

Attachment A

Automatic Aid and Mutual Aid Agreement

**AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID
BETWEEN
APPLE VALLEY FIRE PROTECTION DISTRICT
AND
CITY OF VICTORVILLE**

This AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID ("Agreement"), dated June 20, 2023 for reference purpose only, is made by and between the Apple Valley Fire Protection District (the "DISTRICT") and the City of Victorville (the "CITY"). The DISTRICT and the CITY are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and

WHEREAS, it is in the best interest of the citizens of DISTRICT and the CITY to provide the most expeditious response to suppress fires and render other emergency service; and

WHEREAS, each Party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue, and emergency medical services on a day to day basis; and

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law; and

WHEREAS, the Parties currently have in force an agreement to provide such automatic and mutual aid, which agreement is due to expire on June 30, 2023; and

WHEREAS the Parties wish to extend this automatic and mutual aid arrangement for an additional five (5) years under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these mutual covenants, the Parties agree to undertake mutual aid under the terms, provisions, and conditions hereinafter provided.

A. AUTOMATIC AID:

1. Automatic aid shall subscribe to the "Boundary Drop/Closest Unit Concept" and shall be limited to the boundaries of the DISTRICT and the CITY as set forth in the Boundary Map (Attachment "B"). Said Attachment "B" is hereby incorporated as part of this Agreement by this reference.
2. The DISTRICT will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an incident within the CITY's jurisdictional boundaries. This is to be an immediate response not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. The equipment responded, as Automatic Aid under this Agreement, shall be in the order of the closest 1st: immediately staffed resource. Should the CITY require more resources than the DISTRICT has available, the CITY Duty Officer will need to request resources through the "mutual aid" system (Operational Area).

3. The CITY will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an incident within The DISTRICT's jurisdictional boundaries. This is to be an immediate response not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. The equipment responded, as Automatic Aid under this Agreement, shall be in the order of the closest 1st: immediately staffed resource. Should the DISTRICT require more resources than the CITY has available, the DISTRICT Duty Officer will need to request resources through the "mutual aid" system (Operational Area).
4. The DISTRICT will, upon notification from its primary dispatch facility, respond with the unit(s) of the type requested to an incident within the CITY's jurisdictional boundaries. The DISTRICT auto aid resources shall be released as soon as possible by the CITY.
5. The CITY will, upon notification from its primary dispatch facility, respond with the unit(s) of the type requested to an incident within the DISTRICT's jurisdictional boundaries. The CITY auto aid resources shall be released as soon as possible by the DISTRICT.
6. The terms, as listed in Sections 1 through 5 above, are conditional upon the availability of resources from the sending agency. Neither Party, in rendering aid to the other, shall be obligated to send resources that are previously committed to incidents in progress or to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
7. The minimum terms, as agreed upon by both the DISTRICT and the CITY, are recorded in the Operating Plan (Attachment "A"). Said Attachment "A" is hereby incorporated as part of this Agreement by this reference.
8. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.
9. It is mutually understood and agreed that this Agreement does not relieve either Party hereto from the necessity and obligation for using its own resources for furnishing fire response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the jurisdictional communication center.
10. Neither the DISTRICT nor the CITY shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
11. When service is rendered, the CITY shall have the option to recover costs by participating in relevant DISTRICT Cost Recovery Programs. In turn, the DISTRICT shall have the option to recover cost by participating in relevant CITY Cost Recovery Programs. The assisting fire

district/department shall submit the designated forms to the responsible fire district/department. The responsible fire district/department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

B. MUTUAL AID:

1. The DISTRICT and the CITY agree to provide assistance mutually for emergency incidents that do, or may, surpass the receiving Party's capabilities.
2. Mutual Aid responses from either Party shall include personnel, equipment, material and supplies such as are usually and customarily used within the sending Party's jurisdiction, notwithstanding any other provisions of this Agreement. The DISTRICT equipment responded, as Mutual Aid under this Agreement, shall be in order of 1st: immediately staffed, 2nd: Reserve, or 3rd: other as-needed resources. The CITY equipment responded, as Mutual Aid under this Agreement, shall be in order of 1st: immediately staffed, 2nd: Reserve, or 3rd: other as-needed resources.
3. The DISTRICT will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the CITY jurisdictional boundaries. The CITY will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the DISTRICT jurisdictional boundaries. Resources requested by either the DISTRICT or the CITY will be released as soon as possible by the requesting Party.
4. The terms, as listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither the DISTRICT nor the CITY in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.
5. It is mutually understood and agreed that this Agreement does not relieve either Party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. Details as to amounts and types of assistance to be dispatched, area to be assisted, methods of dispatching and communications, methods of requesting aid and positions authorized to send and receive such requests shall be recorded in an Operating Plan and signed by the Fire Chiefs of the DISTRICT and the CITY. The terms, as agreed upon by both the DISTRICT and the CITY are recorded in the Operating Plan (Attachment "A").
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional fire department upon its arrival at

the scene. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.

8. Neither the DISTRICT nor the CITY shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
9. Nothing herein shall preclude either Party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (California Fire Assistance Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.
10. When service is rendered, the CITY shall have the option to recover costs by participating in relevant DISTRICT Cost Recovery Programs. In turn, the DISTRICT shall have the option to recover cost by participating in relevant CITY Cost Recovery Programs. The assisting fire district/department shall submit the designated forms to the responsible fire district/department. The responsible fire district/department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire district/department, minus the actual cost for processing the claim.

C. INDEMNIFICATION:

1. The DISTRICT agrees to indemnify, defend, and hold harmless the CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees.
2. The CITY agrees to indemnify, defend, and hold harmless the DISTRICT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by THE DISTRICT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees.

D. COMPARATIVE FAULT: In the event that the DISTRICT and the CITY are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the DISTRICT and or the CITY shall indemnify the other to the extent of its comparative fault.

E. INSURANCE: The DISTRICT and the CITY are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions, or obligations of this Agreement. At no time shall the employees of one Party be considered the employees of the other.

- F. DISCRIMINATION:** The Parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.
- G. WAIVER OF BREACH:** A waiver of breach of any provision of this Agreement by either Party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- H. APPLICABLE LAWS:** At all times during the term of this Agreement, the DISTRICT and the CITY shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America and the State of California, including all agencies and subdivisions thereof.
- I. GENERAL PROVISIONS:** Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
1. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
 2. Time is of the essence of this Agreement. Neither the DISTRICT nor the CITY shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other Party to enforce prompt compliance with any of its provisions.
 3. Every duty and every act to be performed by either Party imposes an obligation of good faith on the Party to perform such.
- J. TERM:**
1. The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2023 and continuing until June 30, 2028.
 2. Either Party may, by written notice to the other Party, terminate this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, which date shall be not less than ninety (90) days after the date such notice is given.
- K. NOTICE; MISCELLANEOUS**
1. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the Party to which the notice is being given, as follows:

If to DISTRICT:

Apple Valley Fire Protection District
Attn: Fire Chief
22400 Headquarters Drive
Apple Valley, CA 92307

If to CITY:

City of Victorville
Attn: Fire Chief
14343 Civic Drive
PO Box 5001
Victorville, CA. 92393-5001

Either Party, upon giving written notice to the other Party as provided in this section, may change such addresses.

2. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

- L. **CAPTIONS:** The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

M. DISTRICT REPRESENTATIVES:

1. "The CITY's Representative" – The CITY hereby designates the CITY OF VICTORVILLE Fire Chief, or his/her designee, to act as its representative for the performance of this Agreement. The CITY's Representative shall have the power to act on behalf of the CITY for all purposes under this Agreement. The CITY's Representative shall supervise and direct the services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
2. "The DISTRICT's Representative" – The DISTRICT hereby designates the APPLE VALLEY FIRE PROTECTION DISTRICT's Fire Chief or his/her designee, to act as its representative for the performance of this Agreement. The DISTRICT's Representative shall have the full authority to represent and act on behalf of the DISTRICT for all purposes under this Agreement. The DISTRICT's Representative shall supervise and direct the services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- N. **VENUE:** The venue of any action or claim brought by any Party to this Agreement will be the California Central District Court of San Bernardino County. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

[END OF PAGE – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and approved as of the dates written below. This Agreement shall be effective and operative as of July 1, 2023, or the date of full execution by the Parties, whichever occurs last.

APPLE VALLEY FIRE PROTECTION DISTRICT

CITY OF VICTORVILLE

By _____
(Authorized signature - sign in blue ink)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Title _____
(Print or Type)

Dated: _____

Dated: _____

APPROVED AS TO FORM

Andre de Bortnowsky, City Attorney

CITY OF VICTORVILLE RISK MANAGEMENT

Sandra Bostick, Risk Manager

**OPERATING PLAN BETWEEN
APPLE VALLEY FIRE PROTECTION DISTRICT
AND
THE CITY OF VICTORVILLE**

**Attachment "A"
2023**

INTRODUCTION

The purpose of this Operating Plan is to define the process for implementing the Automatic Aid/Mutual Aid Agreement between the Apple Valley Fire Protection District (herein; DISTRICT) and the City of Victorville (herein; CITY). This Plan consists of:

I. Automatic Aid

Automatic Aid allows for the use of "Boundary Drops" and subscribes to the "Closest Unit Concept." Automatic Aid is limited to the capabilities of each of the entities herein. The Automatic Aid boundaries for the DISTRICT and the CITY are shown on "Boundary Map" (Attachment B). This agreement does not preclude the DISTRICT or the CITY from responding to incidents along jurisdictional boundaries when the location is not clear.

II. Mutual Aid

Any request not covered as Automatic Aid shall be Mutual Aid. Immediately upon receiving a Mutual Aid request the sending agencies dispatch center shall contact the sending agencies Duty Officer to approve or deny the request. Mutual Aid boundaries are at the discretion of the Duty Officer.

III. Types of Mutual Aid Equipment

This agreement is for reciprocal resources such as Type 1 and Type 3 Engines, Water Tenders, Ladder Trucks, Squads, Rescue Units, Command Overhead and other resources as deemed appropriate.

IV. Incident Response

Each jurisdiction, the DISTRICT and the CITY will respond to Still Alarms and Emergency Medical Incidents until they have exhausted their local resources. When resources have been exhausted, the respective Duty Chief will determine the mode and method for responses beyond the capability of the jurisdiction.

Each jurisdiction, the DISTRICT and the CITY will fill resource needs for incidents requiring multiple resources to respond from their respective available resources first, with remaining response needs being dispatched through the use of Automatic Aid and mutual aid as necessary.

1. The responding Automatic Aid resources will be the closest available to the DISTRICT and the CITY.
2. Mutual Aid resources will be the closest most appropriate as determined by the providing agency's Duty Officer.

V. Boundary Drop

The DISTRICT and the CITY agree to participate in a Boundary Drop "Closest Resource Concept".

Medical aids are limited to "Delta and Echo" only.

Response plan updates that may affect the other Party shall not be made without the review and approval of the affected Party's Fire Chief. Without specific approval from the sending agency, response plans shall not be built to request more than one Boundary Drop unit for any single incident from the DISTRICT or CITY.

VI. Incident Communications

Units shall be dispatched on their agency standard frequency. While enroute, the DISTRICT Communications Center will establish the appropriate tactical frequency. If an incident requires, the responding unit shall also be capable of operation on 800 MHz or appropriate VHF mutual aid frequencies.

VII. Incident Management

As resources arrive and command responsibility is transferred, incident command shall progress through the following succession regardless of jurisdiction:

1. First Arriving Company Officer, who may pass command to second arriving Company Officer
2. First Arriving Chief Officer

The Company Officer or Chief Officer will assume final incident command with jurisdictional responsibility. All incidents will be managed under the Incident Command System (ICS). Incidents of mutual threat may be managed through “Unified Command.”

James “Buddy” Peratt, Fire Chief
Apple Valley Fire Protection District

Date

Dave Foster, Fire Chief
City of Victorville

Date

VICTORVILLE & APPLE VALLEY FIRE DISTRICTS

Attachment B

