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APR 11 2013

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Where Values Make The Difference

MEMORANDUM **Fire Department**

DATE: APRIL 11, 2013

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD

FROM: JEFF CLARK, FIRE CHIEF JC

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

RECOMMENDATION: Staff recommends that Council adopts the Intergovernmental Agreement with the City of Phoenix (et al.) that provides for Automatic Aid for Fire Protection and Other Emergency Services.

BACKGROUND/DISCUSSION: Fire Departments in the metropolitan Phoenix area operate in a cooperative manner with regards to providing the fastest and most appropriate emergency response to fire and medical emergencies. Fire response units from 23 cities, towns, fire districts, and governmental jurisdictions in the Phoenix metropolitan area are dispatched to emergency calls via Global Positioning System, without regard to jurisdictional boundaries. This is a very efficient and effective service delivery model that Chandler has been part of since 2001. This updated Automatic Aid Agreement is necessary to bring all 23 jurisdictions under the same version of the agreement in order to maintain current response system standards.

FINANCIAL IMPLICATIONS: There are no financial implications associated with this Automatic Aid Agreement.

PROPOSED MOTION: Move that Council approve the Intergovernmental Agreement with the City of Phoenix (et al.) that provides for Automatic Aid for Fire Protection and Other Emergency Services.

Attachments: Intergovernmental Agreement

AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT, is made and entered into this ____ day of _____, _____, by and between the Cities, Towns, Fire Districts, and governmental jurisdictions as listed in Appendix "A" Automatic Aid System Participants (hereinafter referred to as Automatic Aid System Participants) through their duly authorized Mayor, City Manager or Board Director, to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

W I T N E S S E T H:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and;

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation, and;

WHEREAS, the participating cities, towns and fire districts of the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities, and;

WHEREAS, the Automatic Aid System Participants are committed to demonstrate

public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participants, and;

WHEREAS, it is the desire of the Automatic Aid System participants joining in this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes.

2. That the Automatic Aid System participants executing this agreement agree to dispatch

their respective assigned fire department units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.

4. If at any time while this Automatic Aid Agreement is in effect, if a party to the Automatic Aid Agreement closes a fire station, or reduces the level of fire, medical or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services will give a minimum of 120 days notice to all other parties to this Automatic Aid Agreement.

5. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments to fulfill their missions.

6. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.

7. Each participating municipality or fire district shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees. If at any time it is determined that communications infrastructure is necessary to meet the operational requirements of the automatic aid response system, the jurisdiction's fire department will assist the Mesa or Phoenix Fire Department in facilitating all necessary steps to implement sufficient communications infrastructure, including the authorizations, agreements, access, etc.

8. Each Automatic Aid System participant shall be a member of the Central Arizona Life Safety Response System Council. The Fire Chief or his principle assistant, will be his department's representative on the Council. The Council shall meet regularly to discuss issues of mutual concern and to develop policy positions on these issues.

9. Participants in this automatic aid agreement do further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement:

A. The Automatic Aid System will use a Computer Aided Dispatch system that automatically selects the closest, most appropriate unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.

B. The Automatic Aid System allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically - regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The dispatch system utilizes Automatic Vehicle Location (AVL) equipment to discern the

location of emergency response units and a computerized Geographic Information System (GIS) to discern the location of the emergency call. The AVL and GIS systems allow the dispatch system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. All Automatic Aid system participants shall insure its engines, ladders and ladder tenders are equipped with AVL's.

C. The automatic aid system utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, a Mobile Computer Terminal (MCT) system, a station alerting system, direct communication lines between each participating fire station and the Dispatch Center, and a paging system. These systems are in place and supported by the Dispatch Center.

D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The Incident Management System and associated standard operating procedures adopted for use by all Automatic Aid participants is the Phoenix Fire Department's Standard Operating Procedures as outlined in Phoenix Volume II Manual.

E. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards (basic evolutions used by the fire service). Battalion Chiefs and other designated command officers will attend at least 75% of joint

command officer training for responders. Participants shall explore other opportunities for joint training. Participants that do not attend joint training opportunities on a regular basis, as determined by the Central Arizona Life Safety Council, will be automatically removed from this agreement.

F. To ensure compatibility of equipment, participants shall maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).

G. Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations.

H. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The dispatch system can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.

I. System participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for engines and ladders shall be four members. Henceforth this will be referred to as full staffing. Engine and ladder staffing may be reduced to three trained personnel for short periods of time as established by the Life Safety Council throughout a 24 hour shift. Departments that

enter the system with a staffing level of three members on each engine and/or ladder shall have an active plan to accomplish full staffing within one year of entry.

J. To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Automatic Aid System participants. Departments shall use safety officers that will follow standardized procedures as recommended by NFPA. Staff filling the role of safety officer shall participate in joint training.

K. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders.

L. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid System will be comparable.

M. Participants shall define "time of dispatch" as the point in time at which the Dispatch and Deployment Center has notified the station or (responding unit if out of station) of the call through the station alert system, radio, or MCT.

N. Participants shall measure "response time" from the time of dispatch to time of arrival on-scene.

O. Calls outside the response boundaries of the Automatic Aid Response System will be considered mutual aid where such written agreements exist. Requests for and responses to mutual aid will be at the sole discretion of the departments involved.

P. System participants agree that full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to public. Staffing engines and ladders with less than full staffing has financial implications to neighboring jurisdictions, the system as a whole, and the public. Before June 30, 2016, participants that reduce staffing below full staffing shall be subject to financial considerations intended to make the system whole. After June 30, 2016, participants that reduce staffing below full staffing shall no longer be members of the automatic aid system.

10. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from County, State and Federal agencies.

12. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between any of the parties hereto.

13. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

14. The parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

15. This Automatic Aid Agreement shall commence upon filing with the Maricopa County Recorder's Office and shall continue in force until terminated by formal act of the parties to this agreement. If one party wishes to terminate this agreement, one hundred twenty (120) days notice in writing of intention to terminate shall be given to all parties involved.

16. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

17. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. The parties to this agreement hereby agree that other departments dispatched by the Phoenix Dispatch Center and added to the Automatic Aid Response System may be added to this Automatic Aid Agreement upon approval of their governing body and the filing of its signature page with this agreement at the Maricopa County Recorder's Office.

19. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.

IN WITNESS WHEREOF, this Agreement is executed on the year and date first above written.

15001

APPENDIX A

PARTICIPATING FIRE DEPARTMENTS AND FIRE DISTRICTS WITH REQUIRED SIGNATORY YEAR

Signers during FY 2012-2013

Chandler Fire Department
Daisy Mountain Fire District
Glendale Fire Department
Mesa Fire Department
Phoenix Fire Department
Scottsdale Fire Department
Tempe Fire Department

Signers during FY 2013-2014

Avondale Fire - Rescue
Gilbert Fire Department
Guadalupe Fire Department
Peoria Fire Department
Tolleson Fire Department

Signers during FY 2014-2015

El Mirage Fire Department
Goodyear Fire Department
Queen Creek Fire Department
Sun City Fire District

Signers during FY 2015-2016

Apache Junction Fire District
Buckeye Fire Department
Buckeye Valley Fire District
Maricopa Fire Department
Sun City West Fire District
Sun Lakes Fire District
Surprise Fire Department

JURISDICTION: CHANDLER

The City of Chandler is authorized by Article I, Section 1.03, of the City Charter and A.R.S. § 11-952(D) to join with other governmental entities by contract for the exercise of its powers and is further authorized by Article I, Section 1.03, of the City Charter to organize and maintain the fire department and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Council of the City of Chandler on _____, 2013.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Jay Tibshraeny
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney (*kl*)
In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledge: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the state of Arizona and the City of Chandler charter.

APPROVED AS TO FORM:

By: _____
City Attorney (*kl*)
City of Chandler