

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports4

Council to discuss and consider action on an Agreement between the City of Scottsbluff and the Scottsbluff Rural Fire Protection District to be automatically dispatched to fires and other emergencies within each jurisdiction and authorize the Mayor to sign the Agreement.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 6 January 2020

AGENDA TITLE: Council to consider an agreement between the City of Scottsbluff and Scottsbluff Rural Fire Protection District to be automatically dispatched to fires and other emergencies within each jurisdiction and authorize the Mayor to sign.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Fire Department

PRESENTATION BY: Tom Schingle

SUMMARY EXPLANATION: This is an agreement by which Scottsbluff Fire and Scottsbluff Rural Fire Protection District would be automatically dispatched to structure fires in either jurisdiction. This is similar to the current agreement between Gering Fire and Scottsbluff Fire. Having additional personnel and equipment increases safety and automatically dispatching both agencies expedites these resources to emergency scenes.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve and authorize the Mayor to sign

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) Interlocal Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

INTERLOCAL AGREEMENT FOR AUTOMATIC AID

This Interlocal Agreement for Automatic Aid ("Agreement") is entered into this ____ day of _____, 2020 by and between the city of Scottsbluff, Nebraska, 2525 Circle Drive, Scottsbluff, Nebraska 69361 ("City") and the Scottsbluff Rural Fire Protection District, 1717 East 15th Street, Scottsbluff, Nebraska 69361 ("Rural").

- A. The City and Rural are both political subdivisions duly authorized and existing under the laws of the State of Nebraska; and
- B. The City and Rural desire to make use of their pooled resources in order to jointly cooperate in rendering mutual aid to each other; and
- C. According to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801 et.seq., the City and Rural have determined the most efficient use of their powers in regard to providing fire protection for its residents is to cooperate with each other on the basis of a mutual advantage, and provide services, facilities and equipment, in a manner that will accord best with the geographic, economic, population and other factors influencing the needs for fire protection of its residents.

IT IS THEREFORE AGREED as follows:

- 1. Response Area. This Agreement shall apply to all incidents requiring the need of a fire department including structure fires in residential, commercial, recreational and rural properties and any other incident ("Emergency Incidents") within each party's corporate and district limits. Both parties agree to notify the Scotts Bluff County Communications Center of the response limits for the City and for the Rural.
- 2. Situations Where Aid is Provided. All calls for fire services within the automatic aid agreement area, which shall include the corporate limits of the City and the district limits of Rural, shall result in an automatic, simultaneous response from the City and Rural. To accomplish this, Scotts Bluff County Communications Center shall simultaneously dispatch the City's fire department and Rural. This Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. Neither the City nor Rural shall be required to reimburse each other or any other party for the cost of providing automatic aid under this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents that they are dispatched to pursuant to this Agreement.
- 4. Automatic Aid Response. The City and Rural will respond, when available, with a staffed engine company to all reported or confirmed Emergency Incidents at locations within corporate and district limits of the City and Rural. The dispatch of an auto-aid engine company will be made with the initial dispatch to the reported Emergency

Incidents by the Scotts Bluff County Communications Center. The first arriving party will establish the incident command system and retain incident command until the party, whose limits the Emergency Incidents are in, arrives upon which command shall be transferred to an officer of that party.

5. Personnel and Equipment. The City's Fire Chief and the Rural's Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In all cases, response will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the Incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.
6. Liability and Indemnification.
 - A. Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury, or damage occurs at an Emergency Incident within the described limits of either party. To the extent allowed by law, each party shall indemnify, defend and hold harmless each other and all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or death of or injury to private persons whether caused by either party responding pursuant to this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.
 - B. Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by any officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.
7. Term of Agreement. This Agreement shall become effective immediately upon signing by each of the parties. The Agreement shall be for an initial term of 12 months. The Agreement shall automatically be extended for an additional 12-month term, year-to-year, unless one party gives written notice to the other party of its intention not to renew the Agreement at least 30 days prior to the expiration of the then current term. Notice shall be sent to each party at the address in this Agreement.
8. Miscellaneous Provisions.
 - A. No separate legal or administrative entity will be created hereunder. The existing firefighters of the respective parties will complete the terms of this Agreement.

- B. It is understood and agreed by the parties that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any other laws of this state, or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be effected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term, condition or provision held to be invalid.
- C. The purpose of this agreement is to provide the terms and conditions which allow the parties to utilize their firefighting equipment, personnel and experience and providing better fire protection to their residents.
- D. This Agreement will be financed through the usual budget process provided for by law for each of the parties.
- E. Pursuant to Nebraska Revised Statute §13-804(5), the parties acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- F. Pursuant to Nebraska Revised Statute §13-804(4)(a), the parties agree a Project Administrator shall be designated for this Agreement. "Project Administrator" shall mean the individual who shall oversee the terms of this Agreement. The Project Administrator for this Agreement shall be the Fire Chief for the City and the Fire Chief for Rural.
- G. Pursuant to Nebraska Revised Statute §13-804(4)(b), the parties agree all real and personal property acquired under the terms of this Agreement shall belong to the acquiring party and shall be disposed of by the party who acquires the property.

CITY OF SCOTTSBLUFF,

SCOTTSBLUFF RURAL FIRE
PROTECTION DISTRICT,

By _____
Mayor

By _____
Board President

Attest:

City Clerk