



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2019-270

MEETING: May 21, 2019

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Automatic Aid Agreement Between Mariposa and Merced County

RECOMMENDATION AND JUSTIFICATION:

Approve an Automatic Aid Agreement Between Mariposa County Fire Department and the Merced County Fire Department; and Authorize the Board of Supervisors Chair and the Fire Chief to Sign the Agreement.

Mariposa County Fire Department and the County and Merced Fire Department share geographic proximity to each other and are requesting to enter into an Automatic Aid Agreement. For mutual benefit and render reciprocal supplemental assistance in the event of fire or other local fire department emergencies. Mariposa County Fire and Merced County Fire shall be utilized whenever there is an incident as outlined in Addendum A, affording shorter response times and greater fire protection to persons and property in the Automatic Aid Response Areas.

All services provided by either Mariposa County Fire or Merced County Fire 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 the California Emergency Management Agency and Civil Defense Master Mutual Aid Agreement. The agreement states the assisting agency will be released expeditiously and typical suburban and commercial fire emergencies are mitigated in less than twelve (12) hours, there will be little impact on the current Mariposa County Fire operational budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Merced County Board of Supervisors has approved this automatic aid agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved the closest emergency fire equipment will not be responding causing longer response times and less protection to persons and property in the Automatic Aid Response Areas.

FINANCIAL IMPACT:

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There will be little financial impact on the Mariposa County Fire operational budget.

ATTACHMENTS:

Mariposa-Merced Co. AA Agreement Final (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**AUTOMATIC AID AGREEMENT BETWEEN
MARIPOSA COUNTY FIRE DEPARTMENT
AND THE
MERCED COUNTY FIRE DEPARTMENT**

RES. NO. 19-270

THIS AGREEMENT, made and entered into this 7th Day of May 2019, by and between the County of Mariposa (hereinafter referred to as "Mariposa County Fire") and the County of Merced (hereinafter referred to as "Merced County Fire").

WITNESSETH:

WHEREAS, the parties hereto are geographically located in proximity to each other within the Counties of Merced and Mariposa, and

WHEREAS, it is to the parties mutual benefit that each render reciprocal supplemental assistance in the event of fire or other local Fire Department related emergencies of a type common to both parties not covered by or within the scope of the California Emergency Management Agency and Civil Defense Master Automatic Aid Agreement, and

WHEREAS, the reciprocal assistance constitutes automatic aid arising out of convenience rather than out of extraordinary necessity, and

WHEREAS, automatic aid will be defined as an automatic first response to an emergency situation in a specific geographical area predefined by the respective agencies and denoted in the Computer Aided Dispatch (CAD); herein referred to as auto aid, and

WHEREAS, Automatic Aid will be defined as a requested response to an emergency situation as determined by the nature of the emergency and communicated through the emergency dispatch center to the requested agency, and

WHEREAS, both fire agencies are willing to provide Mutual and Automatic Aid to the other agency;

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

OPERATIONAL RESPONSE OF AUTOMATIC AID

A written Operational Response Plan (Addendum A) shall be mutually agreed upon by the Fire Chiefs of both agencies. This plan shall include specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability.

Response is defined in this agreement to mean the response of specified equipment as expressed in Addendum A, and may vary with availability. The responding agency shall provide appropriate available equipment in proximity to the designated location with appropriate trained personnel to operate the equipment and assist the firefighting purpose or other emergency activity with appropriate personal protective gear. Notwithstanding the above, no response shall require either agency to deplete its own fire protection resources to the detriment of its normal fire protection responsibilities.

Emergencies will be managed using the National Incident Management System (NIMS) / Incident Command System (ICS)

COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When either Mariposa County Fire or Merced County Fire responds auto-aid into the neighboring jurisdiction under this Agreement, the incident commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident that has jurisdiction of that incident.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the incident commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the scene of the emergency.

REPORTS AND RECORDS

The responsible jurisdiction shall be responsible for completing all required reports, including but not limited to, reports mandated by local or state government.

COMPENSATION

All services provided by either Mariposa County Fire or Merced County Fire under this Agreement shall be performed without monetary compensation for the first twelve hours of the incident. If the incident exceeds twelve 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 lasts less than twelve hours.

LIABILITY / HOLD HARMLESS

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

It is understood and agreed that neither Merced County Fire nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by Mariposa County Fire, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to Mariposa County Fire under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, Mariposa County Fire shall fully indemnify and hold harmless Merced County Fire from any damage or liability incurred by reason of any act or omission by Mariposa County Fire, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to Mariposa County Fire under this Agreement.

It is understood and agreed that neither Mariposa County Fire nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act or omission by Merced County Fire, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to Merced County Fire under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Merced County Fire shall fully indemnify and hold harmless Mariposa County Fire from any damage or liability incurred by reason of any act done or omission by Merced County Fire, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to Merced County Fire under this Agreement.

AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, 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. Any services performed or expenditures made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are suited within the respective jurisdictions defined herein.

TERM

This Agreement shall commence upon execution of this Agreement by both parties, and shall remain in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either Mariposa County Fire or Merced County Fire upon written notice of termination given to the other party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated beneath the signature of the parties hereto; or to such other address as may be designated by written notice.

REVIEW AND AMENDMENTS TO AGREEMENT

This Auto Aid Agreement contains all of the terms and conditions agreed to between the parties. The agreement shall receive periodic review. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.

Any such amendments shall be mutually agreed upon, consistent with this agreement, mutually beneficial and require the written consent of the Fire Chiefs of the parties.

EXCLUSIONS

Any requests for aid not covered in this Automatic Aid Agreement shall be handled under California Emergency Management Agency and Civil Defense Master Automatic Aid Agreement.

ENTIRE AGREEMENT

This agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties. No other contracts, oral or otherwise, regarding the subject matter of this Agreement shall have any validity or bind any of the parties unless specifically identified within the Agreement.

NOTICES

Information for notice to the parties to this Agreement at the time of endorsement of the Agreement is as follows:

Merced County Fire Department
3500 N Apron Ave
Atwater, CA 95301
(209) 385-7334

Mariposa County Fire Department
P.O. Box 162
Mariposa, CA 95338
(209) 966-4330


Any party may change its address or phone number by giving the other party notice of the change in any manner permitted by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

COUNTY OF MARIPOSA

By: 
Board of Supervisors
Mariposa County

Date: MAY 23 2019

By: 
Mike van Loben Sels, Fire Chief
Mariposa County Fire Department

Date: May 30th, 2019

COUNTY OF MERCED

By: 
Board of Supervisors
Merced County

Date: MAY 07 2019

By: 
Mike van Loben Sels, Fire Chief
Merced County Fire Department

Date: May 30, 2019

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL

Addendum A

OPERATIONAL RESPONSE PLAN

A. Emergency Response Guidelines:

To furnish fire protection personnel, equipment, materials, supplies, and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from one another.

Under terms of this agreement, the agencies will respond one engine to the following types of incidents within the response area of the Automatic Aid system:

- Medical Aids.
- Commercial, Residential and Wildland Fires.
- Haystack/Cotton Module Fires.
- Vehicle Fires.
- Vehicle Accidents.
- When an Incident Commander deems it necessary for additional equipment or department specific equipment, all agencies agree to respond as requested.

It is not the intent of this agreement that any participating agency routinely respond to dumpster fires (without structural impingement), fire alarms sounding, small nuisance fires, or PSA's outside of the normal response area, however if all jurisdictional equipment is committed, the next closest agency will respond by proximity regardless of jurisdiction.

B. Response Boundaries:

Merced County shall respond into the designated area in Mariposa County, and Mariposa County shall respond into the designated area in Merced County on the Auto Aide Agreement Boundary Map ("Auto Aide Map"). The Auto Aide Map is incorporated herein as Exhibit A.

C. Type of Response:

Merced County Fire automatic aid response shall consist of one Engine Company with a minimum of 1-0 staffing, responding into Mariposa County, those areas delineated and identified on the Auto Aide Map. Merced County Fire will provide the engine that has capabilities similar to that of a Type I engine. Merced County Fire's Water Tender is not part of this agreement and will still have to be requested through Mutual Aid if needed.

Mariposa County Fire automatic aid response shall consist of one Engine Company with a minimum of 1-0 staffing, responding into Merced

County, those areas delineated and identified on the Auto Aide Map. Mariposa County Fire will provide an engine that has capabilities similar to that of a Type 1 engine. Mariposa County Fire's Water tender is not part of this agreement and will still have to be requested through Mutual Aid if needed.

D. Guidelines Governing Response and Commitment to an Emergency:

- a. Immediate emergencies that require the use of red lights and sirens by responding fire vehicles shall be a part of this Agreement. Non Immediate calls such as public service assists, post fire investigations, and other responses that do not require the use of red lights and sirens shall not be a part of this Agreement; these calls shall be handled by the responsible jurisdiction.
- b. Paid Call Firefighters will be paged out to respond out of their home jurisdiction into the other jurisdictions. If the requested engine is cancelled, all Paid Call Firefighter response from that jurisdiction is also cancelled. Compensation for Paid Call Firefighters will remain the responsibility of their home department.
- c. When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under this direction of the responsible jurisdiction.
- d. The jurisdiction providing aid shall remain on the scene of the emergency until released by the Incident Commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
- e. It shall be the responsibility of the Incident Commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
- f. The Incident Commander on the scene will determine the need for continued response by other dispatched units.
- g. The Incident Command System will be used in the management/mitigation of all incidents.
- h. If Merced County Fire or Mariposa County Fire is not available for an auto-aid dispatch as part of this agreement, the department providing aid will be relieved from its responsibility to respond to the specific emergency.

E. Communication:

The command center, responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The Command and Tactical Frequencies will be identified by the responsible jurisdiction and relayed to the requested jurisdiction before any equipment is to be dispatched. When a department is dispatched auto aid, they will conduct radio traffic in the following manner.

- a. Notify home ECC of the response and tell them that the unit is switching frequencies.
- b. Notify the ECC of whose jurisdiction the unit is responding to and tell them the unit is responding.

Auto Aid / Mutual Aid Agreement
Merced/Mariposa Counties

- c. Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC of whose jurisdiction the incident lies within.
- d. When released, tell the ECC of whose jurisdiction the unit is in that the unit is released and switching back to its home unit frequency.
- e. Notify home unit of the units' release.

Exhibit A
Auto Aide Agreement Boundary Map

