

## CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 8**

**Date: January 16, 2013**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Michael Lowry, Fire Chief

**SUBJECT:** Agreement for Mutual Aid Fire Protection and Related Emergency Services with the Valley Center Fire Protection District

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2013-07 accepting the Fire Chief's recommendation and authorizing the Mayor and City Clerk to execute an Agreement for Mutual Aid Fire Protection and Related Emergency Services between the City of Escondido and the Valley Center Fire Protection District (VCFPD).

**FISCAL ANALYSIS:**

There are no City costs associated with this Council action. This agreement provides reciprocal availability of assistance when requested by two adjacent public entities.

**PREVIOUS ACTION:**

The City of Escondido has various Mutual Aid and Automatic Aid Agreements with neighboring fire agencies, including the City of San Diego and the entire North Zone Agency fire departments. Mutual Aid is also accomplished through the San Diego County Master Mutual Aid Agreement. These Agreements are entered into with the approval of City Council.

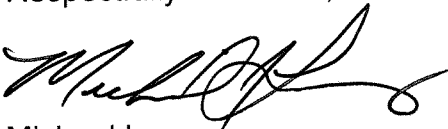
**BACKGROUND:**

Fire Departments throughout California rely upon mutual aid agreements to render aid to each other when department resources are unavailable and in times of extreme emergencies. Mutual Aid agreements enable the local fire departments to call upon additional fire protection personnel and equipment from neighboring agencies and from throughout the State. In recent years, the City of Escondido has utilized these types of resources during structure fire and wildland fire operations. These types of agreements, especially for mutual use of firefighting equipment, are authorized by the California Government Code and the California Health and Safety Code.

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Previously there was not a specific Mutual Aid Agreement between the City of Escondido and the VCFPD, Both agencies relied on the County Master Mutual Aid Agreement. However, because both fire agencies share a contiguous border, a direct agreement can address more specific issues and provide a more helpful framework for mutual aid. This agreement is specific to the Valley Center Fire Protection District and shall remain in effect unless terminated by either party with (30) days written notice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Lowry", with a stylized flourish at the end.

Michael Lowry  
Fire Chief

RESOLUTION NO. 2013-07

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK, TO EXECUTE, ON BEHALF OF THE  
CITY, AN AGREEMENT FOR MUTUAL AID  
FIRE PROTECTION AND RELATED  
EMERGENCY SERVICES WITH THE  
VALLEY CENTER FIRE PROTECTION  
DISTRICT

WHEREAS, the Valley Center Fire Protection District ("VCFPD") maintains and operates a fire protection organization in the area generally known as Valley Center; and

WHEREAS, Escondido maintains and operates a fire protection organization in the area generally known as the City of Escondido; and

WHEREAS, it is the desire of the Escondido and VCFPD to render aid, each to the other, to combat the effect of fire or other emergencies, when such aid is necessary; and

WHEREAS, Escondido and VCFPD wish to implement this agreement pursuant to their respective statutory authority and pursuant to provisions of the "Joint Exercise of Powers Act" (California Government Code Section 6500 et seq) and pursuant to the authorization for mutual use of firefighting equipment found in California Health and Safety Code Section 13050.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and City Clerk to execute, on behalf of the City, the Agreement for Mutual Aid Fire Protection and Related Emergency Services in substantially the form attached as Exhibit "A," which is incorporated by this reference.

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION  
AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT, made this \_\_\_\_ day of February, 2013, by and between the City of Escondido, California, (Escondido), and the Valley Center Fire Protection District, (VCFPD), through its duly authorized officers.

- A. WHEREAS, VCFPD maintains and operates a fire protection organization in the area generally known as Valley Center, CA: and
- B. WHEREAS, Escondido maintains and operates a fire protection organization in the area generally known as the City of Escondido; and
- C. WHEREAS, it is the desire of the Escondido and VCFPD to render aid, each to the other, to combat the effect of fire or other emergencies, when such aid is necessary as herein set forth; and
- D. WHEREAS, Escondido and VCFPD have authority to implement this agreement pursuant to their respective statutory authority, provisions of the "Joint Exercise of Powers Act" (California Gov. Code Section 6500-6547) and provisions of California Health and Safety Code Section 13050.

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. To furnish fire protection personnel and equipment and to render such fire protection and rescue services to each other as may be necessary to support those services in incidents which require assistance from the other party.
- 2. Such mutual aid shall be provided within the boundaries of each other party's jurisdiction, provided, however, that neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.
- 3. No response to a mutual aid request provided for in this agreement will be made by either Escondido or VCFPD unless such request is both made and received through the established communication channels common to each party, normally utilized during emergencies, and made by a supervisory level fire official of the party requesting such aid.
- 4. Any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire or rescue requiring mutual aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this mutual aid agreement.

5. Except as may be provided by separate written agreement between the parties hereto, the assurance of mutual aid availability as set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the firefighting assistance herein provided for.

6. Escondido and VCFPD agree that the reciprocal nature of this agreement is limited to the types of equipment and services which are provided by each of the parties. Each party may seek reasonable reimbursement or payment for the provisions of services which are not otherwise mutually provided.

7. This agreement shall remain in full force and effect from the date unless terminated by either of the parties giving to the other thirty (30) days written notice of such termination.

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Diane Halverson  
City Clerk

Date: \_\_\_\_\_

VALLEY CENTER FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
John Byrne  
District Administrator

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
JEFFREY R. EPP, City Attorney

By: \_\_\_\_\_