

TO: James L. App
City Manager

FROM: Douglas R. Hamp 
Chief of Emergency Services

SUBJECT: Revised Automatic Aid Agreement

DATE: March 2, 1999

NEED: For the City Council to review and approve the attached revised Automatic Aid Agreement for emergency response between the City of Paso Robles, Department of Emergency Services and the State of California, Department of Forestry/County of San Luis Obispo Fire Department wherein said Automatic Aid Boundary adjustments have been made.

FACTS:

1. In or about the year of 1980, the City of Paso Robles and the County of San Luis Obispo entered into an Automatic Aid Agreement for the purpose of emergency response.
2. The intent of this agreement has been to support or augment emergency resources commonly provided by fire protection organizations.
3. Paso Robles and the County of San Luis Obispo have experienced a positive inter-agency relationship and have benefited from the previous automatic aid agreement.
4. Because of annexations by the City of Paso Robles and the addition of a new CDF/County Fire station on Highway 46 East, Automatic Aid boundaries have been affected and need modification to reduce the City's response into the county area.

**ANALYSIS AND
CONCLUSION:**

The process in which reciprocal services are provided is based on the nearest resource concept. This allows for either agency to provide response to an emergency quicker than the responsible jurisdiction. The frequency of response has proven to be relatively equal in value.

The benefits to the City of Paso Robles provided by CDF/County of San Luis Obispo include the preservation of property and lives, as well as a savings of thousands of dollars in fire suppression costs.

With the construction of the new Meridian County Fire facility (Station #36 off Highway 46 East), Paso Robles responses to county areas on the City's northeast boundary will decrease.

Attached is a copy of the Operational Plan between the Fire Chiefs which identifies Responsibility, Areas of Response, Communications and Joint Training.

POLICY

REFERENCE: Paso Robles Municipal Code Chapter 16, Section 16.08.100 (Services outside of City Limits)

FISCAL IMPACT: Variable, considering the exchange of personnel and equipment.

OPTIONS:

- A. Authorize the revision of the current agreement by signing the attached Agreement for Automatic Fire Protection Aid.
- B. Amend, modify or reject the above option.

**OPERATIONAL PLAN
OF AUTOMATIC RESPONSE AND USE BETWEEN**

**CITY OF EL PASO DE ROBLES
PASO ROBLES DEPARTMENT OF EMERGENCY RESPONSE**

CDF/SAN LUIS OBISPO COUNTY FIRE

PURPOSE

This document is to serve as the operational plan to facilitate the Automatic Response agreement between CDF/San Luis Obispo County Fire Department and City of El Paso de Robles Department of Emergency Services. This plan will include the following items:

- Jurisdictional Responsibility
- Areas of Response
- Communications/Dispatch
- Joint Training

JURISDICTIONAL RESPONSIBILITY

The Incident Commander in whose jurisdiction the incident occurs is in charge providing direction to personnel and equipment provided through this agreement. The Incident Command Organization will be established by the first arriving unit and transitioned to the responsible jurisdiction as early as possible.

AREA OF RESPONSE

CDF will automatically respond 1 Air Attack, 3 Engines, 1 Bulldozer, and one Chief Officer to wildland fires for CITY response areas R-14, R-14A, and R-8, as shown on the attached map.

CITY will automatically respond one engine to structural, wildland, vehicle fires and medical emergencies within the CDF/County response areas of R-7, R-9, R-10, R-15, R-13, R-13A, and T-1 as shown on the attached map.

CDF will automatically respond one engine to structural, vehicle fires, and medical emergencies within the City for City response areas R-8 and R-14A. CDF will automatically respond one engine to structural fires within the City for City response area R-14 as shown on the attached map.

COMMUNICATIONS/DISPATCH

Command Net for CITY incidents will be CITY Fire Net, with TAC channel being white.

Command Net for CDF/COUNTY FIRE will be SLU Local with TAC channel being white.

AGENCY	PRIMARY COMMAND	TONE	SECONDARY COMMAND	TONE	PRIMARY TACTICAL	SECONDARY TACTICAL
CITY/ DISTRICT	155.115 RX 153.815 TX	82.5 82.5			154.280 RX 154.280 TX	154.295 RX 154.295 TX
CDF/ COUNTY	151.325 RX 151.315 TX	123.0 123.0	154.385 RX 154.385 TX	82.5 82.5	154.280 RX 154.280 TX	154.295 RX 154.295 TX

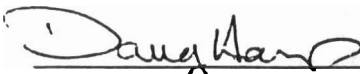
JOINT TRAINING

Both parties to this agreement shall schedule and participate in joint training exercises at mutually agreed upon times and locations in order to ensure that optimum performance levels be maintained. It is expected that at least two joint training sessions be held annually.

AGREEMENT SIGNATURES

Dan Turner, Chief
CDF/San Luis Obispo County Fire

Date: _____



Doug Hamp, Chief
City of El Paso de Robles
Department of Emergency Services

Date: 11-13-98

AGREEMENT FOR AUTOMATIC FIRE PROTECTION AID

THIS AGREEMENT, is made and entered into this _____ day of _____ 1999, by and between the CITY OF EL PASO DE ROBLES, hereinafter called CITY, and the STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY, through its duly qualified and acting director, hereinafter called CDF, and COUNTY OF SAN LUIS OBISPO, herein after called COUNTY.

WITNESSETH

WHEREAS, CITY maintains and operates a fire protection organization within the area known as the City of EL PASO DE ROBLES; and

WHEREAS, CDF/COUNTY maintains and operates a fire protection organization, pursuant to a contract with the County of San Luis Obispo, entered into under the authority of Government Code Section 55606, for purpose of providing life and property protection in County responsibility areas adjacent or proximate to the area protected by CITY; and

WHEREAS, Health and Safety Code Section 13050 authorizes the use of the apparatus, equipment, and fire fighting forces of any public entity outside the jurisdictional limits of that public entity for the purpose of providing fire protection or firefighting service; and

WHEREAS, Government Code Section 55632 authorizes the legislative body of any local agency to contract with any other local agency for the furnishing of fire protection to such local agency; and

WHEREAS, Government Code Section 55603 authorizes the Board of Supervisors to contract with any local agency within the County of San Luis Obispo for the performance by the County Fire Warden/Fire Chief of functions for the preservation and suppression of fires; and

WHEREAS, it is the desire of the agencies hereto to render automatic fire protection aid when such aid is necessary; and

WHEREAS, the chief officers of the agencies after careful review of past fire incidents, have identified a need for a more immediate response of necessary resources to control and mitigate an incident in its early stages; and

WHEREAS, the solution to the need for resources can be obtained through a pre-set, identified automatic response of fire department resources to reduce response time, provide adequate staff levels and provide a high level of service to the citizens; and

WHEREAS, the participating agencies have, through the use of mutual aid, demonstrated a successful history of working together on previous fire incidents;

NOW, THEREFORE, the parties mutually agree as follows:

1. The parties agree to respond to emergencies outside their respective jurisdictional limits and into the jurisdictional boundaries of the other party in accordance with the following terms and conditions.
2. To furnish fire protection personnel, equipment, material, and supplies and to render such fire protection services to each other as may be necessary to suppress fires or provide emergency assistance to life threatening incidents.
3. Automatic aid shall be provided within the limits of San Luis Obispo County as identified on the attached map.
4. No participating agency shall be required to deplete its own fire protection resources, personnel, services, and or facilities to the detriment of its normal fire protection responsibilities.
5. The parties shall make every effort to return personnel and equipment to their respective jurisdiction as soon as possible.
6. No response to an automatic fire protection aid request provided for in this Agreement will be made by the parties hereto unless such request is received through established communications channels common to each party.
7. Nothing in this Agreement is intended by the parties to diminish, waive, or otherwise affect the privileges and immunities conferred upon the parties by the operation of law.
8. Each party to this Agreement shall cover its employees' Workers Compensation liability without cost to the other party.
9. Except as may be provided by separate agreement between the parties hereto, the assurance of automatic fire protection aid set forth herein shall constitute the sole consideration for the performance hereof that neither party shall be obligated to reimburse the other on account of any action taken or aid rendered hereunder of for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the requested assistance herein provided for during the first 12 hour period.
10. Each party shall be fully responsible for all repairs, maintenance and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment used pursuant to this agreement while its equipment is used outside of its political boundaries.
11. During prolonged emergencies the requesting party shall provide for the well being of the responding party's personnel.
12. That any automatic aid provided under this Agreement is made with the express understanding that the authorized Incident Commander (in whose jurisdiction an incident

requiring aid has occurred) shall remain in charge at such incident; including the direction of the personnel and equipment provided through the operation of this Agreement.

13. Nothing in this Agreement shall limit either party from participating in separate agreements with other jurisdictions.

14. Government Code Section 50925 et seq. (extra-territorial activities of firemen) are incorporated into this Agreement and shall apply to all cases of mutual aid.

15. The party requesting mutual aid shall defend, indemnify, and hold harmless the lending party from and against any and all liability, loss, expenses, attorneys' fees or claims of injuries or damages arising out of the performance of this agreement, except those liabilities, losses, expenses, attorneys' fees or claims for injuries or damages arising out of the acts which are proven to be outside the course and scope of the employment of the responding party's employee.

16. This Agreement shall commence on the date herein above written, and shall remain in full force, unless terminated by any of the agencies involved, in writing, with thirty (30) days notice of such termination.

17. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by the established representatives of both parties. (Subject to Paragraph 19)

18. This Agreement does not preclude either party from seeking civil collection costs as reimbursement for actual costs incurred from the parties responsible for causing the incident response.

19. Representatives of the parties' Fire Departments are authorized to execute supplementary agreements regarding operational procedures and planning as necessary to implement this agreement. Each party shall furnish the other, in writing, the name and title of the representative.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto, on the date first above written.

Mayor
City of El Paso de Robles

ATTEST:

City Clerk
City of El Paso de Robles

City Attorney
City of El Paso de Robles

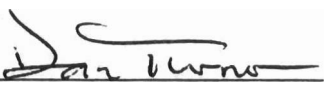
Chair, Board of Supervisors

ATTEST:

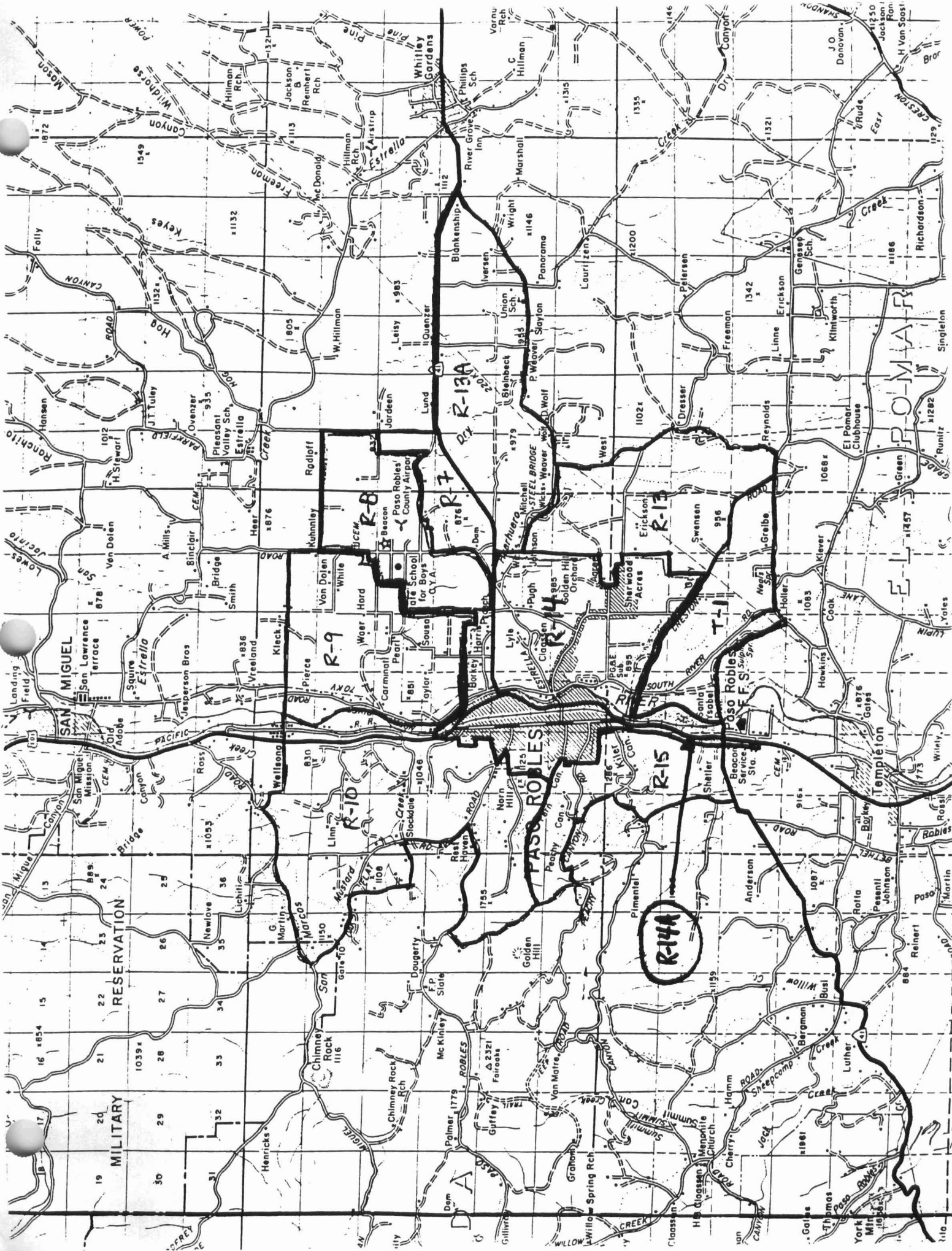
County Clerk and Ex-Officio Clerk of the Board
Supervisors of the County of San Luis Obispo

By: _____
Deputy Clerk

County Counsel
County of San Luis Obispo



Dan Turner, Unit Chief
California Department of Forestry
& Fire Protection, San Luis Obispo



SAN MIGUEL RESERVATION

MILITARY

PASO ROBLES

R-14A

R-13A

R-9

R-10

R-7

R-8

R-13

R-15

POMONA

EL PASO

Chimney Rock

Marcos

Newlove

Liebherr

Martin

Chimney Rock

San Marcos

Dougerty

McKinley

Palmer

Guffay

Van Maire

Golden Hill

Sheller

Pimentel

Anderson

Rolla

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