



MEMORANDUM

Date: March 11, 2024

To: Board Directors

Attn: John Arabian
President

From: Fire District Staff

Subject: Madera County Fire Automatic Aid Agreement

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

We currently operate without a formal Automatic Aid Agreement with Madera County Fire. Staff is recommending establishing an Automatic Aid Agreement with Madera County Fire for the exchange of resources.

BACKGROUND:

We have long established relationships with many partner agencies that surround and support our District and have formalized that through the establishment of an Automatic Aid Agreement. Madera County Fire has recently increased their operational capacity by adding staffing at several locations, as well as adding additional facilities. We have historically agreed to assist one another with resources, but this has been accomplished without an official contract.

DISCUSSION:

Automatic Aid Agreements formalize and streamline the process of exchanging resources between two or more entities. Our stand agreement has been reviewed and approved by the Madera County Board of Supervisors. This agreement would strengthen our relationship with Madera County Fire and help to eliminate any issues by formalizing the process. The concept would be similar to the existing agreements we have established with other agencies. Staff believes this a mutually beneficial agreement and allows for adjustments should changes in the future need to be reflected.

ALTERNATIVES:

1. Propose a different agreement or service area.
2. Take no action.

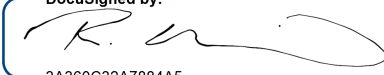
IMPACTS *(Consider potential consequences related to each of the following areas of concern for proposed alternatives):*

- Fiscal – No known impacts
- Operational – Streamline the process for exchanging resources
- Legal – No known impacts
- Labor - No known impacts
- Sociopolitical – Potential positive perception associated with cooperation between entities.
- Policy – No known impacts
- Health and safety - No known impacts
- Environmental - No known impacts
- Interagency – No known impacts

RECOMMENDATION:

It is recommended by Staff that the District Board of Director's approves the agreement for Automatic Aid with Madera County Fire.

APPROVED:

DocuSigned by:

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Ryan Michaels, Division Chief

3/11/2024

Date

**FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE COUNTY OF MADERA
AGREEMENT FOR AUTOMATIC AID
FIRE PROTECTION SERVICES**

This Automatic Aid Agreement ("Agreement") is entered into and effective ("Effective Date"), between the County of Madera, a political subdivision of the state of California, on behalf of its Fire Department ("County") and the Fresno County Fire Protection District ("District"), a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 et seq.) with respect to the following Recitals, which are incorporated as a substantive part of this Agreement. The County and District are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the Parties have the power to provide Fire Protection Services and desire to enter into a contract to provide such services consistent with the authority granted under California Government Code Section 55632 and California Health & Safety Code Sections 13050 and 13861 -13863; and

WHEREAS, it is to the mutual advantage of the County and the District to provide each other with, and coordinate in advance the help and aid of their respective fire companies in the event of fires, rescues, medical, and other emergencies; and

WHEREAS, the Parties desire to maximize the delivery of Fire Protection Services in their respective jurisdictions by responding with the closest units without duplication of services, as necessary to protect life or property; and

WHEREAS, an agreement to provide Automatic Aid is beneficial to the public, the District, and the County; and

WHEREAS, the Parties agree that this Agreement for Automatic Aid shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid that may be in effect now or in the future.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

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) "Appropriate 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.
- b) "Agreement Area" shall mean the response area within the County and covered by this Agreement.
- c) "Requesting Party" shall mean any Party to this Agreement that requests Fire Protection Services as defined by this Agreement within its jurisdiction from the other Party to this Agreement.
- 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) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- f) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.

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- g) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- h) "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.
- i) "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.

2. Furnishing of Fire Protection Services. The Party with the Appropriate Nearest Available Fire Unit/s shall furnish Fire Protection Services within the jurisdiction of the Party requesting such service pursuant to the following provisions:

- a) That 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 "Appropriate Nearest Available Unit" concept which forms the basis for this Agreement.
- b) The Agreement Area covered by this Agreement is the response area within Madera County and depicted in Exhibit A. The response area within Fresno County is depicted in Exhibit B.
- c) The Responding Party shall respond with the unit/s requested, provided such unit/s is/are available and closer to the reported incident than units of the requesting

party. This Agreement is limited to fire resources assigned or otherwise located within the Agreement Area.

- d) The Responding Party is not obligated to furnish any Fire Protection Services if apparatus, equipment, personnel, or any combination thereof is not available as determined by their respective Fire Chief or their designated representative.
- e) Both Parties agree to release the other Party's resources at the earliest opportunity from any incident to which they respond.
- f) District Obligations to the County. Except as otherwise set forth herein, the District agrees to provide the following to the County:
 - 1) The District will respond with up to two (2) fire units as Automatic Aid to all emergency incidents within the County as set forth in the Agreement Area. The responding fire unit will include a minimum of two (2) career staffed personnel per fire unit.
 - 2) Any requests for assistance outside of the established Agreement Area except for defined contract obligations, or not identified herein, will be considered a Mutual Aid request and each request will be subject to authorization by the Responding Party, and will be based on availability rather than by the Nearest Available Fire Unit.
 - 3) All services provided by either the County or the District under this Agreement shall be performed without monetary compensation for the first twelve (12) hours of the incident. If the incident exceeds twelve (12) hours, the equipment would then transition to Assistance By Hire (ABH) retroactive back to the time of dispatch utilizing the rates established under California

Emergency Management Agency and Civil Defense Master Automatic Aid Agreement. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions if the duration of the incident last less than twelve (12) hours.

g) County's Obligations to the District. The County agrees to provide the following to the District:

- 1) The County will respond with up to two (2) fire units as Automatic Aid to all emergency incidents within District as set forth in the Agreement Area. The responding fire unit will include a minimum of two (2) career staffed personnel per fire unit.
- 2) Any requests for assistance outside of the established Agreement Area except for defined contract obligations, or not identified herein, will be considered a Mutual Aid request and each request will be subject to authorization by the Responding Party, and will be based on availability rather than by the Appropriate Nearest Available Fire Unit.
- 3) All services provided by either the County or the District under this Agreement shall be performed without monetary compensation for the first twelve (12) hours of the incident. If the incident exceeds twelve (12) hours, the equipment would then transition to Assistance By Hire (ABH) retroactive back to the time of dispatch utilizing the rates established under California Emergency Management Agency and Civil Defense Master Automatic Aid Agreement. The mutual advantages, protections, and services afforded by

this Agreement are mutually agreed to be adequate compensation to both jurisdictions if the duration of the incident last less than twelve (12) hours.

- h) Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.
- i) 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 report to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
- j) The first arriving officer will be the Incident Commander (IC) until relieved by an officer of the agency with jurisdictional responsibility or authority. All apparatus at the scene of an emergency will be under the command of the IC on scene. 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 as separate agencies.
- k) If an IC requires additional resources to augment the emergency response, he/she shall order them through the agency with jurisdictional authority for the incident.
- l) The Incident Command System (ICS) shall be used on every incident.

3. Other Responsibilities and Obligations of the County and the District. The County and the District agree to the following additional responsibilities and obligations:

- a) Mutual Training. The Parties shall conduct mutual trainings to assure employees are familiar with protocols and equipment utilized by the other Party.

- b) Common Radio Communications. The Parties shall work cooperatively to develop and maintain common radio communication protocols to assure adequate communication exists, while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability.
- c) Notifications. When advised of an emergency incident within the other's jurisdiction, each Party will make immediate notification of the incident to the jurisdictional agency.
- d) Protective Equipment, Tools, and Equipment. Ensure that all personnel respond in and use properly maintained and serviced Personal Protective Equipment (PPE), firefighting, rescue tools and equipment, specified by the sending Party's policies and consistent with State and Federal Mandates.
- e) Training Mandates. All personnel of either Party responding in the other Party's jurisdiction will be trained and qualified consistent with State Training and Safety Mandates, including, but not limited to, those formulated by the California Division of Occupational Safety and Health, as well as other training including, but not limited to, Fire Apparatus Driver/Operator Professional Qualifications, Hazardous Materials First Responder Operations, First Responder Medical, CPR, and Confined Space Rescue Awareness. All personnel of either Party responding in the other Party's jurisdiction shall be trained and qualified consistent with any applicable Federal Training and Safety Mandates.

f) Workers' Compensation. Each Party shall provide and maintain statutory California workers' compensation coverage and employer's liability coverage, for not less than the statutorily required amount per occurrence for all of its own employees engaged in providing fire protection and emergency services assistance under this Agreement.

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 Services outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

5. Liability and Indemnification.

a) Each Party agrees to indemnify and hold harmless the other, its officers, elected and appointed officials, employees, volunteers, and Paid-Call-Firefighters, or agents from and against all claims, damages, losses, and expenses, including attorney fees, caused in whole or in part by a negligent act or omission on their part, or any of their officers, elected or appointed officials, employees, volunteers, and Paid-Call-Firefighters, except when caused by the sole negligence or willful misconduct of the other Party. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than One Million Dollars (\$1,000,000).

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b) Each Party shall be responsible for any damage to its equipment or injury to its personnel that occurs during performance under this Agreement, except to the extent such damage or injury is caused by the negligent act of or willful misconduct or omission of the other Party or the other Party's elected or appointed officers, employees, volunteers, and Paid-Call-Firefighters or agents.

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 Agreement section 3 herein.

7. Third Parties. Unless otherwise set forth herein, this Agreement shall not be construed as or deemed an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

8. Assignment. This Agreement shall be binding on the successors and assigns of the Parties hereto, except that no Party shall assign this Agreement without the prior written consent of the other Party.

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 authorized designees.

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10. Term, Modification and Termination of Agreement.

- a) This Agreement shall commence upon execution and shall continue until terminated by either Party. This Agreement may be terminated by either party upon 60 days prior written notice to the other Party. To be effective, the notice must be in writing, signed by the Chairperson of the Party's governing body (or his designee), and delivered to the other Party at the address set out below, either by personal delivery or by certified U.S. mail (postage prepaid, return receipt requested).

If to the County: Fire Chief
Madera County Fire Department
200 W. 4th Street
Madera, CA 93637
(559) 661-5190

With Copy to:
Clerk of the Board of Supervisors
200 W. 4th Street
Madera, CA 93637

If to the District: Fire Chief
Fresno County Fire Protection District
210 S. Academy Ave.
Sanger, CA 93657
(559)

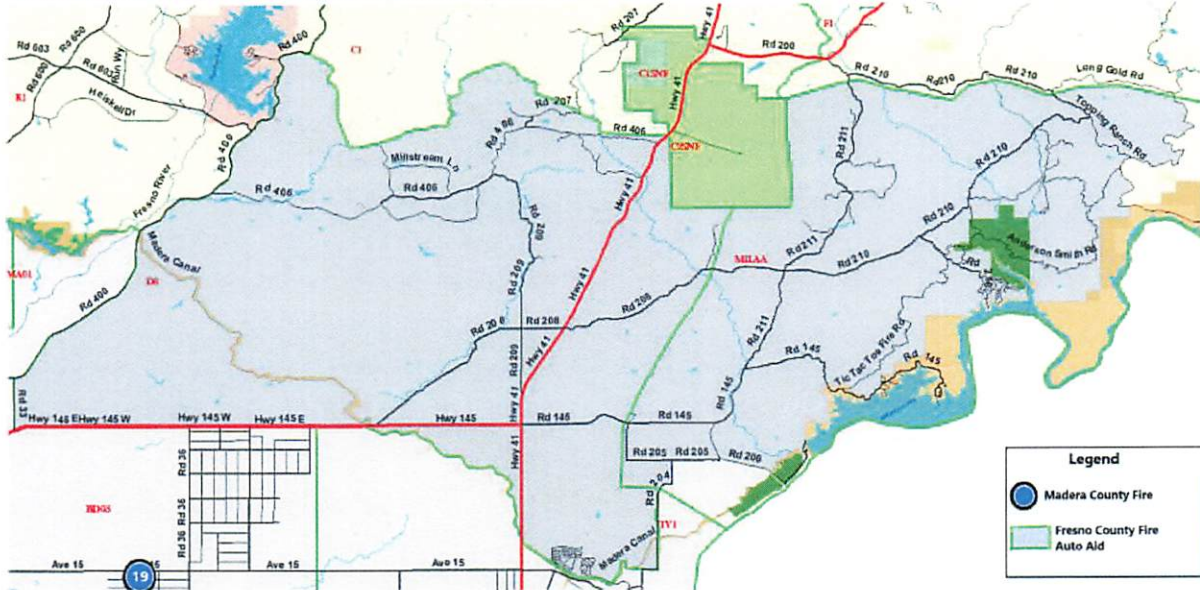
- b) This Agreement may only be modified in writing by mutual consent of the Parties.

11. Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the United States and the State of California.

12. Entire Agreement. This document (including the attached Exhibit A and Exhibit B) sets forth the entire agreement of the Parties with respect to automatic aid and supersedes all prior discussions, negotiations, understandings, or agreements of the

Exhibit A – Madera County Limit Map

Fresno County Fire Auto Aid / Response Areas North of Highway 145



Fresno County Fire Auto Aid / Response Areas South of Highway 145

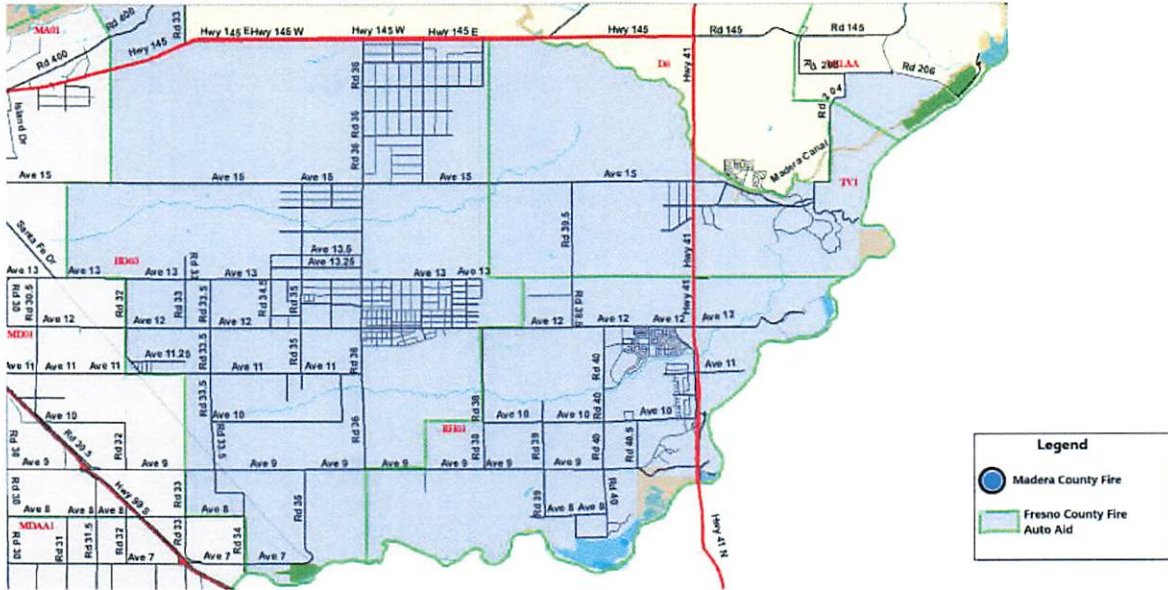


Exhibit B – Agreement Area Map

Approved as to Legal Form:
COUNTY COUNSEL

Crystal M.
By Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US O
= LOZANO SMITH
Date: 2024.01.23 11:56:38 -08'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:
COUNTY OF MADERA; and

FRESNO COUNTY FIRE PROTECTION DISTRICT

TITLE OF CONTRACT:
FRESNO COUNTY FIRE PROTECTION DISTRICT

AND THE COUNTY OF MADERA AGREEMENT

FOR AUTOMATIC AID FIRE PROTECTION SERVICES
