

**RESOLUTION NO. 4047**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR  
THE MUTUAL EXCHANGE OF FIRE, MEDICAL AND RESCUE SERVICES –  
AUTOMATIC AID BETWEEN THE CITY OF SOLEDAD FIRE DEPARTMENT AND  
THE GREENFIELD FIRE PROTECTION DISTRICT**

**WHEREAS**, the City of Soledad Fire Department and the Greenfield Fire Protection District wish to enter into an automatic aid agreement which they exchange fire, medical and rescue services without cost on an as-needed basis; and

**WHEREAS**, the Automatic Aid Agreement needs approval by the City Council;  
and

**WHEREAS**, the City and the Greenfield Fire Protection District have cooperated in the preparation of an Agreement for Automatic Aid and believe that the stated terms and conditions of the Agreement are mutually acceptable.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the Council approves and authorizes the City Manager to enter into an "Agreement for the Mutual Exchange of Fire, Medical and Rescue Services – Automatic Aid" attached as "Exhibit A" between the City and the Greenfield Fire Protection District.

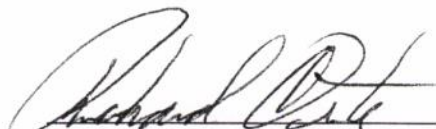
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular City Council meeting duly held on the 18<sup>th</sup> day of July 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: Martha Camacho

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

**Exhibit "A"**

**Agreement Between The  
Greenfield Fire Protection District and  
City of Soledad  
For Automatic Aid Response to Emergency Incidents**

This AGREEMENT, made and entered into on this date, by and between the Greenfield Fire Protection District, hereinafter referred to as GREENFIELD, and City of Soledad, hereinafter referred to as SOLEDAD, each being a legally organized jurisdiction providing fire protection.

**WITNESSETH:**

**WHEREAS;** the parties hereto are geographically located in proximity to each other within the County of Monterey, California, and

**WHEREAS;** it is to the mutual advantage and benefit of the parties that each agree to render supplemental assistance to each other in the event of fire or other emergency of a type common to both parties and not covered by or within the scope of the California Office of Emergency Services and Civil Defense Master Mutual Aid Agreement, but constituting "Automatic Aid" arising out of convenience rather than out of extraordinary necessity, now

THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

**I. OPERATIONAL RESPONSE OF AUTOMATIC AID**

An Operational Response Plan shall be mutually agreed upon by the Fire Chiefs of both agencies, and attached to this agreement as "Attachment A". The Operational Response Plan shall include specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and automatic aid resources.

Neither agency shall be obligated to respond under this agreement if such response would reduce resource availability to an unacceptable level as determined by the responding agency. In such cases, the non-responding agency shall immediately notify the requesting agency.

**II. COMMAND AUTHORITY**

**Responsible Jurisdiction to Have Command Authority**

Whenever GREENFIELD or SOLEDAD responds into the other party's jurisdiction under this agreement, the Fire Officer of the responsible jurisdiction shall be in command of all personnel and apparatus responding to the emergency. The responsible jurisdiction shall exercise said command through the Fire Officer of the jurisdiction providing aid. The FIRESCOPE Incident Command System shall be used at all incidents under this agreement. Personnel of the jurisdiction providing the equipment will ordinarily operate apparatus and equipment furnished under this agreement.

## Judicious Use of Personnel and Equipment

It shall be the responsibility of the Fire Officer of the responsible jurisdiction to utilize personnel and equipment provided under this agreement only to the extent required to bring the emergency under control.

### **III. REPORTS**

The responsible jurisdiction shall be responsible for completing all required reports, including but not limited to, reports mandated by local or state government agencies.

### **IV. WORKERS' COMPENSATION INSURANCE**

Each party agrees to provide workers' compensation insurance coverage for its own employees. Under the terms of this agreement, SOLEDAD employees shall not be considered to be working for GREENFIELD, and GREENFIELD employees shall not be considered working for SOLEDAD.

### **V. LIABILITY / HOLD HARMLESS**

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to a contract by imposing a standard of care different from the standard of care imposed by law.

Each party shall provide Workers' Compensation insurance coverage for its own personnel while working under this Agreement. Nothing herein, however, shall be deemed to limit the right of the employing jurisdiction or of its employees to seek recovery by civil action for any loss, cost, damages, medical and attorney fees which may arise out of any activities under this Agreement and the laws of the State of California relating to Workers' Compensation.

It is understood and agreed that neither party, nor any officer or employee thereof, is responsible for any damage or liability incurred by reason of any act or omission in connection with any work, authority or jurisdiction delegated under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, each party shall fully indemnify and hold harmless the other for any damage or liability arising in connection from any work or services performed under this Agreement.

### **VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES**

This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditure made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the respective jurisdiction in which they are situated and defined herein.

### **VII. TERM**

This Agreement shall commence upon execution of the Agreement by both parties, and shall continue in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either party upon written notice of termination to the other party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid, to the address designated beneath the signature of the parties hereto; or to such other address as may be designated by written notice.

### VIII. AMENDMENTS TO AGREEMENT

This Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.

The Fire Chiefs of the parties to this Agreement shall have the authority to amend the Operational Response Plan, and to execute any documents required to implement such amendments.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year heretofore written.

BY: Hugo Scattini  
Hugo Scattini, Board President  
Greenfield Fire Protection District  
Greenfield, CA

DATE: 7/30/07

BY: Noelia Chapa  
Noelia Chapa, City Manger  
City of Soledad  
525 Monterey Street  
Soledad, Ca. 93960

DATE: 8/1/07

**Attachment 'A'**

**OPERATIONAL RESPONSE PLAN**  
for  
**Automatic Aid Response to Emergency Incidents**  
**Greenfield Fire Protection District**  
**Soledad City Fire Department**

**I. Response Boundaries:**

The response boundaries of this agreement shall include those areas of the outlined in the attached map.

**II. Types of Incidents Included:**

This agreement is intended for structure fire, vehicle fires, vegetation fires and vehicle accidents.

**III. Automatic Aid Resources:**

Unless otherwise requested at the time of dispatch, the following resource(s) shall respond to all emergency incidents as designated on the attached map pursuant to this agreement:

**Response Area "A" Vehicle Accidents/Vehicle Fire**

Highway 101 from Front Street, Soledad to the Walnut over crossing North and South bound lanes.

Metz Road from Elm Street Greenfield to Soledad City Limits.

Arroyo Seco Road from Tammie Lane North to Paraiso Springs.

Greenfield: One (1) Type 1 engine

Soledad: One (1) Type 1 engine

Chief officer from the responsible agency for vehicle accidents.

**Response Area "B" Structure Fires**

Both agencies will respond to all structure fires in each jurisdiction.

Greenfield: One (1) Type I Engine and a Chief Officer for Structure Fires.

Soledad: One (1) Type I Engine and Chief Officer for Structure Fires.

## **Response Area "C" Vegetation Fires**

Soledad will respond to Reliz Canyon

Greenfield will respond to Metz Road from their boundary to Soledad City Boundary.

Greenfield: One (1) Type II or Type III Engine and a Chief Officer

Soledad: One (1) Type II or Type III Engine and a Chief Officer

### **IV. Minimum Staffing:**

All Automatic Aid resources (except Chief Officer) shall respond with a minimum of two personnel. Both parties agree to staff all Automatic Aid resources with a minimum of three personnel whenever possible.

### **V. Communications:**

Automatic Aid will be dispatched by Monterey County Emergency Communications Department (Firecomm) in accordance with instructions provided by SOLEDAD and GREENFIELD.

All communications will follow the Communications Plan adopted by the Monterey County Fire Chiefs Association.

### **VI. Command Authority:**

The Company Officer of the first arriving resource, regardless of jurisdiction, shall assume responsibility as the Incident Commander until relieved.

### **VII. Release of Resources:**

Automatic Aid resources utilized pursuant to this agreement shall be made available and released to their home jurisdiction as early as possible.

### **VIII. Training:**

Both parties agree to schedule a minimum of two (2) joint-training drill per year. These drills are intended to familiarize personnel with the other agencies' apparatus, equipment, personnel, and procedures, and to improve joint-agency responses and operations.

### **IX. Effective Date:**

This Operational Response Plan shall be effective at 0001 hours on Wednesday, August 1, 2007, and shall remain in effect until modified or canceled pursuant to the provisions of this agreement.