

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

Subject:	Type:	Submitted By:
A resolution to approve an automatic aid agreement with Omaha and to authorize the Fire Chief to sign the agreement.	Resolution R21-0062	Bill Bowes Fire Chief

SYNOPSIS:

This agreement adds to the existing automatic aid agreement between the Papillion and Omaha Fire Departments. The addition asks for Papillion to respond to calls in Omaha Fire Response Zone 602, which is in the vicinity of Prairie Queen Recreation area (see map on page 4 of the agreement).

FISCAL IMPACT:

None

RECOMMENDATION:

Approval

BACKGROUND:

Based on historical call volume, we expect to respond into Zone 602 for about 20 calls per year. Over the last 12-month period, Omaha has provided assistance to us on 30 calls. We provided assistance to Omaha on 1 call.

From April 2014 through February 2016, there was an automatic aid agreement between the Papillion Fire Department and the Omaha Fire Department. This agreement called for Papillion to provide EMS assistance to one Omaha response zone, assist with water supply in non-hydrant areas, and assist with trench rescue calls. Omaha provided fire and EMS assistance to one Papillion response zone.

This agreement was terminated by a then-new Omaha Fire Chief.

ATTACHMENTS:

1. Resolution R21-0062
2. Papillion Fire – Omaha Fire Automatic Mutual Aid Agreement 2021

RESOLUTION NO. R21-0062

BE IT RESOLVED by the Mayor and City Council of the City of Papillion to approve an Automatic Aid Agreement between the Papillion Fire Department and the Omaha Fire Department.

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

PASSED AND APPROVED THIS 6th DAY OF APRIL, 2021.

CITY OF PAPILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole Brown, City Clerk

(SEAL)

Operational Response of Automatic Aid for Service between: Papillion Fire Department and Omaha Fire Department

THIS OPERATIONAL RESPONSE OF AUTOMATIC AID FOR SERVICE AGREEMENT is entered into this ____ day of _____, 2021, by and between the Papillion Fire Department and the Omaha Fire Department.

WHEREAS, the Omaha Fire Department is a fire department serving the City of Omaha, the Millard Suburban Fire Protection District and the Elkhorn Rural Fire Protection District; and,

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

WHEREAS, both the Omaha Fire Department and the City of Papillion believe it would be in the best interests of the public to enter into an Agreement for the automatic dispatch of certain equipment and apparatus within areas outside the boundaries that they serve 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.

1. **Incident Control.**

It is understood that Papillion Fire Department and the Omaha Fire Department shall retain control of their own forces and that the Fire Chief or his designated representative of the Fire Department that has jurisdiction over the area in which the incident occurs shall be the coordinator or incident commander in charge of the entire incident for the duration of the emergency requiring the services contemplated by this Agreement. Each Party may temporarily suspend the automatic aid contemplated by this Agreement in the event that such Party determines in its sole discretion, that there is a specific incident in its jurisdiction which limits the automatic aid resources available. This suspension of aid will be broadcast to both dispatch facilities and both agencies. It is understood that the suspension of aid will be lifted once the situation has been resolved. The availability of aid will be broadcast to both dispatch facilities and both agencies.

2. **Communication with 911 Dispatch Centers**

The parties agree to inform and provide a copy of this Agreement to the Douglas and Sarpy County 911 Dispatch Centers. Parties further request that the 911 Dispatch Centers dispatch assistance in the manner outlined herein automatically in the event that there is a call for the services contemplated herein. The appropriate Dispatch Center will specify the fire district in which the incident is occurring and will relay all fire declarations and cancellations to all responding fire and/or rescue units dispatched as a result of this Agreement. This Agreement allows Douglas County 911 to dispatch appropriate Papillion Fire apparatus and allows Sarpy County 911 to dispatch appropriate Omaha Fire apparatus.

3. **Liability and Indemnity.**

Each City/Fire Department shall be responsible for any liability for 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 their 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 unless either department notifies the other, the Douglas County 911 Communications Center and the Sarpy County 911 Communications Center, in writing with at least 30 days notice of their intent to terminate this Agreement.

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. **Minor Changes.**

It is understood that the names or numbers of the apparatuses in any of the task forces, or zones, may change. It will not be necessary to sign another agreement as the result of such changes.

...agreement continued on following page

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City of Omaha shall automatically dispatch, along with the jurisdictionally responsible department, in the following checked-box situations:

Rapid Intervention Task Force: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief, Rescue-33 or Rescue-60 (closest in-service), and one Engine or Truck company to all structure fires, for the pre-assigned purpose of Rapid Intervention. Will respond Normal Status until / unless declared a Working Fire.

Trench Rescue Task Force: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief, one Truck company, Rescue-33, Rescue-51 (Light/Air), Rescue-260 (Special Ops Trailer), and Rescue-5 (Trench Trailer) for all requests for Trench Rescue.

Water Rescue Task Force: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief, Rescue-33 (the recognized dive team), Fire Car 70 (Special Operations Coordinator), and the nearest water rescue boat or wave runner for all requests for water rescue.

Ice Rescue Task Force: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief, Two Ice Rescue Teams, Rescue-33 (the recognized dive team), Fire Car 70 (Special Operations Coordinator), the nearest water rescue boat or wave runner for all requests for Ice Rescue.

Technical Rescue Task Force: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief, Rescue-33, Rescue-51 (Light/Air), and Rescue-160 for all requests for Confined Space Rescue, or Rope Rescue, Explosion or Building Collapse requiring Heavy Rescue.

Haz-Mat Incidents: The City of Omaha shall automatically dispatch to all fire zones with one Battalion Chief and the closest in-service Hazardous Materials Rescue Unit (Rescue 33 or Rescue 60), to all Hazardous Material Incidents.

The City of Omaha will automatically dispatch one Engine Company to all reported structure fires (Fire Alarms) in zones:

_____.

The City of Omaha will automatically dispatch one Engine Company to all reported fire and EMS calls in zones:

_____.

The City of Omaha will automatically dispatch one **Truck** Company to all reported structure fires (**Fire Alarms**) in zones:

_____.

The City of Omaha will automatically dispatch one **Medic Unit** to all **EMS-Related Incidents** in zones:

_____ (Multi-Casualty Only).

The City of Omaha will automatically dispatch one **Water Tender** (tanker) Company to all structural fires (**Fire Alarms**) in zones:

_____.

...agreement continued on following page

Papillion Fire Department shall automatically dispatch to Omaha in the following checked-box Situations:

- Water Rescue:** The **Papillion Fire Department** will automatically dispatch a **water rescue boat** or **wave runner(s)** for all requests for water rescue in the City of Omaha coverage areas. Resource designation(s): _____ .
- Trench Rescue:** The **Papillion Fire Department** will automatically dispatch a **trench rescue team** for all requests for trench rescue in the City of Omaha coverage areas. Resource designation(s): **Papillion Rescue 11**.
- Structure Fires (Fire Alarms) in Water-Compromised-Areas:** The **Papillion Fire Department** will automatically dispatch one Water Tender (tanker/pumper-tanker) in zone: **618, 621, 622, 630, 632**, per OFD WTF Zone Response Plan. Resource designation(s): **Papillion Engine 2**.
- The City of Papillion will automatically dispatch Truck 1 and Medic 1 to all reported EMS **and fire** calls in the zone(s) below. If Truck 1 is unavailable, then Engine 2 will be dispatched. **If Medic 1 is not available then no Medic Unit from the City of Papillion will be dispatched.**

OFD 602



PAPILLION FIRE DEPARTMENT

OMAHA FIRE DEPARTMENT

Fire Chief

Fire Chief

Date

Date

ATTEST:

ATTEST:

NICOLE BROWN, CITY CLERK

TITLE: _____