

City of Brisbane
Agenda Report

Date: June 1, 2009
To: Mayor & City Council
From: Ron Myers, Fire Chief
Subject: Agreement for Exchange of Emergency Medical, Rescue and Fire Protection Services
Automatic Aid Agreement

PURPOSE

To continue to provide necessary services that protect the citizens of Brisbane in case of emergency.

RECOMMENDATION

Approve Countywide Automatic Aid and Full Boundary Drop Agreement

BACKGROUND

As part of the 1997 San Mateo County Pre-Hospital Emergency Services Provider Group Joint Powers Agreement (JPA) a Countywide Automatic Aid Agreement was required and approved by all members of the JPA. This agreement will expire June 30, 2009 and must be renewed and continued.


DISCUSSION

The San Mateo County Pre-Hospital Emergency Services Provider Group JPA requires the implementation of comprehensive and automatic aid and full boundary drop with closest resource responses and move and cover by each fire agency regardless of jurisdiction pursuant to the adopted countywide deployment plan.

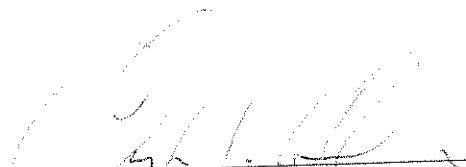
The San Mateo County Pre-Hospital Services Provider Group JPA has served the County of San Mateo local government agencies and the public well in the past and will continue to provide a high level of service for the next 10 years with the approval of this agreement.

FINANCIAL IMPLICATIONS

There is no fiscal impact



Ron Myers, Fire Chief



Clayton Holstine, City Manager

AGREEMENT FOR EXCHANGE OF
EMERGENCY MEDICAL, RESCUE AND FIRE PROTECTION SERVICES
AUTOMATIC AID AND FIRST RESPONSE

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the County of San Mateo, the cities within San Mateo County and the fire protection districts within San Mateo County, who names appear below as signatories to this Agreement.

WHEREAS, the cities and fire protection districts within San Mateo County and the County of San Mateo entered into the Joint Powers Agreement under the heading of San Mateo County Pre-Hospital Emergency Services Provider Group (JPA) to provide prompt advanced life support medical services to citizens of San Mateo County; and

WHEREAS, this JPA agreement requires the implementation of a comprehensive and full boundary drop with closest resource responses and move and cover by each fire agency regardless of jurisdiction pursuant to countywide deployment plan; and

WHEREAS, the parties to this agreement provide emergency medical, rescue and fire protection services, as well as mitigate other types of emergency and non-emergency incidents; and

WHEREAS, it is in the best interest of the citizens within San Mateo County and each individual jurisdiction to provide the most expeditious response to render emergency medical and rescue assistance and to suppress fires, as well as mitigate other types of emergencies and non-emergency incidents; and

WHEREAS, each party is desirous of providing to the other reasonable and reciprocal exchange of emergency medical, rescue, fire and other emergency and non-emergency services on a day-to-day basis; and

WHEREAS, this agreement is authorized and provided for by provisions of the Health and Safety and Government Codes of the State of California and acts and statutes of the Federal Government, where applicable.

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

1. Automatic Aid. Each of the signatory parties to this Agreement shall provide automatic aid to each other for Fire Department incidents. Automatic aid shall be provided in accordance with the "Deployment Plan for San Mateo County", herein referenced as the "Deployment Plan." The cities, fire protection districts and the County intend that this Agreement will provide mutual benefits to all parties and herein authorize the San Mateo County Fire Chiefs to revise the Deployment Plan as may be dictated by changing conditions and the requirements of mutual benefits to all parties. It is agreed that any reductions of emergency medical and fire protection forces by any agency shall be cause for those agencies involved to meet and discuss impacts and come to resolution on said impacts.

2. Insurance and Liability. No debt, liability, or obligation of one party shall be the debt, obligation, or liability of another party. Each party shall provide, in its discretion, insurance for its personnel and entity. Each party shall be responsible for its own acts and/or omissions.

3. Equipment and Resources. The equipment designated in the Deployment Plan, the policies and standards adopted by the San Mateo County Fire Chiefs Association, or any other document as may be adopted by the San Mateo County Fire Chiefs Association, shall be the equipment and resources that each party shall provide to an automatic aid response. In the absence of designated equipment and resources, each party shall provide, in its discretion, the equipment and resources it deems appropriate in any automatic aid response.

4. Third Party Beneficiaries. Nothing set forth in this Agreement shall create, nor is it intended to create, third party beneficiaries who may rely upon any breach of this Agreement to assert a cause of action in their behalf.

5. Withdrawal. Each party to this Agreement shall remain a party to this Agreement for the entire term of the contract between the San Mateo County Pre-Hospital Emergency Services Group (JPA) and San Mateo County for fire paramedic first response. The requirement to maintain membership is essential to the proper functioning of this Agreement. In the event any party fails to maintain its status as a party and or fails to provide automatic aid, the services that would have been provided by such defaulting party may be provided by other parties to this Agreement. The defaulting party shall be responsible for the cost of the defaulted service performed by the other parties to this Agreement, plus 5% of such cost.

6. Amendment: The Parties may from time to time, during the life of this Agreement, vote to amend its provisions to address changes in conditions. All proposed amendments must be approved by a majority of the Parties to the Agreement in order to be effective.

7. Effective Date: This Agreement shall be effective on the first day of the month following the month in which this Agreement shall have been approved by all of the parties. This Agreement may be executed in counter-part copies which, taken together, shall constitute a single document.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City of Brisbane

Central County Fire Department

San Mateo County Fire

Colma Fire Protection District

City of Daly City

City of Foster City

Coastside Fire Protection District

Menlo Park Fire Protection District

City of Millbrae

City of Pacifica

City of Redwood City

City of San Bruno

City of San Mateo

Belmont / San Carlos Fire Department

City of South San Francisco

Woodside Fire Protection District