

FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND CITY of FIREBAUGH  
AGREEMENT FOR  
AUTOMATIC AID  
FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between CITY of FIREBAUGH, a municipal corporation, hereinafter called "CITY" and the Fresno County Fire Protection District, a California Special District, organized under the Fire Protection District Law of 1987 (Health & Safety Code, § 13800 *et. seq.*), hereinafter called "DISTRICT". The City 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 City 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 and Mutual Aid is beneficial to the public, the District and the City; 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.

WHEREAS, the Parties agree that this Agreement for Mutual 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.

**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) "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. Both parties agree to continuously strive to minimize unnecessary

response delays to ensure that the integrity of the nearest available fire unit deployment strategy is achieved and maintained.

- b) "Responding Party" shall mean any Party to this agreement that receives a request for Fire Protection Services within the jurisdiction of the Requesting Party.
- c) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- d) "Emergency Medical Service" shall mean basic life support service, not including paramedic service.
- e) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- f) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- g) "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.
- h) "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.
- i) "Agreement Area" shall be the territorial areas of City and District as determined by the respective fire chiefs or designees.

## **SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES.**

The Party with the 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 "nearest available unit" concept which forms the basis for this Agreement.
- b) The territories covered by this Agreement are the City, and the territory of the District. The Agreement Area is depicted in Exhibit A, which is attached hereto and incorporated herein by reference.
- 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) Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.
- e) 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.
- f) 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.
- g) 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.
- h) The Incident Command System (ICS) shall be used on every incident.
- i) 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 the Fire Chief or his designated representative.
- j) Both Parties agree to release the other Party's resources at the earliest opportunity from any incident to which they respond.
- k) District Obligations to the City. Except as otherwise set forth herein, the District agrees to provide the following to the City:
  - (1) The District will respond with up to one (1) fire unit as Automatic Aid to all emergency incidents (Medical and Fire Responses) within the City upon request. The responding fire unit(s) will include a minimum of two career staffed personnel. This service is provided at no cost.
  - (2) The District will, if requested, provide up to one (1) fire unit for City coverage behind emergency activity when warranted.
  - (3) Any requests for assistance outside of the established Agreement Area 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.
  - (4) The District retains the right to claim such additional reimbursement as may be authorized by applicable law.
  - (5) Beginning on July 1, 2022, the District will pay the City a flat fee of \$25,000 per Fiscal Year (FY) for all Automatic Aid response services provided by the City. Annual payment for services will be made in the final month of the Fiscal Year (June).

- l) City's Obligations to the District. The City agrees to provide the following to the District:
  - (1) Upon request, the City will respond with at least one fire unit as Automatic Aid to emergency incidents (Medical and Fire Responses) within the District as set forth in the Agreement Area.
  - (2) The City will, if requested, provide one fire unit for District coverage behind emergency activity when warranted.
  - (3) Any requests for assistance outside of the Agreement Area 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 the Nearest Available Fire Unit.
  - (4) The City retains the right to claim such additional reimbursement as may be authorized by applicable law.

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

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

- a) Mutual Training. Conduct mutual trainings to assure employees are familiar with protocols and equipment utilized by the other Party.
- b) Common Radio Communications. 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 (AVL) 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, to 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. Personnel responding in the other Party's jurisdiction for technical rescue, *e.g.*, personnel responding to vehicle accident with confined space victim will meet or exceed State or Federal Mandated requirements for training and qualification for such rescues.

- 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 its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

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

#### **SECTION 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 \$1,000,000.
- 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.

#### **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.**

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.

**SECTION 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.

**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 authorized designees.

**SECTION 10.         TERM, MODIFICATION AND TERMINATION OF AGREEMENT.**

- a) This Agreement shall be effective as of the day and year hereinabove written and shall remain in effect and continue unless terminated by either party by giving sixty (60) day written notice of its intention to terminate.
  
- b) This Agreement may only be modified in writing by mutual consent of the Parties.

**SECTION 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. Venue for any action or proceeding arising out of or in connection with this Agreement shall be in Fresno County, unless otherwise mutually agreed upon in writing by the parties.

**SECTION 12.         ENTIRE AGREEMENT**

This document sets forth the entire agreement of the Parties with respect to automatic and mutual aid and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

IN WITNESS WHEREOF, the City and District, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above, and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

CITY OF FIREBAUGH

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Benjamin Gallegos  
Firebaugh City Manager

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Brady Jenkins  
Firebaugh City Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lozano and Smith Representative  
Firebaugh City Legal Counsel

Date: \_\_\_\_\_

By \_\_\_\_\_  
John Borboa, Fire Chief  
Firebaugh Fire Department

Date: \_\_\_\_\_

FRESNO COUNTY FIRE PROTECTION  
DISTRICT:

By \_\_\_\_\_  
Matt Furrer, Board President  
Fresno County Fire Protection District

Date: \_\_\_\_\_

By \_\_\_\_\_  
Dustin Hail, Fire Chief  
Fresno County Fire Protection District

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DISTRICT LEGAL COUNSEL

By \_\_\_\_\_  
William D. Ross

Date: \_\_\_\_\_