




MEMORANDUM

September 1, 2011

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator 
Rocky Garzarek, Fire Chief

SUBJECT: Automatic Aid Agreement with the Williamson County Rescue Squad

Purpose

The purpose of memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an automatic aid agreement with the Williamson County Rescue Squad (WCRS), and Williamson County, TN for the provision of fire services in specific areas within portions of each other's response area.

Background

The Williamson County Rescue Squad has a station located on West Main Street near 5-points. Among a much larger area, they protect a smaller area of approximately 6.5 square miles that border our city limits to the east and which is identified in the agreement. This area is also located within our Urban Growth Boundary. Much of this area is farther than five miles from their station, and soon all of it will be, which results in extremely high home owners insurance premiums for those living in the area. By entering into an automatic aid agreement with the City of Franklin for reported structure fires, the Insurance Services Office (ISO) would apply a much lower rating to this area enabling homeowners to lower their insurance costs.

The City of Franklin has two designated areas where additional resources from WCRS would prove to be beneficial. In the Westhaven subdivision, consisting of large, residential homes in a high density development without sprinklers, the fire department would benefit from additional personnel and apparatus that would be provided from WCRS. In the Goose Creek response area, consisting of mixed development with low water pressure, the fire department would benefit from additional personnel and apparatus carrying additional water reserves that would be provided from WCRS.

This agreement would be valuable to both communities by enhancing capabilities and forming a more collaborative effort in high and moderate risk areas in both districts. This agreement would prove highly beneficial to both entities without increasing staff. The proposed agreement will have an initial term of six months and will be renewable for an additional six months with mutual agreement by both parties. This will allow the City to explore in more detail long-term benefits associated with annexation of all or some portions of this area. In addition, WCRS and Williamson County are working to finalize a location that will enable them to provide fire protection to this area within the five mile requirement.

Financial Impact

There would be no financial impact to the City, County, or the Rescue Squad due to reciprocating service.

Recommendation

The recommendation is for approval of this agreement for an initial period of six months with a joint resolution with the Williamson County Rescue Squad.

RESOLUTION 2011-40
A RESOLUTION TO ADOPT FIRE SERVICE AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF FRANKLIN AND WILLIAMSON COUNTY RESCUE SQUAD

WHEREAS, it is in the interests of the City of Franklin to enhance its firefighting capabilities in an economically efficient manner; and

WHEREAS, collaboration and cooperation with a neighboring rescue service provider, like the Williamson County Rescue Squad, to provide mutual aid helps further this goal such that both entities are benefitted by increased staffing; and

WHEREAS, adding more rescue personnel on the scene of fires increases safety to citizens and firefighters alike.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that:

1. The above recitals are incorporated herein by reference.
2. The City will adopt the Fire Service Automatic Aid Agreement between the Williamson County Rescue Squad, Williamson County, Tennessee, and the City of Franklin, which is attached to this Resolution as City of Franklin Contract #2011-0097. The Mayor is hereby authorized to execute this Agreement.

Adopted this ___ day of _____, 2011.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

Kristen L. Corn
Staff Attorney

FIRE SERVICE AUTOMATIC AID AGREEMENT

BETWEEN
WILLIAMSON COUNTY, TENNESSEE
THE WILLIAMSON COUNTY RESCUE SQUAD, INC.
AND
THE CITY OF FRANKLIN

COF Contract #2011-0097



OPERATIONAL GUIDELINES AND PROCEDURES

Purpose: The purpose of this agreement is to establish enhanced automatic response guidelines determined by Williamson County, Tennessee, (“County”) the Williamson County Rescue Squad, Inc (“WCRS”) and City of Franklin Fire Department (“Department”) to be in the best interest of public safety and to the mutual benefit of both communities. The *Automatic Aid* districts outlined in this document identify perceived target hazards in each jurisdiction for which the benefits of an enhanced initial response have been identified. This agreement provides for the simultaneous dispatch of both agencies, resulting in the delivery of a greater initial response force to these target hazards within a shorter period of time. This agreement does not preclude the use of *Mutual Aid* between these two communities nor does it supersede or supplant either statewide (*i.e. Mutual Aid and Emergency and Disaster Assistance Agreement Act*) or local contracts such as the Emergency Assistance Policies and Procedures adopted by the City of Franklin and various other Williamson County entities in 1999.

Mutual Cooperation: WCRS and Department intend to create a mutually beneficial relationship to enhance emergency communication and response capability by providing space to the other party to install a second off-site back up data center.

Communication: When a structure fire call is received by either jurisdiction that falls within the automatic aid boundaries, the receiving jurisdiction will cause notification to occur for both departments through a mutually agreeable mechanism so as not to delay a response.

Upon boarding the apparatus, all appropriate units shall switch their mobile radio to the WOPS2 channel and acknowledge that they are responding. The WCRS apparatus shall also check responding on their primary channel. Portable radios should be changed accordingly.

The AUTHORITY HAVING JURISDICTION (AHJ) will be taxed with handling all communications. EXCEPTION: Activation of the emergency button on Franklin handheld units will be acknowledged by Franklin Fire Dispatch commonly known as Firecom in accordance with established protocols.

The communication’s center of the department providing aid will continue to monitor all radio communications to document apparatus times and benchmarks.

Dispatch Responsibilities:

- **Reported Structure Fire in the Western Area commonly known as Westhaven:**
 - Dispatch a Franklin full structure fire assignment and any additional resources needed. Additionally dispatch a Williamson County Rescue Squad fully staffed Engine or Rescue Company.

- **Reported Structure Fire in the Southern Area commonly known as Station Seven (7):**
 - Dispatch a Franklin full structural fire assignment and any additional resources needed, additionally dispatch two pumper/tankers from Williamson County Rescue Squad each capable of delivering a minimum of 1000 gallons of stored water.

In either case above, WCRS members shall not respond in personally owned vehicles (POVs) unless additional manpower is requested by the Incident Commander.

▪ **Reported Structure Fire in the Automatic Aid Response District of WCRS:**

- Dispatch a full Williamson County Structural Fire assignment and any additional resources needed, additionally dispatch a Franklin Engine, Ladder, Rescue Company and one Chief Officer.

IF EITHER AGENCY, DUE TO COMMITMENTS WITHIN THEIR JURISDICTION IS UNABLE TO RESPOND, THIS INFORMATION IS TO BE IMMEDIATELY REPORTED TO THE COMMUNICATIONS CENTER OF THE AHJ.

THIS POLICY IS FOR REPORTED STRUCTURE FIRES ONLY AND NOT INTENDED FOR WATER FLOW ALARMS, AUTOMATIC FIRE ALARMS, ODOR INVESTIGATIONS, ETC. UNLESS SMOKE OR FIRE IS REPORTED.

Incident Command:

The first arriving company shall establish incident command within the National Incident Management System (NIMS).

If the first arriving company is not from the AHJ, then command shall be transferred to that agency's first arriving unit by the best means available.

Each agency shall supply a ranking officer to the Command Post to assist the Incident Commander as needed.

Safety:

Both agencies use the Personal Accountability Support System (PASS) and policies governing this system shall continue to be used.

Both agencies use Rapid Intervention Teams (RIT) and policies governing this system shall continue to be used. Both agencies shall adhere to two in/two out procedures in accordance with OSHA 1910.134 until RIT can be established.

Mayday procedures shall be utilized by both agencies when needed, governed by departmental policy.

General Terms:

Any problems or concerns related to this policy shall be addressed to the Deputy Chief of the Franklin Fire Department and to the Chief of the Williamson County Rescue Squad.

The department's policies and guidelines shall be adhered to at all times.

The relationship of the entities shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The entities hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other entity contrary to the terms of this paragraph. Each entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.

Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

The initial term of this agreement shall be six (6) months from its effective date. The agreement may be extended by one (1) additional six (6) month term if agreed to in writing by both parties.

This agreement can be terminated by either jurisdiction upon written notice to the other party with a thirty (30) day notice.

Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, subcontractors, and officers. Neither party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. This Agreement is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this Agreement shall be termination of this Agreement. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, members, officers or others for whom the party is responsible.

The parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws

Geographical Description of A/A Response Districts:

The boundaries established by the City of Franklin Fire Department for WCRS response include;

- The Westhaven Subdivision and the southern portion (Goose Creek) of the city known as Fire Station 7 response area.

The boundaries established by WCRS for Franklin response include;

- A portion contiguous with the eastern city limits of Franklin.

A map depicting the afore-described boundaries is attached hereto as "Exhibit A" and made a part of this Agreement by reference.

The foregoing Fire Service Automatic Aid Agreement is hereby executed by the Williamson County Mayor, Chief of the Williamson County Rescue Squad, Inc and the Mayor of the City of Franklin, having been authorized by the governing bodies of the Williamson County Rescue Squad, Inc and the City of Franklin, and shall take effect upon its execution.

WILLIAMSON COUNTY, TENNESSEE

CITY OF FRANKLIN, TENNESSEE

Rogers Anderson, County Mayor
Pursuant to Resolution _____

Ken Moore, Mayor
Pursuant to Resolution 2011-40

Date: _____

Date: _____

Attest:

Attest:

Diane Giddens, Chief of Staff

WILLIAMSON COUNTY RESCUE SQUAD

Todd Bowman, Chief

Approved as to Form

Robert Cook

Eric S. Stuckey, City Recorder

Approved as to Form:

Kristen L. Corn, Staff Attorney

Proposed Automatic Aid with WCRS

