

NOTICE OF REGULAR MEETING

Pursuant to Section 54954.2 of the Government Code of the State of California, a Regular meeting of the **SOUTH COUNTY FIRE AUTHORITY** is hereby called for:

Date/Time: **Tuesday, July 21, 2015, 6:30 p.m.**
(or as soon thereafter as possible)

Location: **Council Chambers**
333 Civic Center Plaza, Tracy

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the South County Fire Authority on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

1. Call to Order
2. Roll Call
3. Items from the Audience - *In accordance with Procedures for Preparation, Posting and Distribution of Agendas and the Conduct of Public Meetings, adopted by Resolution 2015-052 any item not on the agenda brought up by the public at a meeting, shall be automatically referred to staff. If staff is not able to resolve the matter satisfactorily, the member of the public may request a Board Member to sponsor the item for discussion at a future meeting.*
4. Approval of Minutes
5. AUTHORIZE THE FIRE CHIEF TO SIGN AN AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, CAL FIRE, SANTA CLARA UNIT (CALFIRE SCU), AND THE SOUTH COUNTY FIRE AUTHORITY (SCFA) FOR MUTUAL AID AND INTER-JURISDICTIONAL FIRE PROTECTION SERVICE, EMERGENCY MEDICAL AND RESCUE AND FIRST RESPONSE SERVICES
6. Items from the Audience
7. Adjournment

July 16, 2015

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in public meetings. Persons requiring assistance or auxiliary aids in order to participate, should call City Hall (209-831-6000), at least 24 hours prior to the meeting.

Any materials distributed to the majority of the South County Fire Authority regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 333 Civic Center Plaza, Tracy, during normal business hours

April 21, 2015, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

1. Chairperson Rickman called the meeting to order at 6:00 p.m.
2. Roll Call found Directors Ahmad, Smith and Chairperson Rickman present. Director Maciel absent.
3. Items from the Audience - None.
4. Approval of Minutes – It was moved by Director Ahmad and seconded by Director Smith to adopt the regular meeting minutes of January 20, 2015. Voice vote found all in favor; passed and so ordered. Director Maciel absent.
5. ACCEPT A REPORT ON THE SOUTH COUNTY FIRE AUTHORITY EMERGENCY RESPONSE PERFORMANCE FOR THE THIRD QUARTER OF FISCAL YEAR 2014-2015 – Fire Division Chief Steve Hanlon provided the staff report.

The report is a summary of emergency response performance for the third quarter of fiscal year 2014/2015. The total number of Fire Department incidents in the South County Fire Authority for the third quarter of fiscal year 2014/2015 increased by 8.57% or 134 calls compared to the third quarter of fiscal year 2013/2014. Response performance remains on par and consistent.

It was moved by Director Smith and seconded by Director Ahmad to accept the report on the South County Fire Authority Emergency Response Performance for the Third Quarter of Fiscal Year 2014-2015. Voice vote found all in favor; passed and so ordered. Director Maciel absent.

6. ELECT A CHAIR-CHAIR FROM TRACY RURAL FIRE DISTRICT TO THE SOUTH COUNTY FIRE AUTHORITY BOARD OF DIRECTORS FOR THE REMAINDER OF CALENDAR YEAR 2015 – Division Chief Bramell presented the staff report.

On February 17, 2015, Tracy Rural Fire District (TRFD) Board Director James Thoming resigned his position with the Board. As an appointed representative of TRFD, Mr. Thoming also served as the Vice-Chairperson of the South County Fire Authority Board of Directors.

Per the Joint Exercise of Powers Agreement for the South County Fire Authority (SCFA), upon Mr. Thoming's resignation from the TRFD Board, he ceased to be a member of the SCFA Board of Directors, thus creating a vacancy on the Board. During calendar year 2015, the Vice-Chairperson must be appointed from TRFD. The SCFA Board of Directors must elect a Vice-Chairperson from TRFD to fulfill the remaining one-year term for calendar year 2015.

All vacancies on the SCFA Board shall be filled by the appointing entity within thirty days of the vacancy. At the March 10, 2015 meeting of the TRFD Board of Directors, Chairman Tim Smith was appointed to represent TRFD on the SCFA Board of Directors.

It was moved by Director Ahmad and seconded by Chairperson Rickman to appoint Director Smith as Vice-Chairperson. Voice vote found all in favor; passed and so ordered. Director Maciel absent.

7. ITEMS FROM THE AUDIENCE - None
8. Adjournment – It was moved by Vice-Chairperson Smith and seconded by Director Ahmad to adjourn. Voice vote found all in favor; passed and so ordered. Director Maciel absent. Time: 6:15 p.m.

The above are action minutes. The above agenda was posted at Tracy City Hall on April 16, 2015.

Chairperson

Attest:

Secretary

SOUTH COUNTY FIRE AUTHORITY

SPECIAL MEETING MINUTES

May 12, 2015, 4:30 p.m.

Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

1. Chairperson Rickman called the meeting to order at 4:30 p.m.
2. Roll Call found Directors Ahmad, Smith, Maciel, and Chairperson Rickman present.
3. Items from the Audience - None.
4. **ADOPT THE PROPOSED FISCAL YEAR 2015-16 FIRE DEPARTMENT BUDGET AND THE COST SPLIT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT** – Fire Division Chief Dave Bramell presented the staff report.

Director comments and questions followed.

Motion made by Director Maciel and seconded by Director Ahmad to adopt SCFA Resolution 2015-002 adopting the Fiscal Year 2015-16 budget for the South County Fire Authority. Voice vote found all in favor; passed and so ordered.

5. Adjournment – Motion made by Director Maciel and seconded by Director Ahmad to adjourn. Voice vote found all in favor; passed and so ordered. Time: 4:53 p.m.

The above are action minutes. The above agenda was posted at Tracy City Hall on May 8, 2015.

Chairperson

Attest:

Secretary

SCFA AGENDA ITEM 5

REQUEST

AUTHORIZE THE FIRE CHIEF TO SIGN AN AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, CAL FIRE, SANTA CLARA UNIT (CALFIRE SCU), AND THE SOUTH COUNTY FIRE AUTHORITY (SCFA) FOR MUTUAL AID AND INTER-JURISDICTIONAL FIRE PROTECTION SERVICE, EMERGENCY MEDICAL AND RESCUE AND FIRST RESPONSE SERVICES

EXECUTIVE SUMMARY

The South County Fire Authority (SCFA) and the California Department of Forestry and Fire Protection, CALFIRE Santa Clara Unit (CALFIRE-SCU) have had a longstanding cooperative relationship regarding emergency response. Although both agencies readily assist one another, no formal agreement has been in place to specify how assistance will be provided. This mutual aid agreement will serve to describe the operations and services provided by each agency in respect to providing mutual aid.

DISCUSSION

Although separate from the SCFA, CALFIRE-SCU is physically located within the jurisdictional boundaries of the authority. Due to the physical location of CALFIRE-SCU, it is advantageous for both agencies to provide additional emergency response by way of mutual aid when necessary. Assistance has traditionally been provided absent a formal mutual aid agreement. The mutual aid agreement describes the services to be provided, the methodology for requesting assistance, operations while providing assistance, and indemnification.

Both parties agree to provide assistance only to the extent resources are available. Nothing in the agreement compels either agency to respond to an emergency incident for the other when that agency's equipment or personnel are needed within its own jurisdiction. Resources providing mutual aid assistance will operate under the direction of the agency requesting assistance. It is also stated that either party will release units when services are no longer required or when services are needed within their respective jurisdiction.

Although both parties of the agreement agree to waive all claims against the other party for compensation of any loss, damage, personal injury or death occurring in consequence of performing the agreement, the agreement contains provisions for seeking reimbursement when additional costs over and above normal operating expenses are incurred.

FISCAL IMPACT

There is no direct fiscal impact in agreeing to the agreement. There is the potential to incur additional costs over and above normal operating expenses. If and when additional costs are incurred, the agreement describes the process for reimbursement.

The department has \$206,000 budgeted in a Fire Mutual Aid account if additional expense should be incurred.

RECOMMENDATION

It is recommended that the South County Fire Authority Board of Directors authorize the Fire Chief to sign the Mutual Aid Agreement between the California Department of Forestry and Fire Protection, CALFIRE Santa Clara Unit and the South County Fire Authority for Mutual Aid in Fire and Emergency Services.

Prepared by: Andrew Kellogg, Fire Division Chief

Reviewed by: David A. Bramell, Fire Division Chief
Gary R. Hampton, Public Safety Director

Approved by: Troy Brown, Executive Director

Attachment: Mutual Aid Agreement between the California Department of Forestry and Fire Protection, CALFIRE Santa Clara Unit and the South County Fire Authority

SCFA RESOLUTION ____

AUTHORIZING THE FIRE CHIEF TO SIGN AN AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, CAL FIRE, SANTA CLARA UNIT AND THE SOUTH COUNTY FIRE AUTHORITY FOR MUTUAL AID AND INTER-JURISDICTIONAL FIRE PROTECTION SERVICE, EMERGENCY MEDICAL AND RESCUE AND FIRST RESPONSE SERVICES

WHEREAS the SCFA and CAL FIRE SCU have been providing Mutual Aid and Inter-jurisdictional Fire Protection Service, Emergency Medical and Rescue and First Response Services Agreement for the benefit of the SCFA and CALFIRE SCU without an written agreement detailing respective responsibilities of the parties, and

WHEREAS, the parties to this agreement provide emergency medical and rescue services, fire protection, 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 Joaquin County and each individual jurisdiction to provide the most expeditious response to support 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 and rescue, fire and other emergency and non-emergency services on an as needed 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 statues of the Federal Government, where applicable;

NOW, THEREFORE, BE IT RESOLVED, That the South County Fire Authority authorize the Fire Chief to sign an agreement between the California Department of Forestry and Fire Protection, CALFIRE Santa Clara Unit and the South County Fire Authority for mutual aid and inter-jurisdictional fire protection service, emergency medical and rescue and first response service.

* * * * *

The foregoing Resolution ____ was adopted by the South County Fire Authority on the 21st day of July, 2015, by the following vote:

- AYES: BOARD MEMBERS:
- NOES: BOARD MEMBERS:
- ABSENT: BOARD MEMBERS:
- ABSTAIN: BOARD MEMBERS:

Chairperson

ATTEST:

Board Clerk

AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION, CAL FIRE, SANTA CLARA UNIT,
AND THE SOUTH COUNTY FIRE AUTHORITY FOR MUTUAL AID AND
INTER-JURISDICTIONAL FIRE PROTECTION SERVICE, EMERGENCY
MEDICAL AND RESCUE AND FIRST RESPONSE SERVICES

This agreement entered into this date _____, between the California Department of Forestry and Fire Protection, CAL FIRE, Santa Clara Unit, herein referred to as CAL FIRE SCU and the South County Fire Authority, herein referred to as SCFA, acting pursuant to the authority by Health and Safety Code sections 13050, 13863, 13877 and 13878 which collectively permit fire protection districts to enter into mutual aid agreements with other public agencies and to use firefighter vehicles, apparatus, equipment and personnel outside of its jurisdictional boundaries pursuant to such mutual and automatic aid agreements.

RECITALS

WHEREAS the SCFA and CAL FIRE SCU entered into an Mutual Aid and Inter-jurisdictional Fire Protection Service, Emergency Medical and Rescue and First Response Services Agreement for the benefit of the SCFA and CALFIRE SCU; and

WHEREAS, the parties to this agreement provide emergency medical and rescue services, fire protection, 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 Joaquin County and each individual jurisdiction to provide the most expeditious response to support 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 and rescue, fire and other emergency and non-emergency services on an as needed 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. Type of Assistance.

This agreement is intended to provide for mutual response by an available emergency first response unit(s) for use in fire suppression and first responder medical and rescue emergency incidents within individual jurisdictional fire boundaries.

For purposes of this agreement, the party providing mutual aid into the adjacent jurisdiction shall be identified as the “assisting agency” and the party receiving mutual aid shall be identified as the “agency having jurisdiction.”

The mutual aid response shall consist of the closest available resource and shall follow each agency’s jurisdictional guidelines and deployment plan. CAL FIRE SCU unit(s) shall provide emergency medical and rescue services, fire protection, as well as mitigate other types of emergency and non-emergency incidents within the first due response area of SCFA Station 94 (16502 W. Schulte Rd.). SCFA unit(s) shall provide emergency medical and rescue services, fire protection, as well as mitigate other types of emergency and non-emergency incidents within the SRA in San Joaquin County and Eastern Alameda County.

Should the closest mutual aid unit be unavailable due to circumstances related to “Brown Out, Black Out or Station Closure,” the parties agree to notify affected assisting agency’s Battalion Chief and Communications Center prior to the creation of such an impact and further agree to meet together prior to creation of the impact to mitigate adverse effects to assisting or affected agencies. If such agreement cannot be reached the “assisting agency” has the option of “refusing” mutual aid.

It is understood that a CAL FIRE SCU engine may only be available during the fire season or may not be available due to other emergency commitments. However, this agreement will be effective on a year round basis.

Code 3 emergencies which require the use of red lights and sirens by responding fire units are the only incidents for which provisions are made for mutual aid under this agreement. Calls for public service, post-fire investigations, and similar responses which do not require the use of red lights and sirens by the responding fire units are not incidents for which provisions are made for mutual aid under this agreement.

Resources not pre-assigned to incidents shall officially attach themselves to an incident per the discretion of the agency having jurisdiction or by authority of the Fire Chief. Assigned units are expected to check into staging or directly to the command post during incidents involving more than a single resource.

2. Indemnification, Insurance and Liability.

Each party hereto shall indemnify, defend, safe and hold harmless the other parties, and each of them and their representative agents, servants and employees, of and from any and all liabilities, claims, demands, debts, suits, actions and causes of action arising out of, or in any manner connected with, any alleged negligent act or omission of such indemnifying party hereunder or its agents, servants, or employees,

done or performed pursuant to the terms and conditions hereof. The indemnification provisions shall survive the termination of this agreement.

3. Incident Command and Management.

The Incident Command System (ICS) and the National Incident Command System (NIMS) will be utilized for all incident responses.

4. Agency Having Jurisdiction.

The highest ranking officer of the jurisdiction having authority will have operational responsibility and the final authority as to strategy and tactics deployed at the incident once an officer for the agency having jurisdiction assumes command of the incident. The first arriving officer of the assisting agency will assume command until an officer from the jurisdiction having authority responds to the incident and assumes command.

It shall be the responsibility of the officer in command to summon additional personnel and equipment, if needed, to handle the emergency.

As soon as the officer in command determines that no further assistance is required, the officer in command will inform the Communications Center to "cancel" any other responding units.

It shall be the responsibility of the agency having jurisdiction to utilize their staffing and equipment for overhaul and clean-up operations after a fire or emergency. The assisting jurisdiction shall not be required to provide assistance for overhaul and clean up and shall at the very least be made available on the scene.

Resources from assisting jurisdictions shall be released from the scene of an emergency as soon as is possible or at the request of the assisting jurisdictions command team.

6. Fire Incident Reporting.

The assisting agency will be responsible for completing, filing, recording and storing all mandated local and state reports related to response within mutual aid areas and shall make available to the agency having jurisdiction with a copy of the response report upon request.

7. Compensation.

All services provided by the "parties" under this agreement shall be performed without monetary compensation unless the bordering agencies agree to a compensation arrangement made outside of this agreement related to shared services, consolidation, brown outs, black outs or station closures.

CAL FIRE SCU will provide for the financial reimbursement of resources from SCFA when the CAL FIRE SCU Unit Chief and the SCFA Fire Chief determine it is appropriate on Wildland fires in the State Responsibility Area (SRA). Such reimbursement will be assistance by hire and compensated at SCFA's most current published OES Rates.

The mutual advantages, protections and services afforded by this agreement are mutually agreed to be adequate compensation for all jurisdictions.

8. Third Party Beneficiaries.

Nothing set forth in this Agreement shall create, nor is it intended to create, third party beneficiaries who may rely upon a breach in the relationship(s) established in this Agreement to assert a cause(s) of action in their behalf.

9. Evaluation.

The effectiveness of the procedures contained in this agreement shall be evaluated at least annually by the respective Fire Chiefs who are party to this agreement.

10. Legal Relationship.

For purposes of this agreement, the parties concur by signature that employee's so assigned to automatic aid or special details will remain each individual agency's responsibility for workers compensation laws and benefits.

11. Withdrawal.

This agreement may be canceled at any time on authorization of the Fire Chief or his or her designee. Written notice of withdrawal should be submitted 30 days in advance of termination of the agreement.

12. Term

The term of the agreement is open ended but must be reviewed annually by both Fire Chiefs.

13. Effective Date:

This Agreement shall be effective on the first day of the month after all parties approve the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

**CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION –
CAL FIRE SANTA CLARA UNIT**

**SOUTH COUNTY FIRE
AUTHORITY SAN JOAQUIN
COUNTY, CALIFORNIA**

UNIT CHIEF - CAL FIRE SCU

FIRE CHIEF – SCFA