

**AUTOMATIC AID FIRE PROTECTION SERVICES
AGREEMENT BETWEEN
THE CITY OF COALINGA
AND
THE FRESNO COUNTY FIRE PROTECTION DISTRICT**

This Automatic Aid Agreement ("Agreement") is entered into and effective July 1, 2024 ("Effective Date"), between the City of Coalinga, a charter city ("City") 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 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 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.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

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) "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) "ALS" shall mean Advanced Life Support.
- e) "BLS" shall mean Basic Life Support.
- 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; 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 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 territories covered by this Agreement are the city limits of Coalinga, and the territory of the District surrounding the City of Coalinga ("Agreement Area"). The city limit of Coalinga and the Agreement Area are 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) 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) 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 two fire units and one Chief Officer as Automatic Aid to all emergency incidents within the City. The responding fire units will include a minimum of two career staffed personnel per fire unit. This service is provided at no cost.
 - 2) The District will, if requested, respond with the Technical Rescue Team to all technical rescue incidents within the City. This service is provided at no cost.
 - 3) The District will, at the request of the Incident Commander (IC), respond with breathing support for any incident that warrants breathing support. This service is provided at no cost.
 - 4) Upon the need for coverage assistance in the City, due to high activity or apparatus draw down, the District will provide a fire unit for emergency response. This service is provided at no cost.
 - 5) 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. These services will be provided at no cost.
 - 6) District retains the right to claim such additional reimbursement as may be authorized by applicable law.
- g) City's Obligations to the District. The City agrees to provide the following to the District:
 - 1) The City will respond with up to two fire units and one Chief Officer as Automatic Aid to all emergency incidents within District as set forth in the Agreement Area. The responding fire units will include a minimum staffing level of two personnel per fire unit. This service will be provided at no cost to the District.
 - 2) 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. These services will be provided at no cost.

- 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 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 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 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 of its own employees engaged in providing fire suppression 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 \$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.

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.

10. Term, Modification and Termination of Agreement. This Agreement shall be effective as of the day and year hereinabove written and shall remain in effect only for the duration of any valid Property Tax Allocation Agreement between the City and the District, or until terminated pursuant to Agreement section 10(b).

- a) This Agreement may be terminated only by mutual consent of both Parties as to its rights and obligations under this Agreement 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 City: Fire Chief, City of Coalinga Fire Department
300 W Elm Ave, Coalinga, CA 93210

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

- 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 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 Agreement 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.

FRESNO COUNTY FIRE PROTECTION DISTRICT

CITY OF COALINGA

By: _____
John Arabian, Board President

By: _____
Marissa Trejo, City Manager

Date: _____

Date: _____

By: _____
Dustin Hail, Fire Chief

By: _____
Greg DuPuis, Fire Chief

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

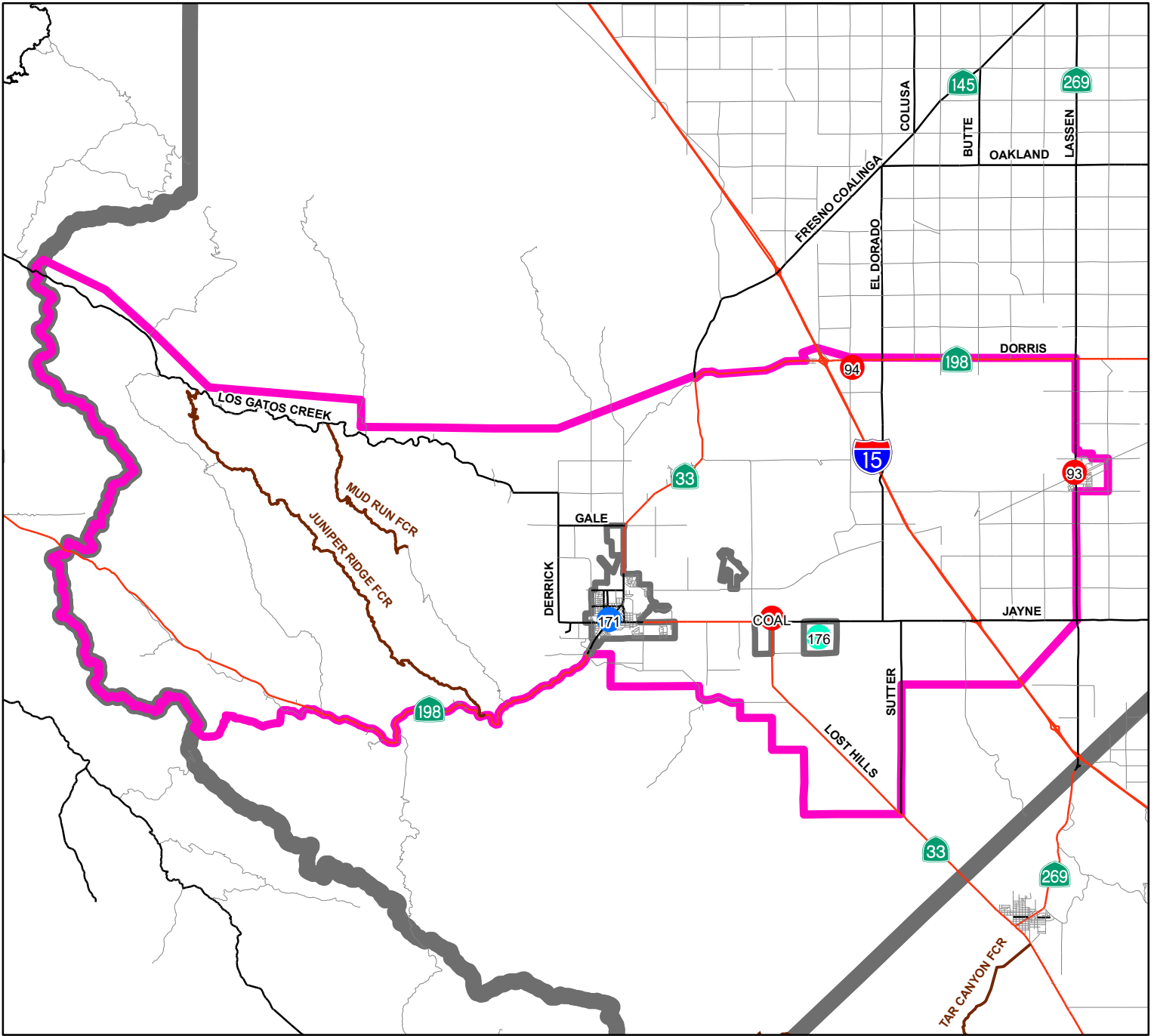
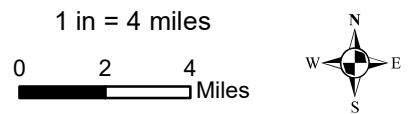
William D. Ross, District Counsel

Mario Zamora, City Attorney









Date: _____

Date: _____

Coalinga Auto Aid Area - Exhibit A



Legend

- | | | | |
|--|--------------------|---|------------------------|
|  | Highways |  | Fire Stations |
|  | Major Roads |  | City Fire Station |
|  | Local Roads |  | Coalinga Auto Aid Area |
|  | Fire Control Roads |  | City Limits |

Map Projection:
NAD 1983 California Teale Albers

Map Data: July 1, 2024