



BOARD OF DIRECTORS SUMMARY REPORT



DATE: January 25, 2022

TO: Fig Garden Board of Directors
North Central Board of Directors

FROM: Timothy V. Henry, Fire Chief

SUBJECT: Evaluation of Automatic/Mutual Aid Agreement

The North Central Fire Protection District (NCF) Board, currently provides fire protection and emergency services through a service agreement with the City of Fresno. This three (3) year agreement commenced on July 1, 2019 and ends June 30, 2022.

At the NCF Board meeting on June 24, 2021, after a service level review and fiscal sustainability projection was presented to the Board, a decision was made to allow the current service agreement with the City of Fresno to expire on June 30, 2022. The Board also gave direction to the Fire Chief to prepare Fire Station 59 to be placed back in service to provide fire/EMS response to the Bullard/Fig Garden communities. On July 1, 2022, the District's fire station located at 1709 W. Bullard Ave. will be staffed with two NCF fire engines, and a minimum of six (6) firefighters, providing Fire/EMS services in the 5.2 square miles of unincorporated County islands, from the San Joaquin River on the north, Sierra Sky Park Airport on the west, and the neighborhoods surrounding the Fig Garden Fire Protection District (FGF) on the south end of the NCF District (Exhibit B).

The NCF Board of Directors Operations Ad Hoc committee consisting of Kenneth Abrahamian, Board Chair and Rusty Nonini, Board Vice Chair, is seeking to find a mutually beneficial agreement serving both our communities after reopening the Bullard and West fire station. Because the Fig Garden Fire Protection District (FGF) is not a signer to the Fresno County Operations Area Mutual-Aid agreement, the NCF District desires to execute an automatic and mutual aid agreement with FGF that is materially similar to other such agreements entered into between NCF and other fire protection districts or agencies.

The FGF District is approximately one-half square mile located within the unincorporated islands (6 square miles), within the sphere of influence of the City of Fresno. Fig Garden Fire Protection District is bordered by the North Central Fire Protection District on all four sides.

The 1,771 residents within the FGF District are also within the Fig Garden Home Owners Association (HOA). There are 3,733 North Central Fire District residents, also within the

same HOA. The HOA includes all residents in the unincorporated islands south of Shaw Ave. (See HOA Tab).

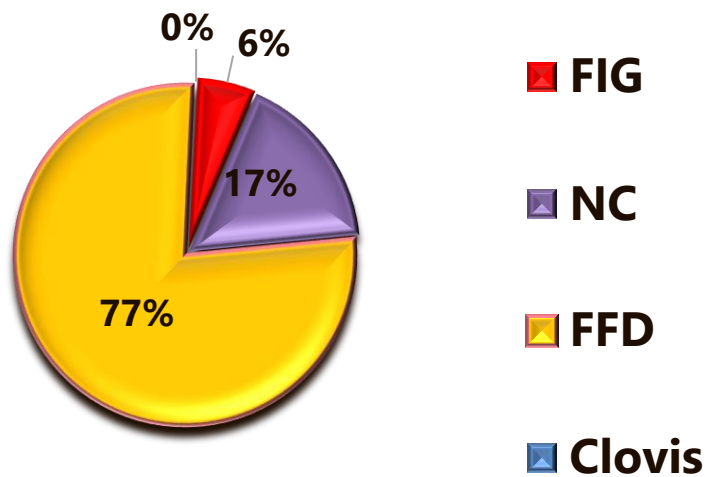
Taking into consideration that the Fig Garden fire engine was out of service and unavailable for emergency response for more than 647 hours during the 2021 calendar year, the North Central Fire District Board Ad Hoc Committee would encourage the Fig Garden Fire District Board to review the attached draft automatic and mutual aid agreement (See Agreement Tab), along with the proposed response area maps (Appendix A & B). Also attached are supporting documentation suggesting an agreement between our agencies would be mutually beneficial.

The following charts and graphs are Fig Garden’s fire engine unavailable times. Fig Garden’ fire engine is unavailable when committed to emergency incidents, when out of district and not available because of training, vehicle maintenance, administrative assignment, staffing shortage, etc.

2020

E20 Incident Commitment by Agency	2020
Total Call Volume	1649
FFD	1274
NC	281
FIG	92
CLOVIS	2

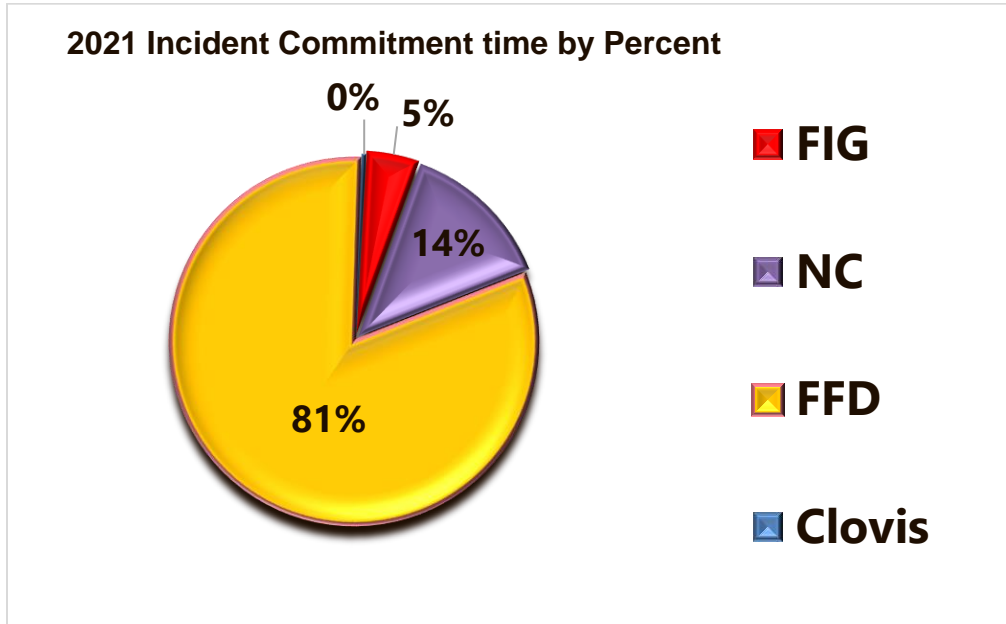
2020 Incident Commitment time by Percent



E20 Incident Commitment Time by Hours	2020
Total Hour Volume	439.5
FFD	351
NC	67
FIG	19.5
CLOVIS	2

2021 (308 - 18.5% Increase)

E20 Incident Commitment by Agency	2021
Total Call Volume	1957
FFD	1593
NC	265
FIG	91
CLOVIS	7



E20 Incident Commitment Time by Hours	2021
Total Hour Volume	490.7
FFD	400
NC	58
FIG	25.4
CLOVIS	7

Engine 20 – Unavailable for District Coverage:

E20 Out of Service by Reason - 2021	Total Hours
Total Unavailable for Response Time	157
Training	88
Vehicle Repair/Maintenance	34
Administrative	13
Staffing	9
Other	13

Total Hours Unavailable for District Coverage in 2021: 647



NORTH CENTRAL FIRE DISTRICT E20 DATA 2020-2021

ENGINE 20 - UNAVAILABLE FOR DISTRICT COVERAGE TIMES			
Incident Response by Agency	2020	2021	Change +/-
FFD	1274	1593	UP 25%
NC	281	265	DOWN 5.6%
FIG	92	91	No Change
CLOVIS	2	7	UP 250%
Total Incident Responses	1649	1957	UP 18.6%
Incident Commitment Time	2020	2021	Change
FFD	351	400	UP 14%
NC	67	58	DOWN 13%
FIG	19.5	25.4	UP 30%
CLOVIS	2	7	N/A
Total Hour Committed	439.5	490.7	UP 11.6%
Percent of Total Calls by Agency	2020	2021	Change
FFD	77%	81%	UP 4%
NC	17%	14%	DOWN 3%
FIG	6%	5%	DOWN 1%
CLOVIS	0%	0%	N/A
Hours Out of Service by Reason - 2021		2021	
Training:		88	
Vehicle Repair/Maintenance:		34	
Administrative:		13	
Insufficient Staffing:		9	
Other:		13	
Total Unavailable for Response Hours:		157	
Total Hours Unavailable for District Coverage in 2021:		647.7	

Automatic Aid Medical Service Area (Exhibit A)

The Medical Service Area encompasses all parcels within the Fig Garden HOA residing in both fire districts. Which includes the following demographics:

Data retrieved from the 2020 US Census provides the following demographics for both fire districts:

Fig Garden Total Residents: 1,771

Population Living in households having an income less than:

- \$0 to \$25,000 = 58
- \$25,000 to \$50,000 = 103
- \$50,000 to \$75,000 = 138

Total \$0 to \$75,000 = **299 or 16.75%** of the FGF District's population.

Hispanic: 376; White: 1213; Black: 33; Native American: 23; Asian: 92

North Central Total Residents: 3,733

Population Living in households having an income less than:

- \$0 to \$25,000 = 184
- \$25,000 to \$50,000 = 230
- \$50,000 to \$75,000 = 297

Total \$0 to \$75,000 = **711 or 18.75%** of the NCF District's population.

Hispanic: 1475; White: 1752; Black: 132; Native American: 57; Asian: 230

Accumulative Totals for Exhibit A (Fig Garden HOA) 5,504 Residents

Population Living in households having an income less than:

- \$0 to \$25,000 = 322
- \$25,000 to \$50,000 = 333
- \$50,000 to \$75,000 = 435

Total \$0 to \$75,000 = **1,090 or 18.25%** of the HOA population.

Hispanic: 1,851; White: 2,965; Black: 165; Native American: 80; Asian: 322

Automatic Aid Fire Protection Service Area (Exhibit B)

The Fire Protection Service Area includes all of the unincorporated islands within both Districts.

2020 North Central Fire Responses: 3

- Requiring 3 or more fire apparatus: 2

2020 Fig Garden Fire Responses: 1

- Requiring 3 or more fire apparatus: 1

2021 North Central Fire Responses: 4

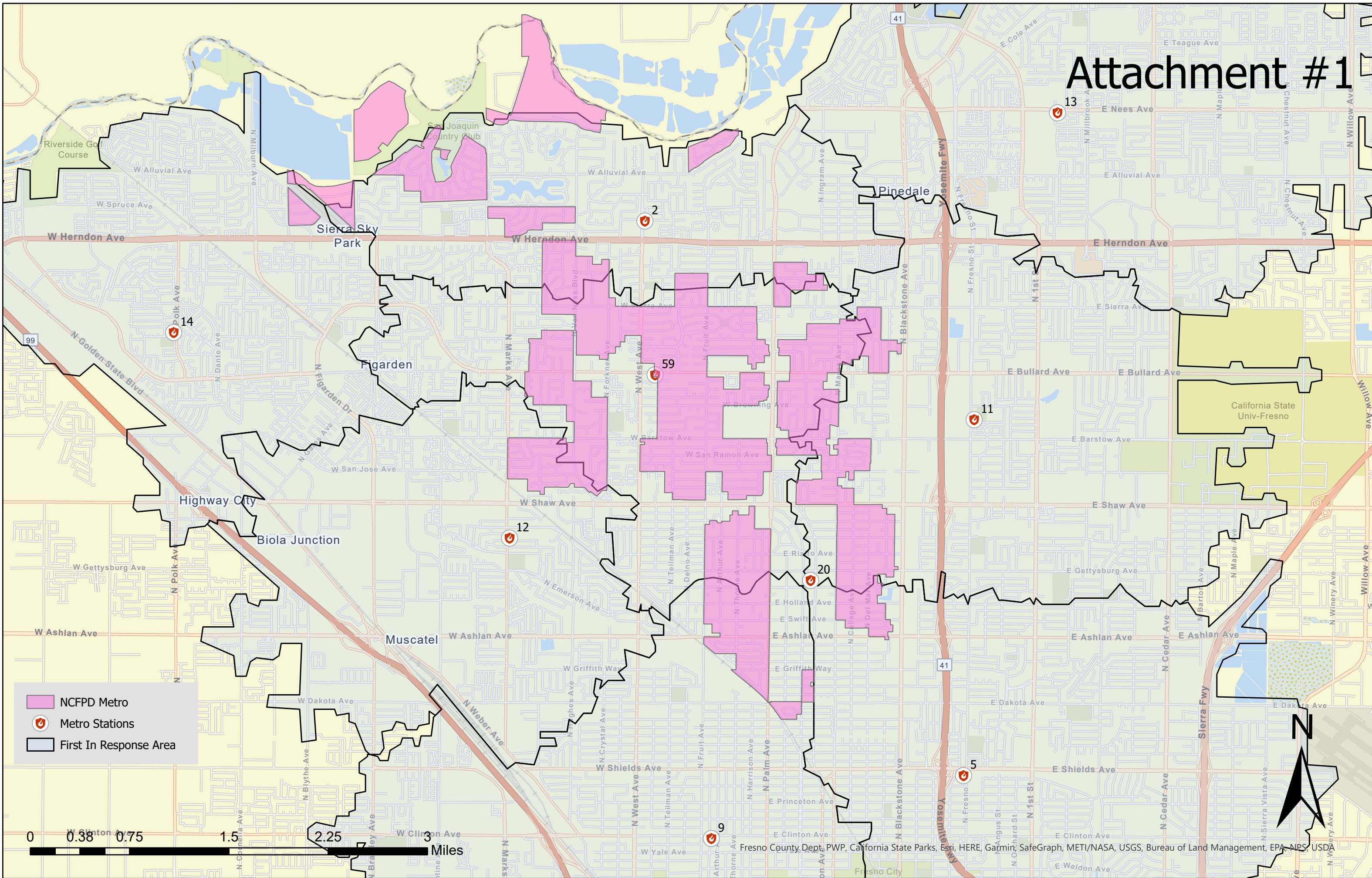
- Requiring 3 or more fire apparatus: 3




2021 Fig Garden Fire Responses: 1

- Requiring 3 or more fire apparatus: 1

As the two districts move forward, it is our desire to have a strong partnership serving our community.

Attachment #1



-  NCPD Metro
-  Metro Stations
-  First In Response Area

0 0.38 0.75 1.5 2.25 3 Miles

Fig Garden Home Owners Association

Fig Garden Parcels- Pop 1,771
NCFPD South Of Shaw Pop- 3,733



Fig Garden and Metro Structure fires 2020 and 2021 data

Red - Structure fire that did not meet 3 apparatus for more than 30 minuets QTY - 12

Green - 3 apparatus with committed time greater than 30 mins QTY - 7

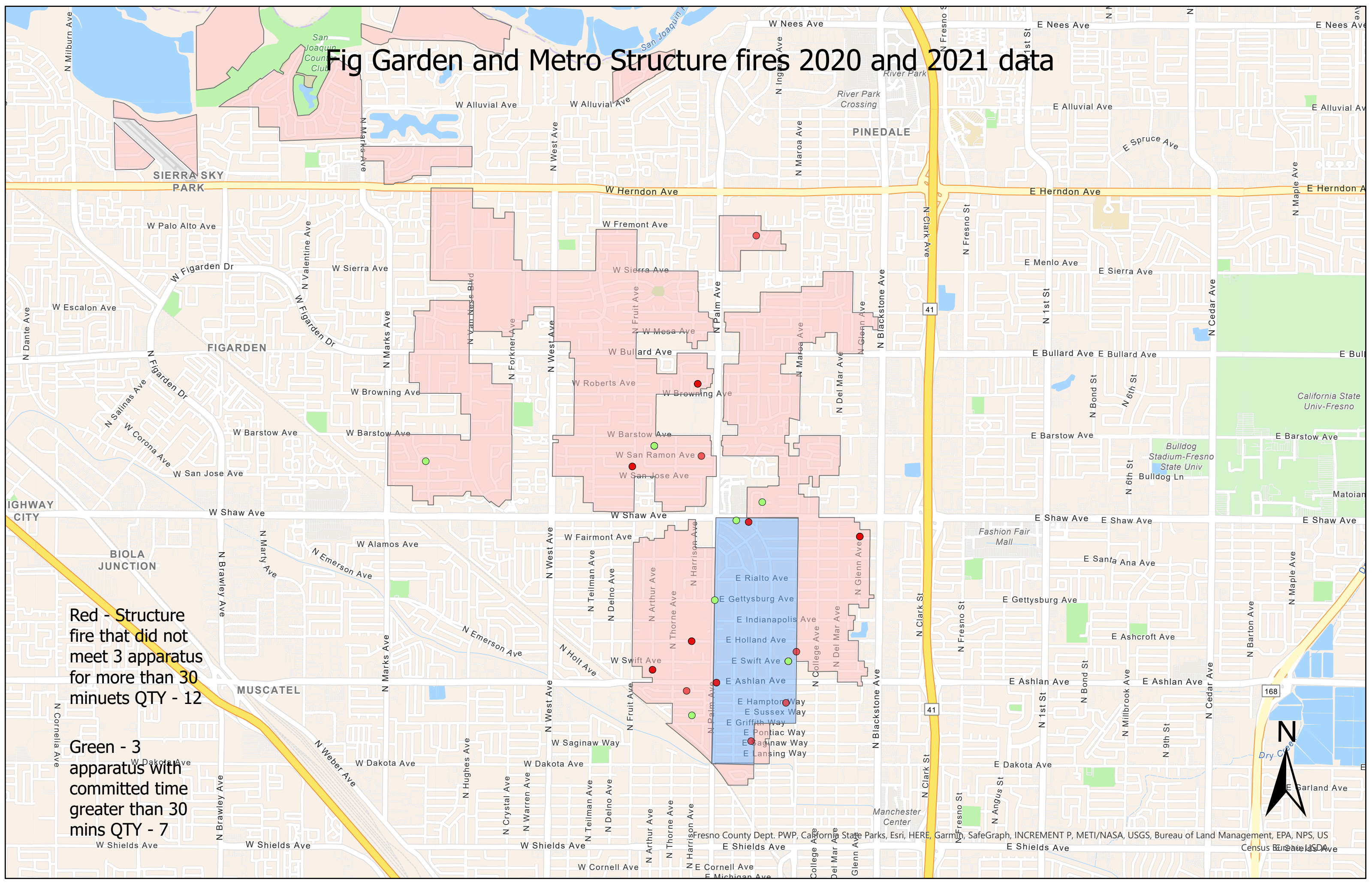


FIG GARDEN FIRE PROTECTION DISTRICT AND
NORTH CENTRAL FIRE PROTECTION DISTRICT
AGREEMENT FOR AUTOMATIC AID
FIRE SUPPRESSION AND EMERGENCY SERVICES

THIS AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES (this "Agreement") is made and entered into on the 1st day of July, 2022, by and between the FIG GARDEN FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "Fig Garden" and NORTH CENTRAL FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "North Central."

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 eq., 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;

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

WHEREAS, Fig Garden does not 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 districts.

WHEREAS, Fig Garden 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.

WHEREAS, this Agreement addresses circumstances in which either North Central or Fig Garden request automatic aid and/or mutual aid in connection with any incident.

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 Medical Service Area" shall mean the area within the Fig Garden unincorporated boundaries and the area within the North Central

unincorporated boundaries as identified in Exhibit A. An “*Automatic Aid Medical Service Area*” map, attached to this Agreement (Exhibit “A”) and incorporated herein by this reference, shall be updated if needed by the parties to this Agreement.

- c) “Automatic Aid Fire Protection Service Area” shall mean the area within the Fig Garden unincorporated boundaries and the North Central unincorporated boundaries as identified in Exhibit B. An “*Automatic Aid Fire Protection Service Area*” map, attached to this Agreement (Exhibit “B,” excluding emergency medical services as otherwise provided in Section 1. b) “Automatic Aid Emergency Medical Service Area”), and incorporated herein by this reference, shall be updated if needed by the parties to this Agreement.
- d) “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. Each fire apparatus shall be known as a “Fire Unit”.
- e) “Responding Party” shall mean any party to this Agreement that receives a request for fire protection services within the jurisdiction of the requesting party.
- f) “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.
- g) “Emergency Medical Service” shall mean life threatening (Priority 1) basic life support service, not including paramedic service.
- h) “Emergency Response” shall mean immediate response and use of red lights and siren by responding units.
- i) “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.
- j) “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.
- k) “Standard Response Plan” shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident.
- l) “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 Emergency Medical Service Area* (Exhibit "A") and *Automatic Aid Fire Protection Service Area* (Exhibit "B"). 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) North Central Obligations to Fig Garden. North Central agrees to provide the following to the Fig Garden:
 - (1) Upon request by Fig Garden, to respond with no less than one Fire Unit within the "*Automatic Aid Medical Service Area*" and the "*Automatic Aid Fire Protection Service Area*" to complete alarm assignments as defined by the requesting party's response matrix. This is a general agreement of intent and does not obligate North Central to respond if its resources are otherwise unavailable.
 - (2) Upon request by Fig Garden, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Areas, this mutually provided service is at no financial cost to either agency.
 - (3) Upon request by Fig Garden, North Central will provide one water tender in addition to any previously assigned automatic aid resources.
 - (4) Upon request by Fig Garden, North Central will provide one Fire Unit with a minimum of 2 career staff to cover the area within Fig Garden unincorporated boundaries, in support of draw down caused by emergency activity. This is a general agreement of intent and does not obligate North Central if its resources are unavailable.
 - (5) Any requests for assistance outside of the areas established in Exhibit A and Exhibit B, 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) Fig Garden Obligations to North Central. Fig Garden agrees to provide the following to the North Central:
 - (1) Upon request by North Central, to respond with no less than one Fire

Unit within the “Automatic Aid Medical Service Area” and the “Automatic Aid Fire Protection Service Area” to complete alarm assignments as defined by the requesting party’s response matrix. This is a general agreement of intent and does not obligate Fig Garden to respond if its resource is otherwise unavailable.

- (2) Upon request by North Central, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Areas, this mutually provided service is at no financial cost to either agency.
- (3) Any requests for assistance outside of the areas established in Exhibit A and Exhibit B, 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.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF PARTIES.

Fig Garden and North Central 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 parties to assist each other during a time when their district’s respective resources have been exhausted or when specialized help or equipment is needed. This Agreement has been designed to minimize delays for either party needing additional help when calling for mutual aid.

Under this 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.

- b) Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.
- c) 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.
- c) 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.

- d) 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.
- e) Early Release of Resources. Both parties agree to release the other agency's resources as quickly as operationally feasible to limit commitment times.
- f) Incident Command System. The incident Command System (ICS) shall be used on every incident.
- g) 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.
- h) 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.
- i) 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. Specifically, 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.
- j) 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.
- k) 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.

North Central, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the Fig Garden, its officers, agents and employees from any and all losses, damages, claims, and costs (including reasonable attorneys' fees) accruing or resulting to any person, firm or corporation who may be injured or damaged by the North Central in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to Fig Garden or from acts not within the scope of duties to be performed pursuant to this Agreement.

Fig Garden, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the North Central, its officers, agents and employees from any and all losses, damages, claims and costs (including reasonable attorneys' fees) accruing or resulting to any person, firm or corporation who may be injured or damaged by the City in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to North Central or from acts no within the scope of duties to be performed pursuant to 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.

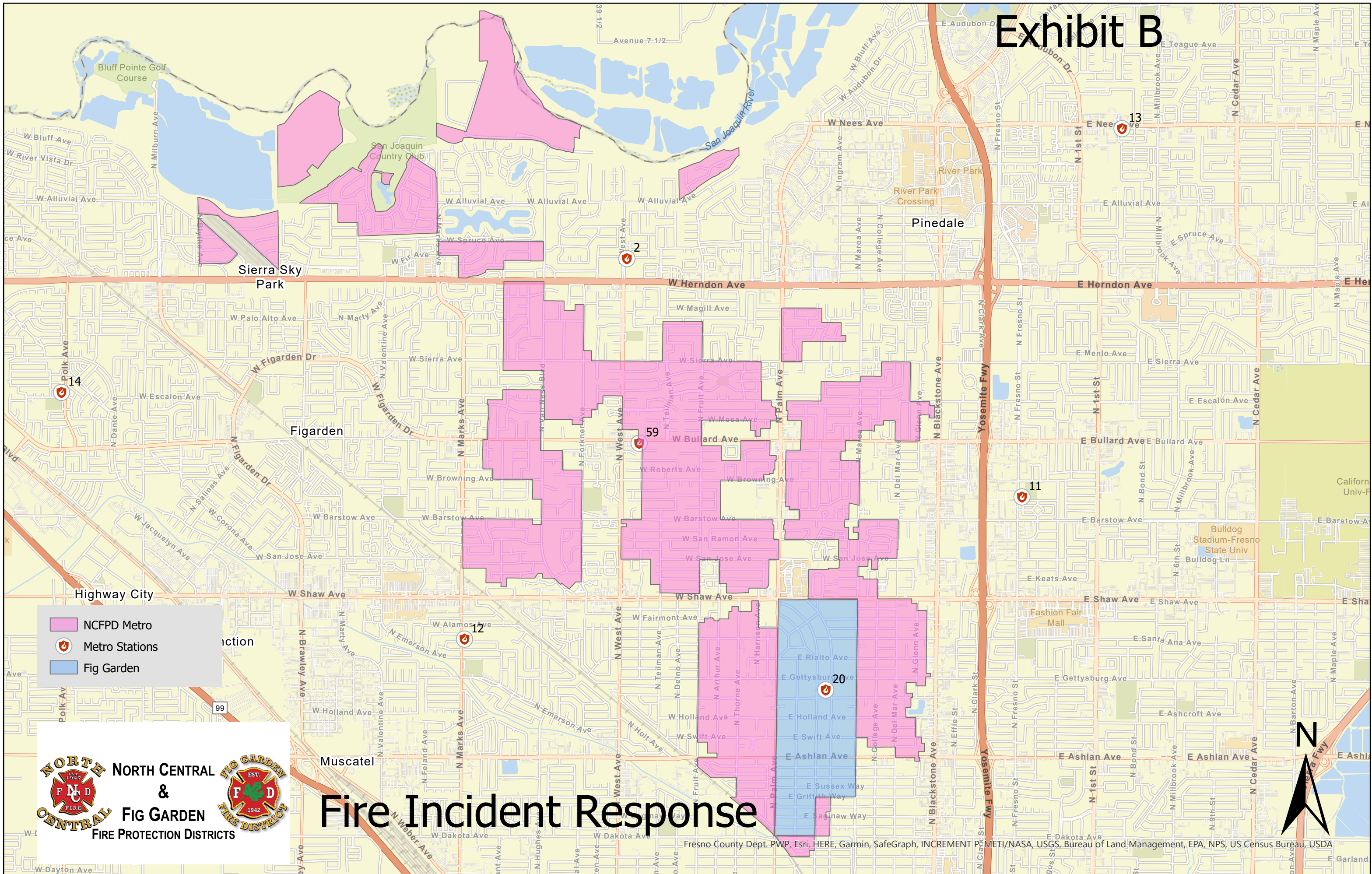
This Agreement shall be administered through the mutual agreement of the parties acting by and through a designated elected official(s) or their respective Fire Chiefs or designees.



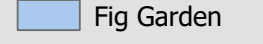
SECTION 10. TERM AND TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon one-hundred and eighty (180) days prior written notice to the other party.

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Exhibit B



 NCFPD Metro
 Metro Stations
 Fig Garden

 NORTH CENTRAL
FIRE DISTRICT
 FIG GARDEN
FIRE DISTRICT
**NORTH CENTRAL & FIG GARDEN
FIRE PROTECTION DISTRICTS**


Fire Incident Response

Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Fig Garden Projected Auto-Aid 2020

East of Station 20
 MED - 63
 Other - 40

West of Station 20
 MED - 98
 Other - 36

- Fig Garden Medical Aid - 48
- Fig Garden Fire Incidents - 49
- North Central Incidents - 237
-  Metro Stations
- Fig Garden
- Station 59 First in City Response Area
- NCFPD Jurisdiction

