

**CITY OF PAPILLION  
MAYOR AND CITY COUNCIL REPORT  
APRIL 6, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
A resolution to approve an automatic aid agreement with Ralston and to authorize the Fire Chief to sign the agreement.	Resolution R21-0061	Bill Bowes Fire Chief

**SYNOPSIS:**

The Ralston Volunteer Fire Department has asked the Papillion Fire Department to automatically respond to structure fires in Ralston with an engine company and a supervisor.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approval

**BACKGROUND:**

This agreement updates a similar agreement we have had in place since April of 2014. The previous agreement called for a ladder truck from Papillion to respond to structure fires in Ralston. The new agreement calls for a pumper truck.

Based on historical call volume, we expect to respond into Ralston for about 12 calls per year.

**ATTACHMENTS:**

1. Resolution R21-0061
2. Papillion Fire Automatic Mutual Aid Agreement with Ralston Fire, March 2021

**RESOLUTION NO. R21-0061**

**BE IT RESOLVED** by the Mayor and City Council of the City of Papillion to approve an Operational Response of Automatic Aid for Service Agreement between the Papillion Fire Department and the Ralston Volunteer Fire Department.

**BE IT FURTHER RESOLVED** that the Fire Chief is authorized to sign the agreement.

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF APRIL, 2021.**

**CITY OF PAPIILLION, NEBRASKA**

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Nicole Brown, City Clerk

(SEAL)

## **Operational Response of Automatic Aid for Service Agreement**

THIS OPERATIONAL RESPONSE OF AUTOMATIC AID FOR SERVICE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Papillion, Nebraska, a municipal corporation (hereinafter referred to as "Papillion") and the City of Ralston, Nebraska, a municipal corporation (hereinafter referred to as "Ralston") (singularly "Party," and collectively "Parties").

WHEREAS, the Ralston Fire Department is a volunteer fire department serving the City of Ralston; and

WHEREAS, Papillion operates a full-time fire department, the Papillion Fire Department, which currently provides services within the boundaries of the City of Papillion, the Papillion Rural Fire Protection District, and the City of La Vista; and

WHEREAS, the Parties find it would be in the best interests of the public to enter into an agreement for the automatic 911 dispatch of the Papillion Fire Department to all calls for assistance within the areas served by the Ralston Fire Department and specifically for certain apparatus in order to provide increased services to the public as a whole; and

WHEREAS, that the Parties understand that this Agreement will in no way affect any Mutual Aid Agreement that exists between them; and

WHEREAS, the Parties have agreed to enter into this Agreement to help accomplish that purpose.

NOW THEREFORE, in consideration of the covenants herein set forth, the Parties do hereby agree and contract with each other as follows:

1. **Incident control.**

It is understood that the Parties shall retain control of their own forces, and that the Ralston Fire Chief or his designated representative shall have jurisdictional control over any incident occurring in any Ralston fire zones and shall be the coordinator or incident commander in charge of any such incident for the duration of the emergency requiring the services contemplated by this Agreement.

2. **Communication with 911 Dispatcher.**

The Parties shall inform and provide a copy of this Agreement to the Douglas and Sarpy County 911 Dispatch Centers. The Parties shall also request that such 911 Dispatch Centers automatically provide dispatch assistance in the manner outlined herein in the event that there is a call for the services. The appropriate Dispatch Center shall specify the fire district in which the incident is occurring and shall relay all fire declarations and cancellations to all responding fire and/or rescue units dispatched as a result of this Agreement.

3. **Liability.**

Each Party shall be responsible for any liability for the acts and omissions of its officers while performing services under this Agreement. Each Party to this Agreement agrees to

indemnify the other from any and all expenses incurred as a result of the negligence or intentional acts of its personnel. Each party to this Agreement shall maintain, at their own option, insurance or self-insurance to provide public liability protection for such indemnity obligation.

4. **Duration of Agreement.**

This Agreement is in effect from the date signed and will remain in effect for a period of one year. The Agreement can be renewed by the consent of both parties. Any changes to this Agreement will require notification to the Douglas and Sarpy County 911 Communications Departments in writing with at least 30 days' notice.

5. **Assignment.**

Neither party may assign its rights under this Agreement without the express prior written consent of the other.

6. **Nondiscrimination.**

The parties shall not in the performance of this Agreement discriminate or permit discrimination in violation of federal, state or local law because of race, color, sex, age, political or religious opinions, affiliations or national origin.

7. **Automatic Response.**

**The Papillion Fire Department, if resources are available, will respond automatically in the following situations:**

**The Papillion Fire Department will respond automatically to all Ralston fire zones with an Engine (pumper apparatus) and a supervisor for structure fires.**

**The Papillion Fire Department will respond if no Ralston fire personnel are able to respond to an incident due to lack of manpower, provided the Papillion Fire Department has the resources needed available.**

CITY OF PAPILLION,  
Papillion Fire Department

CITY OF RALSTON,  
Ralston Fire Department

By: \_\_\_\_\_  
Bill Bowes, Fire Chief

By: \_\_\_\_\_  
Kevin Eischeid, Fire Chief

ATTEST:

ATTEST:

\_\_\_\_\_  
Nicole Brown, City Clerk

\_\_\_\_\_  
Rosemary Russell, City Clerk

SEAL