

ORDINANCE NUMBER 3193

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AUTOMATIC AID AGREEMENT
WITH THE CITY OF HOOVER**

WHEREAS, the Vestavia Hills Fire Department operates under Automatic Aid Agreements with several nearby Fire Departments; and

WHEREAS, the Fire Chiefs of Vestavia Hills and Hoover have agreed that an Automatic Aid Agreement (“Agreement”) is needed in order to enhance services to both municipalities; and

WHEREAS, the Agreement is marked as Exhibit A, a copy of which is attached to and incorporated into this Ordinance Number 3193 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute and deliver said Agreement.

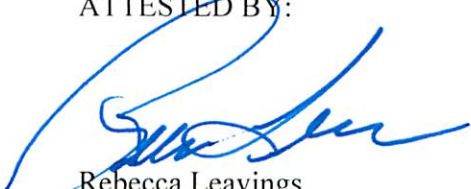
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor and City Manager are hereby authorized to execute and deliver the attached Automatic Aid Agreement with the City of Hoover; and
2. A copy of said agreement shall be maintained in the Office of the City Clerk; and
3. This Ordinance Number 3193 shall become effective upon approval and posting/publication pursuant to Alabama Law.

ADOPTED and APPROVED this the 11th day of September, 2023.


Ashley C. Curry
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

**INTER-JURISDICTIONAL AUTOMATIC AND MUTUAL FIRE
AND EMS AID AGREEMENT**

This agreement (hereinafter referred to as "Agreement") is entered into on the date of execution of the last party hereto ("Effective Date"), by and between the City of Vestavia Hills, Alabama, a municipal corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service (hereinafter referred to as "VHFD"), and the City of Hoover, Alabama, a municipal corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service, (hereinafter referred to as "HFD").

W I T N E S S E T H:

WHEREAS, the City of Vestavia Hills presently maintains and operates the Vestavia Hills Fire Department with firefighting equipment and firefighting personnel and operates an emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, the City of Hoover presently maintains and operates the Hoover Fire Department with firefighting equipment and firefighting personnel and utilizes the City of Hoover's emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, Chapter 11-102 of the *Code of Alabama*, 1975, provides that a municipality may enter into a written contract, not to exceed three years, with any one or more municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, which contract may be renewed for an additional three years upon mutual consent, and must be approved by the municipal governing body by an ordinance of general permanent operation, and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein, and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties in times of emergency or disaster.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other under the following stipulations, provisions and conditions:

1. **Purpose of Agreement.** To provide reciprocal fire and rescue assistance on a first response basis utilizing the nearest units to the incident of either party and to otherwise assist when fire or accidents are too great to be dealt with unassisted. Both parties agree to provide each other with the following types of aid.

- (a) *Mutual aid* – described in Section 2 of this document and defined as responding to a call for assistance where the call for aid is a result of the requesting agency making a formal request for aid via its emergency communications center.
- (b) *Automatic aid in a specific area* – described in Section 3 of this document and defined as responding automatically to any emergency call in a defined area. Automatic aid areas will be loaded into each agency’s E911 database so as to generate an automatic response.

2. **Request for Assistance: Response to Mutual Aid Requests.** The intent of "mutual aid" is to increase the efficiency of life-saving services to the citizens of both the City of Vestavia Hills and the City of Hoover in times of emergency or disaster. Subject to this Section 2, mutual aid shall be provided by one party to the other party within the city limits of the City of Hoover or the City of Vestavia Hills, as applicable. In requesting mutual aid from VHFD, HFD shall request emergency fire and rescue assistance from VHFD only through the Shelby County E911 Dispatch Center. In requesting mutual aid from HFD, VHFD shall request emergency fire and rescue assistance from HFD only through HFD's E911 Communications Center.

The equipment and personnel of the assisting agency will be dispatched upon request, provided however, the amount of equipment and personnel dispatched by the assisting agency shall be at the discretion of the assisting agency consistent with the public safety within the assisting party's area of primary responsibility and the aims and purposes of the Agreement. The minimum response will be one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls, provided however, should the responding agency be involved in an emergency operation at the time of receiving the request for assistance from the requesting agency, the response may be delayed until such time as the responding agency is able to make an additional commitment. In the event that the assisting agency becomes aware of an emergency within their primary area of responsibility, then the assisting agency may, upon coordination with the ranking Commanding Officer of the requesting agency, recall whatever equipment and personnel as may be needed to meet the needs of the assisting agency in its area of primary responsibility.

3. **Response to Automatic Aid Calls.** In addition to specific requests for mutual aid assistance, both VHFD and HFD will respond to incidents located in an area identified as the "automatic aid response zone." The automatic aid response zone shall be an area limited addresses listed in a memorandum of understanding that are either located within the city limits of Hoover or the city limits of Vestavia Hills. Such memorandum of understanding shall be in writing and agreed upon and signed by the fire chiefs of both parties hereto.

When an incident is reported to either the VHFD or HFD and the incident is located in the automatic aid response zone, the agency receiving the report shall notify the other agency as soon as possible after dispatching its first responding units. Deployment of first responding units

by both VHFD and HFD in the automatic aid response zone shall consist of one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls.

4. **Officer-in-charge.** The assisting party shall be subject to the orders and directions of the officer-in-charge of the operation having responsibility in the area where the emergency exists while the assisting party is within such area. If the assisting unit is outside its jurisdiction, the officer-in-charge of the first arriving assisting unit shall take command of the situation until relieved by the authority having jurisdiction.

5. **Duties and Level of Service.** No department, officer or employee of either party to this Agreement shall perform any function or service not within the scope of the duties of such department, officer, or employee in performing the same kind of services within their respective jurisdiction. Rendition of service (subject to number 4 above), standard of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with VHFD and HFD, respectively.

Disputes or disagreements as to the level of services and standards of performance required of either party shall be reported to both the VHFD Fire Chief and the HFD Fire Chief, respectively. The decision of the VHFD Fire Chief shall be final and conclusive as to the level of services or standards of performance by the VHFD. The decision of the HFD Fire Chief shall be final and conclusive as to the level of services or standards of performance by HFD.

6. **Employee Status.** Persons employed by the City of Vestavia Hills or the City of Hoover, in the performance of services and functions pursuant to this Agreement, shall have no claim to pension, worker's compensation, unemployment compensations, civil service or any other employee rights or privileges granted by operation of law or otherwise by the other entity to its officers and employees.

7. **Liabilities and responsibilities of Parties.**

- (a) The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- (b) Except as otherwise provided by law and as limited by this Agreement between the parties, VHFD and HFD shall have the full power and authority to act within the jurisdictions of the other to the extent necessary to carry out the purposes of this Agreement.

- (c) The parties hereto and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party of its respective officers and employees.
- (d) All liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment and all parties shall provide sufficient insurance to cover all such liabilities.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to this Agreement.
- (f) VHFD shall not be held liable for the actions or inactions of HFD during emergency responses, including, but not limited to, HFD not responding to incidents after being notified by VHFD. Nor shall HFD be held liable for the actions or inactions of VHFD during emergency responses, including, but not limited, to VHFD not responding to incidents after being notified by HFD.
- (g) Neither party to this agreement shall have any power to incur any debt which shall become the responsibility of the other contracting party. The cost of gasoline and other expendable supplies for continued operation shall be the responsibility of the party to which such equipment and supplies relate.
- (h) All compensation for personnel shall be borne by the party employing such personnel.

8. Procedures of Operation to Implement the Agreement.

- (a) Minimum aid provided by each department to the other will consist of one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls, within the parameters of Section 2 hereof.
- (b) An Incident Command System shall be implemented and used by each party to this agreement to provide for a clear transfer of command and command responsibility at the scene where emergency response aid is being rendered.
- (c) Each Fire Department subject to this Agreement shall be trained to meet or exceed ISO guidelines.

(d) Each party to this Agreement shall make and implement all plans necessary to effectively and efficiently carry out the Agreement.

9. **Term of Contract.** The term of this Agreement shall begin on the Effective Date and shall remain in effect for three (3) years unless terminated by mutual written agreement of both parties. Provided, however, either party may terminate said Agreement by giving at least thirty (30) days written notice to the other party listed below.

Chief M. D. Green
Vestavia Hills Fire Department
City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Chief K.C. Bentley
Hoover Fire Department
City of Hoover, Alabama
2020 Valleydale Road, Suite 201
Hoover, Alabama 35244

10. **Immigration Law Compliance.** By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

11. **Severability.** If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

12. **Effective Date.** This Agreement shall not take effect until it has been approved by the governing body of each of the contracting entities. Approval by a city shall be by adoption of a resolution or ordinance of general and permanent operation.

13. **Authorization.** Each party to this Agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

14. **Additional Terms.** Additional terms provided in **Exhibit A** to this Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officer on the dates set forth below.

CITY OF VESTAVIA HILLS, ALABAMA

Printed Name: Jeff Downes

Its: City Manager

Date: _____

Printed Name: Ashley Curry

Its: Mayor

Date: _____

CITY OF HOOVER, ALABAMA

Frank V. Brocato, Mayor

Date: _____

Exhibit A

Additional Terms

1. Reserve Apparatus

- a. **Purpose.** HFD and VHFD will loan a reserve engine, ladder/quint or medical transport apparatus to the other in the event the need arises so long as the loaning department has such equipment available for loan.
- b. **Responsible Parties.** In the event that equipment is loaned to the other party pursuant to this Agreement, the receiving party agrees to indemnify and hold the loaning party harmless from any and all claims and liabilities of any kind and nature (including attorneys' fees and court costs) that arise due to the loaning of the equipment. VHFD or HFD shall not be held liable for the actions or inactions during emergency responses in each respective response area using the loaned equipment and that all liability for injury to personnel resulting from the use of the loaned equipment and for loss or damage of equipment shall be borne by the party employing such personnel. All parties shall provide sufficient insurance to cover all liabilities in the amount as determined by the loaning party at the time of the equipment loan. The receiving party will provide the loaning party with a certificate of insurance in such amount and list the loaning party as an additional insured thereon. The indemnification provided herein shall survive the termination or expiration of this Agreement.

Exhibit B

Hoover Fire Department Advanced Life Support Transport Policy EMS 103