



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

## MEMORANDUM

**Date:** 1/10/20

**To:** Board Directors

**Attn:** Mike Del Puppo  
President

**From:** Fire District Staff

**Subject:** Fresno County MOU, Automatic Aid Agreement with Volunteer Companies

### BOARD OF DIRECTOR'S BRIEFING PAPER

#### ISSUE:

Staff is asking the Board of Directors to approve the Automatic Aid Agreement with the Volunteer Companies that are included in the Fresno County MOU Service Area.

#### BACKGROUND:

On July 10, 2018, the Fresno County Board of Supervisors approved a 20-year MOU with the District for the extension of services outside of the District's territories in exchange for financial support. This MOU requires that the District enter into formal Automatic Aid Agreements with the Volunteer Fire Companies in and adjacent to the service area to ensure efficient and effective organized emergency response coverage.

#### DISCUSSION:

The MOU provides escalated funding over the first six years under the premise of increasing service in the county's un-protected areas incrementally during this ramp-up period. The first phase of the agreement required that the District establish financial and operational support to these Volunteer Companies up to a \$10K credit per fiscal year. The District has established these accounts and has been actively engaged in supporting these companies since the MOU went into effect. The next phase of the MOU requires the establishment of a formal Auto Aid Agreement between the District and these Volunteer Fire Companies: Pine Ridge,

Huntington Lake, Big Creek, Mountain Valley, and Hume Lake. The Budget Sub-Committee Members will research, develop, and recommend a staffing and implementation plan that meets the terms and intent of the MOU. The premise of the agreement is to provide mutually beneficial services utilizing the nearest resource deployment concept. The District will provide up to two fire apparatus within the County MOU service area and the Volunteer Companies will provide one apparatus each to responses within the service area. In addition, the District's standard training, insurance, and indemnification clauses are included in the Agreement text.

**ALTERNATIVES:**

1. The Board chooses not to approve the Auto Aid agreement and directs staff to make desired edits for consideration at a later date.

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

- Fiscal – No known impact.
- Operational – This Agreement will ensure enhanced emergency service delivery in the County MOU service area as required by the County of Fresno.
- Legal – No known impact.
- Labor – No known impact.
- Sociopolitical – No known impact.
- Policy – No known impact.
- Health and Safety – No known impact.
- Environmental – No known impact.
- Interagency – No known impact.

**RECOMMENDATION:**

Staff is recommending that the Board of Directors authorize the Budget Sub-Committee to develop and recommend an MOU Staffing and Implementation Plan for consideration in the 2018/19 Final Budget.

**APPROVED:**

  
Chris Bump, District Operations Chief

1/10/2020  
Date

**FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND EASTERN FRESNO COUNTY VOLUNTEER FIRE DEPARTMENT'S  
AGREEMENT FOR AUTOMATIC AID FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into on the \_\_\_ day of January 2020, by and between the Hume Lake Volunteer Fire Department, Huntington Lake Volunteer Fire Department, Mountain Valley Volunteer Fire Department, Pine Ridge Volunteer Fire Department, Big Creek Volunteer Fire Department; all organized Volunteer Fire Companies that are duly registered with the Secretary of State in California as non-profit corporations hereinafter called "VFD's" 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 VFD's 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 Parties 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 or protection areas 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 VFD's; and

WHEREAS, the Parties agree that this Agreement for Automatic/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.

WHEREAS, the Parties agree that this Agreement will remain in force for all signatories for the duration that the July 10, 2018 Memorandum of Understanding (MOU) between the County of Fresno and the Fresno County Fire Protection District is in effect. Dissolution of the MOU will cause concurrent dissolution of this agreement.

**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 County and District depicted in Exhibits A-1 and A-2, respectively.

**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 Fresno County, and the territory of the District. The Agreement Area is depicted in Exhibit A-1 and A-2, respectively, 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. 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 the Fire Chief or his 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) Both Parties agree that the operational premise of this agreement is to provide and maintain the closest available resource response concept.
- g) District Obligations to the Parties. Except as otherwise set forth herein, the District agrees to provide the following to the VFD's:
- (1) The District or its agent(s), will respond with up to two fire unit(s) as Automatic Aid to any emergency incidents (Medical and Fire Responses) upon the request of the VFD's.
  - (2) The District will, as a condition of its July 10, 2018 Memorandum of Understanding (MOU) with the County of Fresno for enhanced fire protection services will provide the following services to the VFD's:
    - A) Shall Provide up to a \$10,000 credit to the VFD's and make direct invoice payments, in each fiscal year, to be utilized for the following categories:
      - Fire Apparatus repair and maintenance to meet State and Federal standards.
      - The Purchase and maintenance of firefighting tools and equipment.
      - Purchasing and maintaining required insurance policies for liability, equipment, and worker's compensation coverages.
      - Provide training that meets State and Federal fire service standards.
  - (3) Any requests for assistance outside of the established terms 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.
- h) VFD's Obligations to the Parties. The VFD's agrees to provide the following to the Parties:
- (1) Upon request, the VFD's will respond with up to one fire unit(s) as Automatic Aid to any emergency incidents (Medical and Fire Responses) within the District or County as set forth in the Agreement Area.

(2) Any requests for assistance outside of the established terms 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.

- i) Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.
- j) 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.
- k) The first arriving officer will be the 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 or protection area authority. Every effort will be made to operate as a single attack force rather than as separate agencies.
- l) 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.
- m) The Incident Command System (ICS) shall be used on every incident.

**SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.**

The VFD's and the District agree to the following additional responsibilities and obligations:

- a) **Mutual Training.** Conduct mutual trainings to assure members are familiar with protocols and equipment utilized by the other Party.
- b) **Mobile Equipment.** Parties agree that personnel will respond in apparatus or vehicles that meet California Vehicle Code, State and Federal Department of Transportation (DOT), and National Fire Protection Association (NFPA) 1911/1915 standards.
- c) **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.

- d) **Notifications.** When advised of an emergency incident within the other's jurisdiction or protection area, to make immediate notification of the incident to the jurisdictional agency.
- e) **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.
- f) **Training Mandates.** All members of either Party responding in the other Party's jurisdiction or protection area 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.
- g) **Workers' Compensation.** Each Party shall provide and maintain statutory California Workers' Compensation Coverage and employer's Comprehensive/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 and equipment (including but not limited to State and Federal Training Mandates as required for California firefighters, relief, disability, and worker's compensation) 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 all parties. A signatory party may choose to terminate their participation in the agreement by giving sixty (60) day written notice of intention to terminate to the remaining parties. Intention to terminate by one signatory party will not constitute termination by all parties.
  
- 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.

**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 Hume Lake Volunteer Fire Department, Pine Ridge Volunteer Fire Department, Big Creek Volunteer Fire Department, Huntington Lake Volunteer Fire Department, Mountain Valley Volunteer Fire Department 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.

HUME LAKE VOLUNTEER  
FIRE DEPARTMENT:

By: \_\_\_\_\_

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

ATTEST:

By \_\_\_\_\_

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

HUNTINGTON LAKE VOLUNTEER  
DEPARTMENT:

By: \_\_\_\_\_

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

ATTEST:

By \_\_\_\_\_

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

PINE RIDGE VOLUNTEER FIRE  
DEPARTMENT:

By: \_\_\_\_\_

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

By \_\_\_\_\_

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

BIG CREEK VOLUNTEER FIRE  
DEPARTMENT:

By: \_\_\_\_\_

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

By \_\_\_\_\_

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

**MOUNTAIN VALLEY VOLUNTEER  
FIRE DEPARTMENT:**

By:

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

By \_\_\_\_\_

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

**FRESNO COUNTY FIRE PROTECTION  
DISTRICT:**

By \_\_\_\_\_

Michael Del Puppo, Board President

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

By \_\_\_\_\_

Mark A. Johnson, Fire Chief

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

**APPROVED AS TO FORM:  
DISTRICT LEGAL COUNSEL**

By \_\_\_\_\_

William D. Ross

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