

**STOP-GAP FIRE SERVICES
AGREEMENT BETWEEN
MERCED CITY FIRE DEPARTMENT
AND MERCED COUNTY
ON BEHALF OF THE MERCED COUNTY FIRE DEPARTMENT**

THIS AGREEMENT, made and entered into this 1st day of January 2025 by and between the City of Merced (hereinafter referred to as "Merced City Fire") and the County of Merced (hereinafter referred to as "Merced County Fire").

RECITALS

WHEREAS, the County of Merced wishes to supplement fire service calls provided solely by County Fire Station 85, located on McKee Road, adjacent to the city limits of the City of Merced ("McKee Fire Station") with fire services provided by fire stations operated by the City of Merced; and

WHEREAS, it is mutually beneficial for Merced City Fire to provide services to areas adjacent to the newly annexed city boundaries, which were previously served by the McKee Fire Station. This arrangement will ensure prompt response in the event of fire or other emergencies related to fire department operations; and

WHEREAS, the area formerly served by the McKee Fire Station is depicted on the map attached hereto as Exhibit A ("Fire Service Area"); and

WHEREAS, the City Fire Stations will serve as first responders upon notification from Merced County Fire to address a variety of emergency situations, including but not limited to fire incidents, hazardous materials, rescues, motor vehicle accidents, gas leaks, and medical emergencies.

WHEREAS, regarding Grass Fire, Motor Vehicle Accidents and Structure Fire service calls within the Fire Service Area, Merced County Fire will also respond and relieve Merced City Fire upon arrival and assume responsibility for the incident; and

WHEREAS, regarding EMS related fire service calls, Merced City Fire will respond without Merced County Fire assistance; and

WHEREAS, Merced County Fire will continue sole responsibility for weed abatement, fire related investigations, non-emergency fire service calls and fire prevention activities within the Fire Service Area; and

WHEREAS, during the term of this Agreement, parties agree to continue discussions related to supplemental assistance in the form of automatic aid or mutual aid 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 Master Mutual Aid

Agreement, but constituting so-called day-to-day automatic aid / mutual-aid arising out of convenience rather than out of extraordinary necessity;

WHEREAS, during the term of this Agreement, parties agree to continue discussions related to response time enhancements including but not limited to upgrades or other improvements to Merced City Fire and Merced County Fire communications systems.

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

1. OPERATIONAL RESPONSE BY MERCED CITY FIRE

Merced City Fire shall be first responders to fire service calls, after notification from Merced County Fire, within the Fire Service Area.

Response is defined in this agreement to mean equipment in proximity to the emergency with appropriate trained personnel to operate the equipment and assist the firefighting purpose or other emergency activity with appropriate personal protective gear. Such equipment and personnel being of equal quantity and quality of such equipment and personnel responding to emergencies within the city limits of the City of Merced.

I. OPERATIONAL RESPONSE PLAN

A. Type of Response

City automatic aid response shall consist of one Engine Company with a minimum of 3-0 staffing or one Squad Company with a minimum of 2-0 staffing for EMS incidents, responding into the area delineated and identified in blue on the map. City will provide an engine that has capabilities similar to that of a Type 1 engine. City will provide Squad capabilities similar to that of a Type 6 engine.

B. Commitment to Joint Training

Both parties to this Agreement shall schedule and participate in joint training exercises. The training shall be mutually agreed upon subject matter, times and locations to ensure that optimum performance levels are maintained.

2. COMMAND AUTHORITY

I. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When Merced City Fire responds to a fire service call within the Fire Service Area, the Incident Commander of Merced City Fire shall be in command of all staffing and equipment committed to the incident; however, the Command will then be reasonably

passed to Merced County Fire upon its arrival within the Fire Service Area.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the Incident Commander of Merced County Fire to utilize the staffing and equipment from Merced City Fire only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from Merced City Fire shall be the first released from the scene of the emergency.

3. REPORTS AND RECORDS

The responsible jurisdiction shall be responsible for completing all required incident reports, including but not limited to, reports mandated by local or state government. Merced City Fire will be responsible for completing NFIRS automatic aid, mutual aid reports and EMS reports.

4. COMPENSATION

On January 1, 2025, and quarterly thereafter for calendar year 2025, the County of Merced shall pay to the City of Merced, \$78,846. Total compensation for calendar year 2025 shall be \$315,384 for all services provided by Merced City Fire under this Agreement. On January 1, 2026, and quarterly thereafter for calendar year 2026, the County of Merced shall pay to the City of Merced, \$82,000. Total compensation for calendar year 2026 shall be \$328,000 for all services provided by Merced City Fire under this Agreement.

5. LIABILITY / HOLD HARMLESS / MUTUAL INDEMNITY

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 Merced City Fire, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to Merced City Fire under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, Merced City Fire shall fully indemnify and hold harmless the County of Merced from any damage or liability incurred by reason of any act or omission by Merced City Fire, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to Merced City Fire under this Agreement.

It is understood and agreed that neither Merced City 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, its officers, 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 Merced City 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.

6. 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.

7. TERM

This Agreement shall commence on January 1, 2025, through December 31, 2026, unless terminated as provided herein.

This Agreement may be terminated without cause by either Merced City Fire or Merced County Fire upon written notice of termination given to the other party at least one hundred eighty (180) days in advance of the effective date of such 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. The payment set forth in Section 4 above shall be prorated for any early termination.

8. REVIEW AND AMENDMENTS TO AGREEMENT

This Auto Aid Agreement contains all 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, including term extensions, shall be mutually agreed upon, consistent with this agreement, mutually beneficial and require the written consent of the parties.

9. EXCLUSIONS

Any requests for aid not covered in this Automatic Aid Agreement shall be handled under California Master Mutual Aid.

10. 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.

11. NOTICES

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

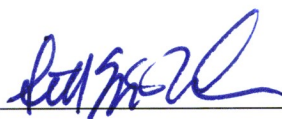
Merced County Fire Department
Fire Chief
3500 N Apron Ave
Atwater, CA 95301
(209) 385-7334

City of Merced
City Manager
678 W. 18th Street
Merced, CA 94340
(209) 385-6834

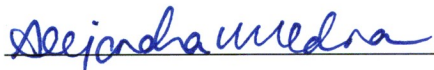
Any party may change its address or phone number by giving the other party notice of the change in any manner permitted by this agreement.

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

CITY OF MERCED, a California Charter
Municipal Corporation

BY: 
D. Scott McBride, City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: 
Assistant/Deputy City Clerk



APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell
City Attorney

¹³³¹
ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: M. Venus
Verified by Finance Officer #9261
No funds to encumber. xc 1/15/25
PL 1/15/25

COUNTY OF MERCED

BY: Raul Mendez
Raul Mendez, County Executive Officer

Date: 12/12/2024

BY: Mike Van Loben Sels
Mike Van Loben Sels, Fire Chief
Merced County Fire Department

Date: 12/13/24

EXHIBIT A- FIRE SERVICE AREA

