

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: March 21, 2005	Department ID Number: CS05-005

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE COLBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY: JIM B. ENGLE, DIRECTOR, COMMUNITY SERVICES

SUBJECT: **APPROVE EMERGENCY RESPONSE AGREEMENT FOR
EXCHANGE OF OPEN WATER LIFEGUARD SERVICES**

RECEIVED
 CITY CLERK
 CITY OF
 HUNTINGTON BEACH, CA
 2005 MAR 14 P 1:00

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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Statement of Issue: The city has an opportunity to enter into an agreement for the reciprocal sharing of emergency open water lifeguard response services.

Funding Source: None required.

Recommended Action: Motion to:

Approve and authorize the Mayor and City Clerk to execute an Emergency Response Agreement with the California Department of Parks and Recreation, the County of Orange, the City of Laguna Beach, the Lake Mission Viejo Association, the City of Newport Beach, the City of San Clemente, and the City of Seal Beach, hereinafter referred to as "The Agencies".

Alternative Action(s):

Do not approve this agreement allowing for the mutual benefit derived by The Agencies for exchange of emergency open water lifeguard response services.

E-15

REQUEST FOR ACTION

MEETING DATE: March 21, 2005

DEPARTMENT ID NUMBER:CS05-005

Analysis: For more than forty years, Orange County lifeguard services have been sharing resources across jurisdictional boundaries to ensure prompt emergency service to border constituents. This has been accomplished through informal agreements between agencies. Emergency response agreements are the reciprocal sharing of like resources on an as-needed, as-requested, as-approved basis. An example of an emergency response would be a request by one agency for additional SCUBA members for a search and recovery operation or a request for vessel assistance with a lifeguard boat. Emergency Response Agreements are common in police and fire services, and the proposed agreement (Attachment 1) has been patterned after a similar agreement between the Huntington Beach Fire Department and the Orange County Fire Authority.

The agreement is a guide for day-to-day operations. It includes a Memorandum of Understanding (MOU) that specifies general operational policies, including response areas and types of equipment, operational command, incident reports, dispatch and communications, training, response maps and preplans, and an evaluation of effectiveness. The operational components of the MOU may be amended by the mutual written agreement. The agreement shall be provided at no cost to the other party, and would remain in effect until termination by the parties involved. Sixty days written notification is required for termination. This agreement will formalize the process of mutual aid that has existed between lifeguard agencies in Orange County for the past four decades.

Environmental Status: Not applicable.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Emergency Response Agreement for Exchange of Open Water Lifeguard Services

E-15.2

ATTACHMENT #1

E-15.3

**EMERGENCY RESPONSE
AGREEMENT FOR EXCHANGE OF
OPEN WATER LIFEGUARD SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the California Department of Parks and Recreation, the County of Orange, the City of Huntington Beach, the City of Laguna Beach, the Lake Mission Viejo Association, the City of Newport Beach, the City of San Clemente, and the City of Seal Beach hereinafter referred to as "the Agencies"

WHEREAS, the Agencies provide open water lifeguard services within their respective jurisdictions; and

WHEREAS, the Agencies have found it to be of mutual benefit if the services of each agency are in some circumstances extended outside of the limits of each jurisdiction into the boundaries of the other; and

WHEREAS, the Agencies desire to enter into an Emergency Response Agreement, where, in some circumstances, one agency will respond to an emergency incident occurring within the jurisdictional limits of the other agency;

NOW, THEREFORE, in consideration of the covenants contained herein, the Agencies hereby agree as follows:

1. This Agreement is a guide for day-to-day operations. The specific details of the service to be provided under this Agreement and the general operational policies, including, but not limited to, response areas and types of equipment, operational command, incident reports, dispatch and communications, training, response maps and preplans, and evaluation of effectiveness shall be determined by the Agencies' designee in a Memorandum of Understanding (MOU). Operational components of the MOU may be amended by the mutual written agreement of the Agencies' designee.

Any change in the MOU, which constitutes a change in policy, shall be approved by the Governing Body of the Agencies.

2. Each agency shall, at its own expense, develop and provide for the necessary cross connections of its communication system with the communication system of the other.

3. Each agency shall, at its own expense, provide to the other agency a predetermined grid mapping system designating the response area for its areas included in this Agreement.

4. The services provided by each agency pursuant to this Agreement shall be provided at no cost to the other agency. In the event a state or local emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective agency's to claim state and/or federal reimbursement.

5. The Agencies' designee or their designated representatives shall determine and agree upon the capabilities of each agency to respond to incidents requiring special equipment.

6. The Agencies understand and agree that the Agencies' response to a request for aid shall depend upon any existing conditions within its own jurisdiction and the availability of its resources.

7. For purposes of liaison and the administration of this agreement, the Agencies' designees are designated as the representatives of each agency to this Agreement, and they shall be jointly responsible for administration of this Agreement.

8. This Agreement shall become operational and effective upon execution by all parties. The Agreement shall remain in effect until termination by any agency. It is further agreed that any agency may terminate the Agreement at any time by giving

written notice to all other Agencies at least sixty days (60) prior to the date of termination.

9. The Agencies agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement. By entering into this Agreement, none of the parties waives any of the immunities provided under state or federal law.

10. Notwithstanding the provisions of Government Code 895.2, each agency shall defend, indemnify, and hold harmless the other parties and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. None of the agencies assumes liability for the acts or omissions of persons other than each agency's respective officers, agents or employees.

This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.

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

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: _____ Dated: _____

COUNTY OF ORANGE

BY: _____ Dated: _____

E-15.6

**MEMORANDUM OF UNDERSTANDING
FOR EXCHANGE OF
OPEN WATER LIFEGUARD SERVICES**

This Memorandum of Understanding (MOU) is authorized by the agency designees in an Agreement for Exchange of Open Water Lifeguard Services dated _____, 2005, and is subject to the terms and conditions set forth in said Agreement.

The purpose of this MOU is to outline the procedures for implementing the Agreement between the California Department of Parks and Recreation, the County of Orange, the City of Huntington Beach, the City of Laguna Beach, the Lake Mission Viejo Association, the City of Newport Beach, the City of San Clemente, and the City of Seal Beach. This MOU provides the specific details for day-to-day operations.

Changes in this written MOU may be made at any time by mutual written agreement of the agency designees. A signed amendment to this document will be prepared accordingly and distributed to all holders.

AMOUNT AND TYPE OF ASSISTANCE

This MOU is for the exchange of emergency Open Water Lifeguard Services. The identified open water lifeguard resources will respond to emergencies as set forth below. For the purposes of this MOU, the following definitions will apply to identified resources:

- Incident Commander: refers to an officer capable of and responsible for commanding incident resources and overall scene management.
- Land Unit: refers to an Open Water Lifeguard resource with 4-wheel drive capability capable of driving on soft sand, with a minimum staffing level of 1.
- SCUBA Diver: refers to Open Water Lifeguard personnel trained at a level of basic open water SCUBA. Minimal gear shall consist of: (1) buoyancy compensator; (2) 2 full air tanks with a regulator; (3) fins, mask, snorkel; (4) reserve regulator; (5) compass; (6) full wetsuit, and (7) depth gauge.
- Rescue Boat: refers to a Open Water Lifeguard resource capable of carrying passengers inside enclosed gunnels with a minimum of 2 persons on board consisting of an operator and a deckhand.
- Personal Watercraft: refers to a personal watercraft with towing/rescue capabilities with 1 operator.

Additional resources not described in this MOU may be requested by the Incident Commander or appropriate dispatch center.

OPERATIONAL COMMAND

The first arriving officer will assume command until he or she reassigns command or is relieved by a senior officer. The highest-ranking officer from the authority having jurisdiction will have the ultimate authority to assume command. All operations will be conducted in a coordinated and organized manner.

INCIDENT REPORTS

When units of both agencies have responded to an incident, the unit of the agency having jurisdiction will be responsible for preparing the incident report. When no units from the jurisdictional agency respond to an incident, the units from the responding jurisdiction shall prepare their own incident report and the responding agency shall provide copies of the incident report to the jurisdictional agency.

DISPATCH AND COMMUNICATIONS

Request for services will follow the guidelines noted below:

- a) Contact shall be made to the dispatch center through pre-established communication links requesting a resource by department and unit type identified in this Agreement.
- b) All necessary information including address, type of emergency, tactical radio frequency and related information that is available shall be relayed to responding units and updated as appropriate.
- c) The agency receiving the request shall dispatch the requested resource, if available, and shall provide the responding units with all pertinent information, identifying the jurisdictional dispatch center and tactical radio frequency.
- d) If the requested type of unit is not available and located so as to result in an extended response time, the requesting agency's dispatch center will be advised of the delay to ensure that the closest unit will respond.
- e) If the requested unit encounters delays resulting from seasonal, traffic, or other restrictions, so as to result in an extended response time, the requesting agency's dispatch center will be immediately advised of the delay.

TRAINING

Periodic interagency training shall be conducted for the purpose of improving working relationships and operational coordination. This training shall be coordinated through the agencies Training Officers.

RESPONSE MAPS AND PREPLANS

Upon execution of this MOU, each agency shall provide the other with current standard response maps and shall provide updated versions as changes occur.

EVALUATION

The effectiveness of the procedures contained in this MOU shall be evaluated annually, or as significant changes occur, by the agency designees.

By: _____
District Superintendent,
California Department of Parks and
Recreation

By: _____
Park District Supervisor,
County of Orange

Date: _____

Date: _____

By: Jim B. Eagle
Director, Community Services,
City of Huntington Beach

By: _____
Marine Safety Chief,
City of Laguna Beach

Date: 2.23.05

Date: _____

By: _____
Lifeguard Captain
Lake Mission Viejo Association

By: _____
Fire Chief,
City of Newport Beach

Date: _____

Date: _____

By: _____
Marine Safety Chief,
City of San Clemente

By: _____
Lifeguard Captain,
City of Seal Beach

Date: _____

Date: _____

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of California

Mayor

ATTEST:

City Clerk

REVIEWED AND APPROVED:

Fenelope Cullerton
City Administrator

APPROVED AS TO FORM:

Jennifer M. Galt
City Attorney 2/20/05

INITIATED AND APPROVED:

Jim B Eagle
Director, Community Services

CITY OF LAGUNA BEACH

By: _____

Dated: _____

LAKE MISSION VIEJO ASSOCIATION

By: _____

Dated: _____

CITY OF NEWPORT BEACH

By: _____

Dated: _____

CITY OF SAN CLEMENTE

By: _____

Dated: _____

CITY OF SEAL BEACH

By: _____

Dated: _____