

Appendix K

Automatic Aid Fire Protection Services Agreement

Appendices

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AGENDA ITEM NO: _____

City Manager: _____

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: November 18, 2013

SUBJECT: Consider Approval – Authorize the City Manager and Fire Chief to sign an Automatic Aid Agreement between the City of Clovis Fire Department and the Fresno County Fire Protection District for provision of defined emergency services

ATTACHMENTS: Agreement for Automatic Aid Fire Protection Services
Fire Response Area Map

CONFLICT OF INTEREST

None

RECOMMENDATION

Authorize the City Manager and Fire Chief to sign an Automatic Aid Agreement between the City of Clovis Fire Department and the Fresno County Fire Protection District for provision of defined emergency services.

EXECUTIVE SUMMARY

Over the past three years, the City of Clovis (City) has directed Fire Department staff to rescind automatic aid assistance to the Fresno County Fire Protection District (District) due to the negative financial impacts created by ongoing litigation brought against the City by the District over tax transition calculations. Mutual Aid cooperation between the two agencies was never adversely impacted but response times to certain areas currently protected by the District can be dramatically improved with an automatic aid agreement in place. Recently, the legal matters with the District were solved in favor of the City and a successor tax transition agreement is now in place. As relations are now improving Fire Department staff believes it is in the best interest of the City and the District to restore an automatic aid agreement. Fire Department staff has negotiated

new terms of this agreement with the District. This process has resulted in the attached agreement (Exhibit 1). This agreement defines dispatch parameters for the closest available resource to the scene of a fire or medical emergency within the defined automatic aid response area (Exhibit 2). Each agency agrees to respond one fire company (apparatus) to fires and priority 1 medical emergencies with no fee charged. Based on historical call volume, it is likely that the City will provide more service, measured in number of responses, than received from the District. To alleviate the disparate service, the District will also agree to provide one fire company to the City on an as needed/as available basis for fire station coverage during non-emergency activities. The purpose is to keep a greater level of coverage for the area generally around Fire Station 2, which has the higher service demands for both agencies. The advantage to the City is essentially the incremental use of a sixth fire company in the City at no charge. The true impact of this agreement will be measured monthly by Fire Department staff. Current response performance has been well documented for the past five years, and any significant changes, negative or positive, will be evaluated against this historical data. Some minor adjustments to the types of calls, boundaries of areas served can be modified between the agency fire chiefs as necessary to negate any negative impact to the City. The agreement can be canceled by either party with 60 days' notice, if mitigation efforts are not successful.

The current response performance within the City is as follows:

First Unit to EMS Calls: 86%
First Unit to Fire Calls: 86%
Effective Response Force to Fire Calls: 78%

The current response performance within Fire Station 2 area is as follows:

First Unit to EMS Calls: 85%
First Unit to Fire Calls: 92%
Effective Response Force to Fire Calls: 85%

BACKGROUND

The Clovis Fire Department and the Fresno County Fire Protection District (District) entered into its first Automatic Aid Agreement on August 31, 1966. At that time the Fresno County Fire Protection District was known as the Mid Valley Fire Protection District. This agreement remained in place for approximately 37 years. From 2003 to 2009, the City and the District entered into a number of successor agreements that included some "fee for service" stipulations. The District has one station (Station 85) in the area of Nees Avenue and North Sunnyside Avenue. This area is almost completely surrounded by the City of Clovis and the station's response area continues to shrink with each new annexation. The District, its Board, Fire Chief and staff have all acknowledged that Fire Station 85 should be moved to a more efficient location, but service to the Tarpey Village area continues to create demand for emergency services

from this station. Until a solution is developed long-term for the provision of fire services to Tarpey Village, it will be difficult for the District to move the station. Since the City of Clovis has a number of stations that could service it faster, the District is interested in seeking assistance from the City of Clovis (and City of Fresno, Fire Station 10) to provide service to the area. There are a number of possible solutions being explored, including a contract for service agreement but discussions are still in the very early stages.

In 2008, the District entered into litigation against the City of Clovis and City of Fresno over calculations used in the Tax Transition Agreements to determine the amount of funding paid to the District after annexation of land into the respective cities. The City of Clovis eventually prevailed but the negative financial and relational impacts to the City caused the cancelation of the then existing automatic aid agreement. All other service sharing between the two agencies remained intact in accordance with the California Master Mutual Aid Agreement; however, this was a much lower level of service than that provided under an Automatic Aid Agreement. In 2012, the City of Clovis successfully negotiated a successor Tax Transition Agreement with the District, while also ending the related litigation.

With litigation complete and a new tax-sharing agreement in place, Fire Department staff feels it is in the best interest of the City and District to re-enter into a resource-sharing agreement within certain parameters outlined in a new automatic aid agreement.

In June 2013, negotiations began to explore the possibility of a new agreement. The proposed agreement is the core document that outlines the services that are to be shared. The agreement allows the respective fire chiefs to make minor deployment adjustments to keep the workload as equitable as possible under the reciprocity provisions.

The agreement can be cancelled with 60 days' notice if ever the agreement becomes no longer in the best interest of either party.

Note: The Fresno County Fire Protection District Board of Directors approved this agreement on **August 21, 2013**.

FISCAL IMPACT

1. Minimal cost mainly in terms of operation and maintenance costs of the apparatus.

REASON FOR RECOMMENDATION

This Automatic Aid Agreement provides a valuable public safety service by providing rapid dispatch of the closest fire resource to life-threatening emergencies or fires where Fresno County Fire Protection District resources are not the closest and will have a

longer response time. This agreement provides the necessary coverage to the City to possibly improve the provision of emergency services to the citizens of Clovis.

ACTIONS FOLLOWING APPROVAL

- City Manager and Fire Chief to execute the agreement.
- Enact new Automatic Aid Agreement on a date mutually agreed upon by both agencies

Prepared and submitted by: Micheal Despain, Fire Chief _____

FRESNO COUNTY FIRE PROTECTION DISTRICT
AND CITY OF CLOVIS
AGREEMENT FOR AUTOMATIC AID
FIRE SUPPRESSION AND EMERGENCY SERVICES

THIS AGREEMENT is made and entered into on the ____ day of _____, 2013, by and between the City of Clovis, a municipal corporation, hereinafter called "City" and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "District".

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 Section 6502 and Section 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 units necessary to protect life and property.

WHEREAS, an agreement to provide automatic aid is beneficial to both the District and the City.

WHEREAS, each of the parties 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 department; and

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 Service Area" shall mean the area within the Clovis City limits and extending beyond the City limits into the unincorporated areas serviced by the District. A map is attached to this agreement and shall be regularly updated by the parties to this agreement.

- c) “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.
- d) “Responding Party” shall mean any party to this agreement that receives a request for Fire Protection Services within the jurisdiction of the requesting party.
- e) “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.
- f) “Emergency Medical Service” shall mean life threatening (Priority 1) basic life support service, not including paramedic service.
- g) “Emergency Response” shall mean immediate response and use of red lights and siren by responding units.
- h) “Fire Protection Services” shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- i) “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.
- j) “Standard Response Plan” shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident. See attached Response Matrix
- k) “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.

SECTION 2. FURNISHING OF FIRE SUPPRESSION AND EMERGENCY SERVICES.

Purpose: The purpose of this agreement is to enhance the ability of the parties to provide fire suppression and emergency services by sharing resources when and where appropriate for emergency incident mitigation. To effectuate this purpose, both parties agree that each agency will respond Fire Units within the attached defined Automatic Aid Service Area. 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 which deal with fire protection services shall

adhere as closely as practical to the “nearest available unit” concept which forms the basis for this Agreement.

b) District Obligations to the City. The District agrees to provide the following to the City:

- (1) Upon request of the City, to respond one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), excluding lower priority medical calls, within the City to complete alarm assignments as defined by the Requesting Party’s Response Matrix or to provide one Fire Unit at one of the City fire stations for coverage when needed. The responding fire unit will include at least three (3) career staff. This service is provided at no cost.
- (2) Upon request of the City, to respond one Fire Unit as Automatic Aid within the Automatic Aid Service Area to Priority 1 Emergency Medical Service calls only. The responding Fire Unit will include three (3) career staff. This service is provided at no cost.
- (3) Any requests for assistance outside of the areas established or not identified herein would be considered a Mutual Aid request and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept. These services will be provided at no cost.
- (4) Upon request of the City, the District will provide one Fire Unit to cover the areas generally south of Bullard Ave, within the City limits, in support of non-emergency training functions by the City. This is a general agreement of intent, and does not obligate the District. The concept being that call demand is highest in the areas of City Fire Station 2 and the District’s response area known as Tarpey Village.

c) City Obligations to the District. The City agrees to provide the following to the District:

- (1) Upon request of the District, to respond one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), excluding lower priority medical calls, to complete alarm assignments as defined by the Requesting Party’s Response Matrix. The responding Fire Unit will include at least three (3) career staff. This service is provided at no cost.
- (2) In the area known as Tarpey Village, the City will provide two Fire Units and one Chief Officer to all fire related incidents.
- (3) Upon request of the District, to respond one Fire Unit as Automatic Aid within the Automatic Aid Service Area to Priority 1 Emergency Medical Service calls only. The responding Fire Unit will include three (3) career staff. This service is provided at no cost.
- (4) Any requests for assistance outside of the areas established or not identified herein would be considered a Mutual Aid request and would be subject to authorization by the responding party for each

request based on availability rather than the nearest available concept. These services will be provided at no cost

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE DISTRICT AND THE CITY.

The City and the District agree to the following additional Responsibilities and Obligations:

- a) **Radio Frequencies.** Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.
- b) **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 he/she is relieved by an officer of the requesting party. All apparatus at the scene of an emergency will be under the command of the incident commander. 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 separated agencies.
- d) **Incident Commander.** If an Incident Commander (IC) requires additional resources to augment the emergency response, he/she 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) **Incident Command System.** The Incident Command System (ICS) shall be used on every incident.
- f) **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 his/her designee, the apparatus, equipment, personnel, or any combination thereof, is not available.
- g) **Mutual Training.** Conduct mutual trainings to assure employees are familiar with protocols and equipment utilized by the other.
- h) **Common Radio Communications.** 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 AVL tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability. Specifically, both agencies will support the CAD to CAD system in conjunction with live AVL data exchange to ensure the closest units are recommended and utilized without unnecessary delays and develop specific operating procedures that ensure dispatching accuracy.

- i) Notifications. When advised of an emergency incident within the other's jurisdiction, to make immediate notification of the incident to the jurisdictional agency.
- j) Protective Equipment. Ensure that all personnel respond in and use proper Personal Protective Equipment as specified by the sending Department's policies.

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.

The District, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees from any and all economic losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District 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 the City or from acts not within the scope of duties to be performed pursuant to this Agreement.

The City, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees from any and all economic losses 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 the District or from acts not 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 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 their respective Fire Chiefs or designees.

SECTION 10. TERM AND TERMINATION OF AGREEMENT.

- a) This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon 60 days prior written notice to the other party.

ATTEST:
CLOVIS CITY CLERK

By _____

Date: _____

APPROVED AS TO FORM:
CLOVIS CITY ATTORNEY

By _____

Date: _____

CLOVIS FIRE CHIEF

By _____

Title _____

Date: _____

CITY OF CLOVIS:
CITY MANAGER

By _____

Title _____

Date: _____

FRESNO COUNTY FIRE PROTECTION
DISTRICT:

By _____

By _____

Title: Board President

Date: _____

Title: Fire Chief

Date: _____

APPROVED AS TO FORM:
DISTRICT LEGAL COUNSEL

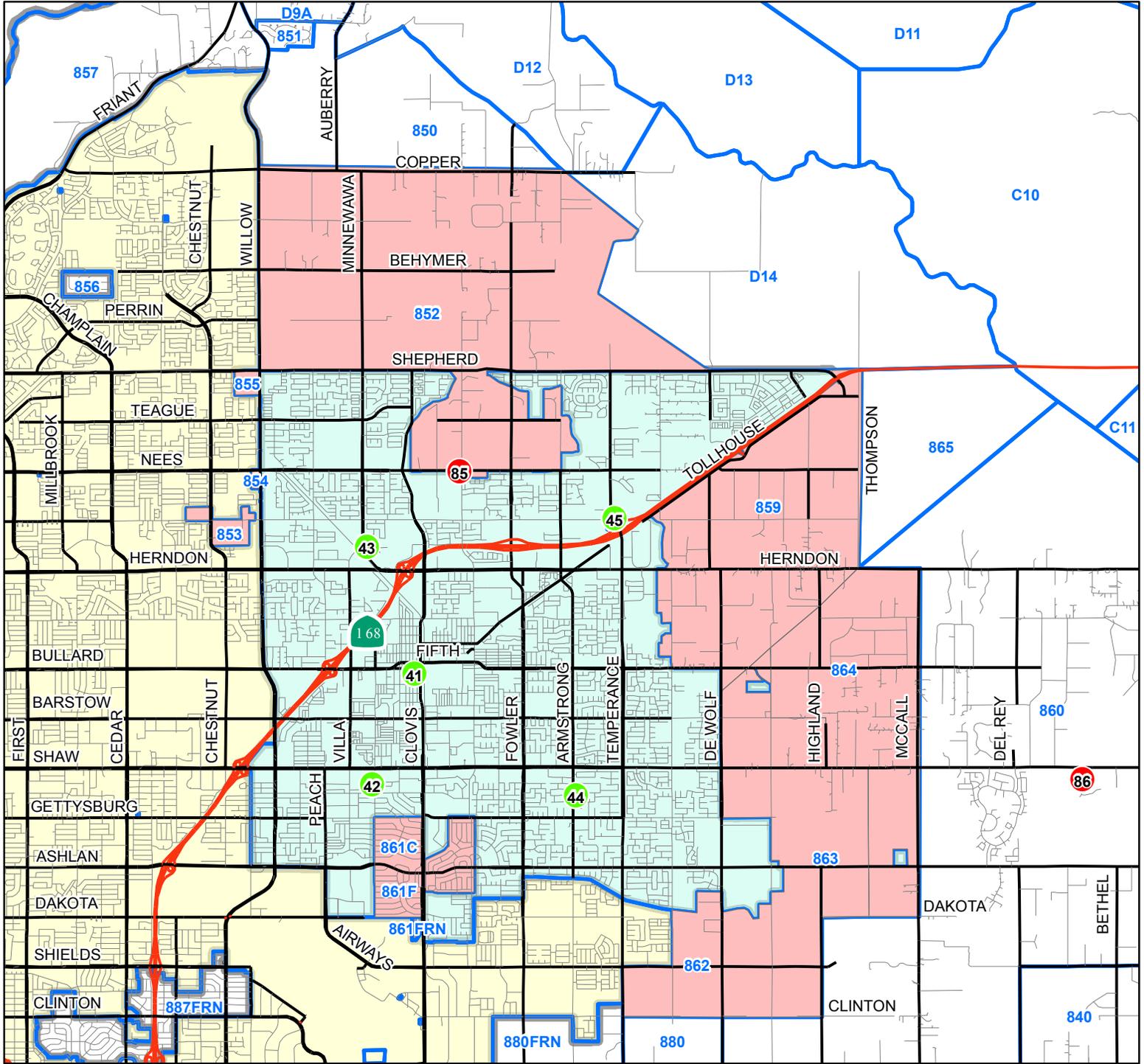
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Clovis Auto Aid Area Map

1 in = 1 miles
0 1 2 Miles



Legend

- | | | | | | |
|--|----------------|---|-------------|--|------------------------------|
|  | Response Areas |  | Highways |  | Clovis Auto Aid Area (Draft) |
|  | Clovis City |  | Major Roads |  | Clovis Fire Stations |
|  | Fresno City |  | Local Roads |  | County Fire Stations |

Map Date: July 24, 2013