the agreement. The first performance period will be during the month of January 2015. . Subsequent agreement evaluation meetings will be conducted annually, at a minimum in January of each year. It is agreed that if one of the parties desires to meet prior to the next annual meeting such a meeting will be scheduled at a mutually convenient date/time for all parties. Areas of evaluation to include, but are not limited to; aid provided, number of unit responses, first arriving unit response time, effective firefighting force time, and cardiac arrest survivability with an emphasis on what changes, if any, need to be made to ensure the delivery of fire suppression and emergency services by responding with the closest units when necessary to protect life and property has been maximized and that the agreement is beneficial to both the District and the City.

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, attorneys, 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, attorneys, 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 and B) 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: _____
Michael Del Puppo
Board President

Date: _____

Date: _____

By: _____
Kerri Donis
Fire Chief

By: _____
Mark A. Johnson
Fire Chief

Date: _____

Date: _____

APPROVED AS TO FORM:
FRESNO CITY ATTORNEY

APPROVED AS TO FORM:
DISTRICT LEGAL COUNSEL

By: BCA
Brandon M. Collet
Deputy City Attorney

By: _____
William D. Ross
District Counsel

Date: 10/2/14

Date: _____

ATTEST:
FRESNO CITY CLERK

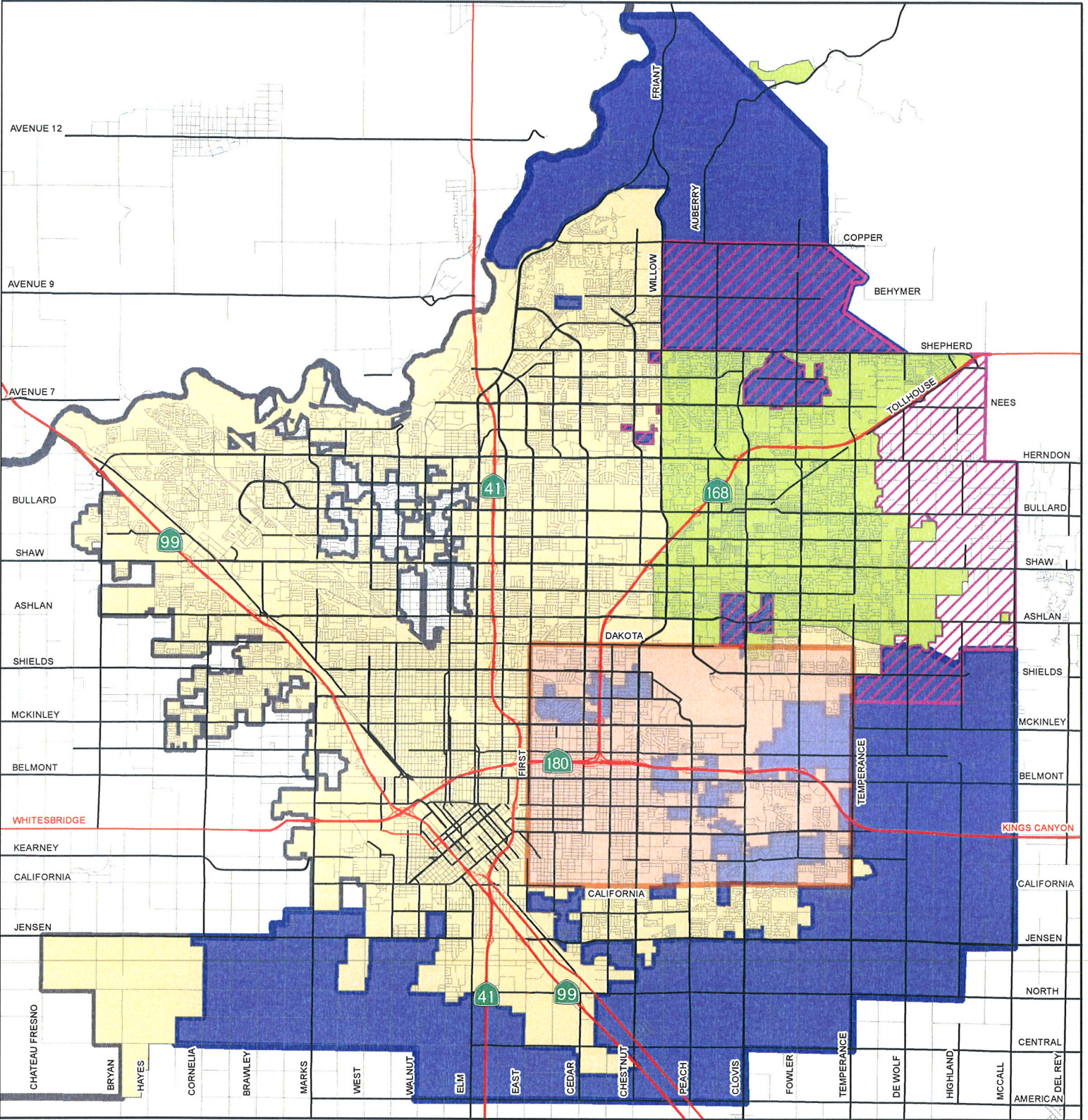
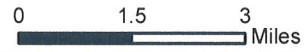
By: _____
Deputy

Date: _____







Attachment: Exhibit A – Map
Exhibit B – Response Matrix

Fresno Draft Auto Aid Area

1 in = 2.5 miles



Legend

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

Problem Nature Discription	Response Priority	CAD Code	Incident Type	FFD/NC Metro	FCFPD
Aid-Mutual Aid	Mutual Aid	65A3	BC Approval	BC Approval	
Aircraft-Alert I	Aircraft Emergency	51C2	124	2 ARF, 1 E	
Aircraft-Alert II	Aircraft Emergency	51C1	125	2 ARF,2E,1T*, BC,I	
Aircraft-Alert III	Aircraft Emergency	51D1	128	2 ARF,5E,2T*,BC,I	
Aircraft-Crash (On FYI)	Aircraft Emergency	51D1	128	3 ARF,5E,2T*,BC,I	2E, 1WT, 1BC
Aircraft-Crash (Off FYI)	Fire	80	135	5E, 2T, BC, I	2E, 1WT, 1BC
Aircraft-Emergency Landing	Fire	81	135	5E, 2T, BC, I	2E, 1WT, 1BC
Alarm-CO Alarm (No Pts)	Special Duty	86	Pts)	No FFD Response	1E
Alarm-Commercial	Still Alarm	52C3	Alarm-Commercial	1E or 1T	1E
Alarm-Commercial with Reset	Special Duty	52C3R	with Reset	1E or 1T	1E
Alarm-Residential	Still Alarm	52B1	Alarm-Residential	1E or 1T	1E
Alarm-Residential with Reset	Special Duty	52B1R	Reset	1E or 1T	1E
Alarm-Tamper Alarm	Special Duty	52B5T	Alarm-Tamper Alarm	1E or 1T	1E
Alarm-Testing	No Fire Response	25	No Fire Response	N/A	0
Alarm-Trouble Alarm	No Fire Response	87	Alarm-Trouble Alarm	No FFD Response	0
Citizen Assist-Animal Problem	In Service Detail	53A3	Problem	1E or 1T	1E
Citizen Assist-Bees	Special Duty	53A3B	Citizen Assist-Bees	1E or 1T	1E
Citizen Assist-Other	Special Duty	53A2	Citizen Assist-Other	1E or 1T	1E
Citizen Assist-Pt Locked in Vehicle	Emergency Call (Summer)	53B1	n Veh-S	1E or 1T	1E
	Special Duty (Winter)	53B1	n Veh-W	1E or 1T	1E
Electrical-Arcing in Structure	Still Alarm	55B1	Structure	(1E) or (1T,1E)	4E, 2WT, 1BC
Electrical-Arcing Power Lines	Special Duty	55A1	Power Lines	1E or 1T	1E
Hazards	Special Duty	55C2	w Haz	1E or 1T	1E
Electrical-Power Lines Down	Emergency Call	55B2	Down	(1E) or (1T,1E)	1E
Fire-Apartment	Fire	69D4	Fire-Apartment	5E, 2T, 1BC	4E, 2WT, 1BC
Fire-Commercial	Fire	69D3	Fire-Commercial	5E, 2T, 1BC	4E, 2WT, 1BC
Fire-Out Bldg Fire	Still Alarm	69D8	Fire-Out Bldg Fire	2E, 1T, 1BC	4E, 2WT, 1BC
Fire-Outside	Still Alarm	67D3	Fire-Outside	(1E) or (1T,1E)	1E
Fire-Oven Fire (Contained)	Still Alarm	69C1	(Contained)	(1E) or (1T,1E)	1E
Fire-Residential	Fire	69D5	Fire-Residential	3E,1T,1Eor1T,1BC	4E, 2WT, 1BC
Fire-Vegetation (Large)	Still Alarm	67D1	(Large)	2E, 1BC	2E

Fire-Vegetation (Small)	Still Alarm	67D2	(Small)	1E *seasonal	2E
Fire-Vehicle	Still Alarm	71C1	Fire-Vehicle	(1E) or (1T,1E)	1E
Fire-Warming	Special Duty	67B3	Fire-Warming	1E or 1T	1E
Gas Leak-Fuel Spill/Leak (Small)	Special Duty	59B1	Spill/Leak(Sm)	1E or 1T	1E
Gas Leak-Fuel Spill/Leak (Large)	Emergency Call	59C1	Spill/Leak(Lrg)	(1E) or (1T,1E)	1E
Gas Leak-Natural Gas (Rupture)	Emergency Call	60D4	139	1E, 1T	1E
(Inside)	Emergency Call	60C1	Leak(In)	(1E) or (1T,1E)	1E
(Outside)	Special Duty	60B1	NaturalGasLk(Outside)	1E or 1T	1E
Abandoned Waste	Special Duty	61A1	Abandoned Waste	1E or 1T	1E
HazMat	HazMat	61D1	161	1Eor1T,HMRT,1BC	2E, 1BC
Investigation-Fire Reported Out	Special Duty	69C2	Out	1E or 1T	1E
Investigation-Odor Gas (Outside)	Special Duty	60B2	(Outside)	1E or 1T	1E
Investigation-Odor Smoke (Inside)	Still Alarm	68A2	(Inside)	(1E) or (1T,1E)	4E, 2WT, 1BC
(Outside)	Special Duty	68A2O	(Outside)	1E or 1T	1E
Investigation-Smoke (Outside)	Still Alarm	68C1	(Outside)	(1E) or (1T,1E)	1E
Location)	Special Duty	68A1	Location)	1E or 1T	1E
Investigation-Strange Odor w/o Pts	Special Duty	66A1	w/o Pts	1E or 1T	1E
Investigation-Strange Odor with Pts	HazMat	66C1	136	1E or 1T, HMRT	2E, 1BC
Med-(Priority 1 - Life Threatening Emergency)	Med-(Priority 1 - Life Threatening Emergency)		Respiratory or Cardiovascular	1E or 1T	1E
Threatening Emergency)	Threatening Emergency)			No FFD Response	1E
Med3-(Priority 3 - Non-Emergent)	Med3-(Priority 3 - Non-Emergent)			No FFD Response	0
Traffic Accident	Traffic Accident			1E or 1T	2E
Traffic Accident - Rollover- Pin-in	Traffic Accident - Rollover- Pin-in			1E and 1T, 1BC	2E
Traffic Accident - MCI	Traffic Accident - MCI			2E or 2T, 1BC	2E
Rescue-Building Collapse	Rescue	54B1	132	1E, 1T, TRT1, 1BC	3E, 1US&R, 1BC
Rescue-Confined Space	Rescue	54D1	108	1E, 1T, TRT1, 1BC	3E, 1US&R, 1BC
Rescue-Entrapment	Rescue	58D1	108	1E, 1T, TRT1, 1BC	3E, 1US&R, 1BC
Rescue-High Angle	Rescue	62D1	150	1E, 1T, TRT1, 1BC	3E, 1US&R, 1BC
Rescue-Jumper	Emergency Call	89	Rescue-Jumper	1Eor 1T,TRT2,1BC	3E, 1US&R, 1BC
Rescue-Other (See Comments)	Rescue	85	109	1E, TRT1	3E, 1US&R, 1BC
Rescue-Stuck in Elevator	Special Duty	56A1	Elevator	1E or 1T	3E, 1US&R, 1BC
Rescue-Water	Rescue		140	1E, 1T, TRT2, 1BC	3E, 1US&R, 1BC
Train-Accident	Medical Aid	70D10	148	1E or 1T	3E, 2WT, 1BC

Train-Derailment	Hazmat	70D4	138	1E, HMRT	3E, 2WT, 1BC
Non-Injury head	Emergency Call	53B4	117	1E or 1T	3E, 1US&R, 1BC
leak w/o elec. haz	Emergency Call	53A6	130	1E or 1T	1E
leak with elec. haz	Special Duty	53A4	w/o ElecHaz	1E or 1T	1E
Water Problem-Hydrant Leak	Emergency Call	53C1	131	1E or 1T	1E
hydrant	In Service Detail	53O6	Leak	In Service Detail(1E)	1E
non fire related	Special Duty	53O3	off Hydrant	1E or 1T	1E
	Emergency Call	53O5	134	1E or 1T	1E