

FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE CITY OF REEDLEY
AGREEMENT FOR
AUTOMATIC AID
FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into on the 20th day of APRIL, 2011, by and between the City of Reedley, a municipal corporation, hereinafter called "City" and the Fresno County Fire Protection District, a California Special District, organized under the Fire Protection District Law of 1987 (Health & Saf. Code, § 13800 *et. seq.*), hereinafter called "District".

RECITALS

WHEREAS, the Parties have the power to provide Fire Protection Services and desire to enter into a contract to provide such services consistent with the authority granted under Section 55632 of the California Government Code and Section 13050 and Sections 13861 – 13863 of the California Health and Safety Code; and

WHEREAS, it is to the mutual advantage of the City and the District to provide each other with, and coordinate in advance the help and aid of their respective fire companies in the event of fires, rescues, medical, and other emergencies; and

WHEREAS, the Parties desire to maximize the delivery of Fire Protection Services in their respective jurisdictions by responding with the closest units necessary to protect life or property; and

WHEREAS, an Agreement to provide Automatic Aid is beneficial to both the District and the City; and

WHEREAS, the Parties agree that this Agreement for Automatic Aid shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid that may be in affect now or in the future.

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) "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.
- b) "Responding Party" shall mean any Party to this agreement that receives a request for Fire Protection Services within the jurisdiction of the Requesting Party.

- c) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- d) "Emergency Medical Service" shall mean basic life support service, not including paramedic service.
- e) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- f) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
- g) "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.
- h) "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 PROTECTION SERVICES.

The Party with the nearest available unit/s shall furnish fire protection service within the jurisdiction of the Party requesting such service pursuant to the following provisions.

- a) That 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) The territories covered by this Agreement are the city limits of Reedley, and the territory of the District surrounding the City of Reedley. The boundaries will be Smith Ave. to the West, Central Ave. to the North, Crawford Ave. to the East, and Floral Ave. (Fresno/Tulare County line) to the South. This area is depicted in Exhibit A attached hereto and incorporated herein.
- c) The Responding Party shall respond the unit/s requested provided such unit/s is/are available and closer to the reported incident than units of the requesting party. This Agreement is limited to fire resources assigned or otherwise located within the Agreement area.
- d) The Responding Party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his designated representative.

e) Both Parties agree to release the other party's resources at the earliest opportunity from any incident to which they respond.

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

- (1) The District will respond up to two fire units as Automatic Aid to all structure fires within the City. The responding fire unit(s) will include two career staffed personnel. This service is provided at no cost.
- (2) The District will, if available, respond the Technical Rescue Team to all technical rescue incidents within the City. This service is provided at no cost.
- (3) The District will, if available, respond the breathing support to the City at the request of the Incident Commander (IC) for any incident that warrants a breathing support. This service is provided at no cost.
- (4) Upon the need for coverage assistance in the City, due to high activity or apparatus draw down, the District will provide Fire Apparatus for emergency response. This service is provided at no cost.
- (5) Any requests for assistance outside of the areas established or not identified herein will be considered a Mutual Aid request and will be subject to authorization by the responding party for each request based on availability rather than the nearest available unit concept. These services will be provided at no cost.
- (6) The District will provide and maintain all dispatch responsibilities for Fire and Emergency Medical Services within the City. Reedley Police Department serves as the City's Primary Safety Answering Point (PSAP). Reedley Police Department receives all 9-1-1 calls for the City. Reedley Police will transfer emergency callers to the appropriate secondary answering point for dispatch of all fire and medical related responses, if necessary, in accordance with Fresno County Emergency Medical Services (Fresno EMS) policy # 402 as it currently exists or may be amended from time to time. This service will be provided at no cost to the City in exchange for City's automatic responses to the District as provided in Section 2(g)(1) of this Agreement.

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

- (1) The City will respond one fire unit as Automatic Aid to emergency incidents within the following District boundaries. Smith Ave. to the West, Central Ave. to the North, Crawford Ave. to the East, and Floral Ave. (Fresno/Tulare County line) to the South. This area is defined in Exhibit A. The responding fire unit will include a minimum staffing level of two personnel. This service will be provided at no cost to the District in exchange for the District providing dispatch

and 9-1-1 answering responsibilities for Fire and Emergency Medical Services within the City as provided in Section 2(f)(6) of this Agreement.

- (2) Any requests for assistance outside of the areas established or not identified herein will be considered a Mutual Aid request and will 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.
- h) Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the Fresno Emergency Command Center.
 - i) 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 report to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
 - j) The first arriving officer will be the Incident Commander (IC) until/if relieved by an officer of the agency with jurisdictional responsibility or authority. All apparatus at the scene of an emergency will be under the command of the first arriving officer on scene. 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.
 - k) If an IC requires additional resources to augment the emergency response, he/she shall order them through the Fresno Emergency Command Center. There shall always be one ordering point for any incident which shall be determined by the agency with jurisdictional authority for the incident.
 - l) The Incident Command System (ICS) shall be used on every incident.

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) Mutual Training. Conduct mutual trainings to assure employees are familiar with protocols and equipment utilized by the other.
- b) Common Radio Communications. Work cooperatively to develop and maintain common radio communications protocols to assure adequate communications exists, while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability.
- c) Notifications. When advised of an emergency incident within the other's jurisdiction, to make immediate notification of the incident to the jurisdictional agency.

- d) Protective Equipment, Tools and Equipment. Ensure that all personnel respond in and use properly maintained and serviced Personal Protective Equipment (PPE), fire fighting, rescue tools and equipment, specified by the sending Department's policies and consistent with State and Federal Mandates.
- e) Training Mandates. All personnel of either Party responding in the other Party's jurisdiction will be trained and qualified consistent with State Training and Safety Mandates, including but not limited to those formulated by the California Division of Occupational Safety and Health, as well as other training including, but not limited to, Fire Apparatus Driver/Operator Professional Qualifications, Hazardous Materials First Responder Operations, First Responder Medical, CPR, and Confined Space Rescue Awareness. Additionally all personnel of either Party responding in the other Party's jurisdiction will be also be trained and qualified consistent with any applicable Federal Training and Safety Mandates. Personnel responding in the other Party's jurisdiction for technical rescue, e.g., personnel responding to vehicle accident with confined space victim will meet or exceed State or Federal Mandated requirements for training and qualification for such rescues.
- f) Workers' Compensation. Each Party shall provide and maintain statutory California Workers' Compensation Coverage and employer's Liability Coverage, for not less than the statutorily required amount per occurrence for all of its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

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 Services outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

SECTION 5. LIABILITY AND INDEMNIFICATION.

- a) Each Party agrees to indemnify and hold harmless the other, its officers, elected and appointed officials, employees, volunteers, and Paid-Call-Firefighters, or agents from and against all claims, damages, losses, and expenses, including attorney fees, caused in whole or in part by an negligent act or omission on their part, or any of their officers, elected or appointed officials, employees, volunteers, and Paid-Call-Firefighters, except when caused by the sole negligence or willful misconduct of the other Party. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.
- b) Each Party shall be responsible for any damage to its equipment or injury to its personnel that occurs during performance under this Agreement, except to the extent such damage or injury is caused by the negligent act of or willful misconduct or omission of the other Party or the other Party's

elected or appointed officers, employees, volunteers, and Paid-Call-Firefighters or agents.

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 assigns 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 authorized designees.

SECTION 10. TERM, MODIFICATION AND TERMINATION OF AGREEMENT.

- a) This Agreement shall be effective as of the day and year hereinabove written and shall continue open ended unless terminated pursuant to the following paragraph.
- b) This Agreement may only be modified in writing by mutual consent of the Parties.
- c) 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. To be effective, the notice must be in writing, signed by the Chairperson of the terminating party's governing body (or his designee), and delivered to the other party at the address set out below, either by personal delivery or by certified U.S. mail (postage prepaid, return receipt requested).

If to the City: Chief, City of Reedley Fire Department,
1060 "D" Street, Reedley, CA 93654

If to the District: Chief, Fresno County Fire Protection District

SECTION 11. GOVERNING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the United States and the State of California.

SECTION 12. ENTIRE AGREEMENT

This document (including the attached Exhibit A) sets forth the entire agreement of the Parties with respect to automatic aid and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

IN WITNESS WHEREOF, the City and District, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above, and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

ATTEST:
CITY CLERK

By Kay L. Puro
Date: 4/14/2011

APPROVED AS TO FORM:
CITY ATTORNEY

By [Signature]
Date: 4-13-11

FRESNO COUNTY FIRE PROTECTION
DISTRICT

By Michael DeLoPazo
Title BOARD PRESIDENT
Date: 4/20/11

CITY OF REEDLEY

By [Signature]
Title Interim City Manager
Date: 4/14/2011

APPROVED AS TO FORM:
DISTRICT LEGAL COUNSEL

By William D. Ross
Date: 4-20-11

CENTRAL CALIFORNIA EMERGENCY MEDICAL SERVICES

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 402
Subject	Management of Medical 9-1-1 Calls in Fresno County	Page 1 of 3
Reference	Fresno County 9-1-1 Policies	Effective: 02/15/93

I. Policy

The management of medical 9-1-1 calls shall be consistent with the policies developed by the County 9-1-1 Coordinator. Specific procedures for the operational management of such calls have been developed by the local EMS Agency in order to provide Public Safety Answering Point (PSAP) managers with a guideline for implementing operation procedures for their 9-1-1 dispatchers. This procedure shall be utilized by EMS Dispatchers for call prioritization.

II. Purpose

This procedure has been developed to facilitate the timely receipt of information necessary to initiate an emergency medical services response (e.g. ambulance and first responder) while minimizing repetitive questioning of the calling party and rapidly allowing for the provision of telephone self-help instructions by a certified medical dispatcher. Goals have been established for the timely management of medical calls, while recognizing that complicated calls (such as combined law enforcement/EMS or fire/EMS calls) may exceed the established goals. This protocol has been designed as a model protocol for integration into an individual dispatch center's operational procedures.

III. Procedure

A. Existing 9-1-1 Policy

Existing Fresno County 9-1-1 Policies provide that medical 9-1-1 calls will be transferred from the primary Public Safety Answering Point (PSAP) (law enforcement) to the appropriate Fire agency secondary PSAP for the initiation of first responder response. The Fire PSAP will conference calls to the EMS PSAP in order to provide telephone self-help instructions and, if necessary, initiate an ambulance response. Primary PSAPs which dispatch both law enforcement and fire services will either transfer or conference medical calls directly to the EMS PSAP.

B. Primary PSAP Dispatchers

1. Answer calls with standard response - "9-1-1, state your emergency."
2. Limit interrogation to the information necessary to determine the type of emergency - "police-fire-medical" (according to County 9-1-1 Policies).

Approved By EMS Division Manager	Signatures on File at EMS Agency	Revision 04/15/2009
EMS Medical Director	Signatures on File at EMS Agency	

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3. Transfer the calling party to the appropriate secondary PSAP without delay.

C. EMS/Fire PSAP Dispatchers (also the Law Enforcement dispatchers which dispatch fire units)

1. Answer calls with a standard response by agency protocol (such as "9-1-1, is your emergency medical or fire?" or "9-1-1, state your emergency", "Fire Dispatch, state your emergency" or "Police/Fire Dispatch, state your emergency").

The presenting problem should be identified as quickly as possible. Do not conduct detailed questioning regarding the patient's medical condition as this usually does not change the decision to dispatch a first responder and results in repeated questioning by the EMS PSAP in order to initiate telephone self-help instructions.

2. Ask for the address and call back number in order to confirm ALI/ANI information.
3. Rapidly determine any special information such as the presence of a fire, a hazmat, or a scene which involves violence.
4. Request that the calling party stay on the line and conference (or, if applicable, transfer) the call to the EMS PSAP.
5. Advise the EMS PSAP of the following information:
 - a. presenting problem,
 - b. the address/callback is confirmed or not confirmed (if the ANI/ALI display is incorrect, the Fire PSAP will advise the EMS PSAP of the current information),
 - c. if a fire response will be initiated, and
 - d. if the scene involves violence, is law enforcement at scene and scene is "secure" or are units holding back?

Wait for EMS to confirm that the EMS Dispatcher has heard this report. This information is vital to the EMS PSAP and, if provided by the Fire PSAP, will eliminate the need to repeat these questions to the calling party.

6. Each Fire PSAP shall establish a policy regarding when they will disconnect from listening to the EMS Dispatcher's interview of the calling party.

The goal is to transfer/conference the call to the EMS PSAP within 30 seconds of the Fire PSAP answering the telephone.

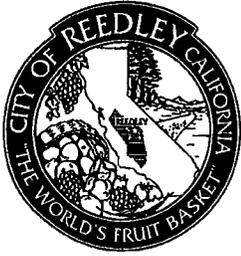
D. EMS PSAP Dispatchers

1. Advise the calling party that an ambulance is being sent.
Note: The ambulance should be alerted once the address, call back and presenting problem have been confirmed and while the calling party is still being interviewed.

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2. Initiate the medical protocol for the presenting problem. Use the key questions to determine the priority of ambulance response. If appropriate, advise the fire dispatcher (still on the line or return call) of the priority of ambulance response.
3. Initiate appropriate medical telephone self-help instructions.

The goal is to alert the ambulance within 30 seconds of the EMS PSAP answering the telephone.



REPORT TO CITY COUNCIL
MEMORANDUM

AGENDA ITEM NO: 16

COUNCIL MEETING DATE: April 12, 2011

SUBJECT: *Automatic Aid Agreement with Fresno County Fire Protection District*

RECOMMENDATION:

Staff recommends approval and authorization for the City Manager to execute the "Agreement for Automatic Aid Fire Protection Services" with the Fresno County Fire Protection District.

BACKGROUND:

The Reedley Fire Department is a participant in a number of agreements and plans that result in the provision of fire protection services to both Reedley, neighboring communities and unincorporated areas of Fresno and Tulare Counties. The City of Reedley has had an agreement in place with Fresno County Fire Protection District for many years, with the most recent agreement executed in 2002.

Mutual Aid Agreements are valuable tools to enhance emergency response due to geographical considerations with respect to fire station locations and also to increase numbers of responding personnel and equipment to an emergency. Agreements also provide for enhanced interoperability between agencies. The interaction affords common practice, equipment knowledge gains and improved firefighter safety. A review of the current agreement with Fresno County and our own fire operations suggested a new agreement is warranted to provide for improved emergency response and safety.

DISCUSSION:

The current agreement with Fresno County Fire Protection District provides for reciprocal response at no costs to the requesting agency. The response from the City, which sends 1 engine, is limited to fires, vehicle collisions and rescue events. The response from the County is to send 2 engines for a structure fire in the City. The response is by request only. The new proposed agreement will greatly enhance agency interoperability, Reedley's fire emergency response, and firefighter and public safety.

In the new agreement, the most notable change is proposing that the Fresno County Fire Protection District will provide and maintain all dispatch and 9-1-1 answering responsibilities for Fire and Emergency Medical Services within the City.

The Reedley Police Department serves as the City's Primary Safety Answering Point (PSAP). The Reedley Police Department receives all 9-1-1 calls for the City. In

this new agreement, Reedley Police would transfer the emergency callers to the Fresno Emergency Command Center for all fire and medical related responses. The Fresno Command Center would then initiate fire response (first responders) while concurrently conferencing the emergency caller to Fresno County EMS. This dispatching service will be provided at no cost to the City in exchange for automatic responses to the district shown on the attached boundary map, which is the existing response area.

Currently, emergency fire dispatch is performed by the Reedley Police Department. While this arrangement has worked satisfactorily for many years, the growth of the City has rapidly increased the amount of emergency calls. Over the past several years, call volume has increased for both the Fire and Police Departments. The call volume for the Fire Department has increased over one-hundred (100%) from 582 calls in 2005 to 1181 last year. In 2007, call volume was 1203. Last year, the Police Department received over forty-five thousand (45,000) calls. The increase in call volume has put a strain on our Police Department which typically has a single dispatcher on duty. The dispatcher is tasked with taking the call, disseminating the call and conferencing and dispatching the call if the fire department is needed, along with dispatching police units. Whereas our police dispatchers perform quite well, they are not specifically trained for the fire service. The sheer numbers of calls, concurrent calls and different language sets between the two disciplines increases the chance of miscommunication and causes inefficiencies. Based on the aforementioned, having to dispatch and communicate with both fire and police is very difficult at times and is considered a major safety risk for both agencies.

The Fresno ECC is an NFPA 1221 compliant dispatch center. NFPA 1221 is the fire service standard for the Installation, Maintenance and Use of Emergency Communications Systems. The Standard is used to establish the required levels of performance and quality of installations. The Fresno ECC meets and exceeds the NFPA standard. The ECC is overseen by a Battalion Chief and is required to have a Captain on duty at all times. The ECC serves not only Cal Fire and the Fresno County Fire Protection District, but also serves twelve other emergency agencies. This includes serving as the California Emergency Management Agency Region V Coordination Center. Some benefits of the Fresno ECC for providing fire dispatch services are as follows;

- Rip and Run – Station printers that provide responding crews with a copy of all available information within 3 seconds of dispatch. This includes precise location (lat/long) address, all responding units and radio frequencies to be utilized. A printer will be installed at both the fire and police stations.
- Mobile Data Computing – This platform provides automated travel routing recommendations to emergency calls, along with putting advanced mapping and data in the hands of company officers allowing for a highly informed decision making process while providing for a higher degree of firefighter safety. Fire pre-plans can be loaded into the system to provide the interior layout of the building and to determine where main utility services and hazards are located. Fresno County Fire currently uses this technology, and Reedley Fire has the Mobile Data terminals installed in first-out vehicles already.
- Automated Vehicle Locator (AVL) – This provides for dynamic dispatching of the closest available units and fully integrates two-way data communications between the mobile computers and the Computer Aided Dispatch.

- Accurate recording and reporting of incident details.

In addition to dispatch services, the District has offered the following;

- Two fire units will respond to all structure fires within the City. This includes a ladder truck if needed.
- Technical Rescue Team response.
- Breathing Air Support for on-scene SCBA refill.

This technology and support will greatly improve the City's ability to strategize our response to local emergencies if reinforcement or specialized equipment is required, and will be provided at no cost.

In obligation to the County, the City will respond one fire unit as Automatic Aid to emergency incidents within the current response area boundaries. This means that the fire department will respond to all incidents within the response area which would include medical aid calls. Medical aid calls will account for approximately 120 calls per year (10 calls per month).

The responding agency is not obligated to furnish any service if apparatus, equipment, personnel or any combination thereof is not available as determined by the Fire Chief or designated representative. The fiscal impact on both involved agencies is considered manageable based on the value of the benefits provided. Representatives from both Reedley Fire and Police Departments and the Fresno County Fire Protection District are recommending the implementation of the "Agreement for Automatic Aid Fire Protection Services" as a means to strengthen fire protection and emergency services for the benefit of all in the City and surrounding area.

FISCAL IMPACT: \$4,800.00 TO \$10,200.00 per year.

Budgeted item: Yes FY 2011/2012
Expenditure: Ongoing
Fund Acct(s): 001-4300-1020

Prepared by:  (Dept. Head)

Approved by: _____ City Manager

Attachment; Proposed "Agreement for Automatic Aid Fire Protection Services"

Motion: _____

Second: _____