

**MADERA COUNTY FIRE DEPARTMENT AND NORTH CENTRAL
FIRE PROTECTION DISTRICT AGREEMENT FOR AUTOMATIC
AID FIRE SUPPRESSION AND EMERGENCY SERVICES**

THIS AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES (this "Agreement") is made and entered into on the 26th day of May, 2022, by and between the MADERA COUNTY, a political subdivision of the State of California, hereinafter called "MCFD" and NORTH CENTRAL FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "NCFPD."

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; and

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

WHEREAS, an agreement to provide automatic aid is beneficial to both parties; 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; and

WHEREAS, NCFPD does and MCFD does not participate in the Fresno County Operational Area Mutual Aid Agreement with the other fire agencies within Fresno County for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department; and

WHEREAS, this Agreement addresses requesting automatic aid and mutual aid in connection with any incident by either party respectively.

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 NCFPD and extending into the unincorporated areas serviced by the MCFD as defined in Exhibit A, "***Automatic Aid Service Area***" map with outlined boundaries is attached to this Agreement (Exhibit "A,") and incorporated herein by this reference, shall be updated if needed 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 staffed with career firefighting personnel. Each fire apparatus shall be known as a "Fire Unit".
- 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 Response" shall mean immediate response and use of red lights and siren by responding units.
- g) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; emergency rescue; 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) "Standard Response Plan" shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident.
- j) "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. Mutual Aid is a provision of resources (personnel, apparatus and equipment) to a requesting jurisdiction already engaged in emergency operations, which have exhausted or will shortly exhaust local resources

SECTION 2. FURNISHING OF FIRE SUPPRESSION AND EMERGENCY SERVICES.

Purpose: By entering into this Agreement, the parties desire to enhance their abilities to provide fire suppression and emergency services by sharing resources when and where appropriate for emergency incident mitigation. To effectuate this purpose, the parties agree that their respective agencies will respond with their nearest available Fire Unit(s) within the attached defined *Automatic Aid Fire Protection Service Area* (Exhibit "A"). Neither agency 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 pertaining to the Fire Protection Services shall adhere as closely as practical to the "Nearest Available Fire Unit" concept which forms the basis for this Agreement.
- b) NCFPD Obligations to MCFD. NCFPD agrees to provide the following to the MCFD:
 - (1) Upon request of MCFD, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response

matrix. The responding Fire Unit will include at least three (2) career fire personnel.

- (2) Upon request of MCFD, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to the following emergency incidents, vegetation fires (small/Large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service is provided at no cost.
 - (3) Upon request of MCFD, the NCFPD will provide one water tender in addition to any previously assigned automatic aid resources.
 - (4) Any requests for assistance outside of the areas established or not identified herein shall be considered a Mutual Aid request as identified in the recitals and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.
- c) MCFD Obligations to NCFPD. The MCFD agrees to provide the following to NCFPD:
- (1) Upon request of NCFPD, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response matrix. The responding Fire Unit will include at least two (2) career fire personnel.
 - (2) Upon request of NCFPD, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to the following emergency incidents, vegetation fires (small/Large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service is provided at no cost.
 - (3) Upon request of the NCFPD, the MCFD will provide one fire unit to cover the area within the NCFPD, in support of draw down caused by emergency activity within the NCFPD Automatic Aid Service Area. This is a general agreement of intent and does not obligate the MCFD if its resources are unavailable.
 - (4) Any requests for assistance outside of the areas established or not identified herein would be considered a Mutual Aid Request and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF BOTH DISTRICT.

The NCFPD and MCFD agree to the following additional responsibilities and obligations:

- a) Mutual Aid was designed as a cost-effective solution to help mitigate the resource needs for those occurrences as well as for those rare major emergencies that border upon or are actually a disaster. Mutual aid is simply a plan designed to allow both fire districts to assist each other during a time when their district's resources have been exhausted or when specialized help or equipment is needed. This Agreement has been designed to minimize delays for both districts needing additional help when calling for mutual aid.

- b) Under this mutual aid Agreement, it is intended that both parties responsible for an emergency requiring mutual aid, releases the other parties' resource(s) provided at the earliest possible moment after mitigation measures have reduced the emergency occurrence demands to within the requesting district's capabilities. Mutual aid is not intended for standby or routine work during overhaul and investigation operations.
- c) Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.
- d) 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.
- e) Officer in Charge. The officer-in-charge of the first arriving unit shall be in charge of the incident until command is transferred to 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.
- f) Incident Commander. If an IC requires additional resources to augment the emergency response, they shall order them through the jurisdictional agency dispatch center of the agency having jurisdictional responsibility. There will always be one ordering point for any incident, and this will be determined by the agency which has jurisdictional authority for the incident.
- g) Early Release of Resources. Both parties agree to release the other agency's resources as quickly as operationally feasible to limit commitment times.
- h) Incident Command System. The incident Command System (ICS) shall be used on every incident.
- i) 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 their designee, the apparatus, equipment, personnel, or any combination thereof, is not available.
- j) Mutual Training. The parties shall conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other and are aligned with operational area policies.
- k) Common Radio Communications. The parties shall work cooperatively to develop and maintain common radio communications protocols to assure 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. If possible, 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 unit is recommended and utilized without unnecessary delays and develop specific operating procedures that ensure dispatching accuracy.

- l) 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.
- m) Protective Equipment. Ensure that all personnel respond in and use proper personal protective equipment (PPE) 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 NCFPD, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the MCFD, its officers, agents and employees from any and all losses arising or resulting from NCFPD's negligence and/or willful misconduct in providing services under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the MCFD or from acts not within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the NCFPD of governmental immunities including California Government Code Section 810 et seq.

The MCFD, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the NCFPD, its officers, agents and employees from any and all losses arising or resulting from MCFD's negligence and/or willful misconduct in providing services under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the NCFPD or from acts no within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the NCFPD of governmental immunities including California Government Code Section 810 et seq.

In the event of concurrent negligence on the part of NCFPD or any of its officers, officials, employees, agents or volunteers, and the MCFD 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.

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.

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. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

MADERA COUNTY

By: _____

Board Chairman

Date: _____

By: _____

Mike van Loben sels
Fire Chief

Date: _____

APPROVED AS TO FORM:
MCFD LEGAL COUNSEL

By: _____

MCFD Counsel

Date: _____

**NORTH CENTRAL FIRE PROTECTION
DISTRICT**

By: Ken Alchamir

Board Chairman

Date: 5-26-22

By: Tom Henry

Fire Chief

Date: 5-26-2022

APPROVED AS TO FORM:
NCFPD LEGAL COUNSEL

By: Kenneth Price

Kenneth Price
NCFPD Counsel

Date: 5-26-22

Attachment: Exhibit A - Map

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Approved as to Legal Form:
COUNTY COUNSEL

By Laurie Avedisian-
Favini

Digitally signed by: Laurie Avedisian-Favini
DN: CN = Laurie Avedisian-Favini email =
l.favini@lozanosmith.com C = AD
Date: 2022.04.06 16:33:06 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

MADERA COUNTY FIRE DEPARTMENT; and

NORTH CENTRAL FIRE PROTECTION DISTRICT

TITLE OF CONTRACT:

MADERA COUNTY FIRE DEPARTMENT AND

NORTH CENTRAL FIRE PROTECTION DISTRICT

AGREEMENT FOR AUTOMATIC AID FIRE

SUPPRESSION AND EMERGENCY SERVICES

Exhibit "A"

