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| 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 7, 2005 | Department ID Number: FD 05-002 |

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

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, City Administrator

PREPARED BY: DUANE OLSON, Fire Chief *D.O.*

SUBJECT: **ADOPT AUTOMATIC AID AGREEMENT FOR EXCHANGE OF
FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES WITH
THE ORANGE COUNTY FIRE AUTHORITY AND AGREEMENT
FOR SUNSET BEACH**

RECEIVED
 CITY CLERK
 CITY OF
 HUNTINGTON BEACH, CA
 2005 MAR - 1 11:00 AM

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The attached agreement with the City of Huntington Beach and the Orange County Fire Authority for the exchange of fire, rescue, and emergency medical services is proposed for adoption, along with an agreement for advanced life support emergency medical services to the Sunset Beach area.

Funding Source: None required.

Recommended Action: MOTION TO:

Approve and authorize the Mayor and City Clerk to execute the Automatic Aid Agreement with the Orange County Fire Authority for the Exchange of Fire, Rescue, and Emergency Medical Services and the agreement for advanced life support emergency medical services to the Sunset Beach area.

Alternative Action(s): Do not approve these agreements, which would preclude both parties from deriving mutual benefits by exchanging fire, rescue, and emergency medical services.

(continued on next page)

REQUEST FOR COUNCIL ACTION

MEETING DATE: March 7, 2005

DEPARTMENT ID NUMBER: FD 05-002

Analysis: Based on past experience, the City of Huntington Beach and the Orange County Fire Authority have found it will be of mutual benefit if the services of both fire departments are, in some circumstances, extended outside of the limits of each jurisdiction into the boundaries of the other. The attached automatic aid agreement would allow a mutual response pact to continue where, in some circumstances, one party will respond to a fire, rescue, or emergency medical incident occurring within the jurisdictional limits of the other party.

The agreement is a guide for day-to-day operations. It includes a Memoranda 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 of the Fire Chiefs of both agencies. The services provided by each party, pursuant to the agreement, shall be provided at no cost to the other party. The agreement would remain in effect until terminated by the parties involved. It is scheduled for adoption by the Orange County Fire Authority Board of Directors on March 24, 2005.

In addition, also attached is an agreement with the Orange County Fire Authority for the Huntington Beach Fire Department to provide advanced life support emergency medical services to the unincorporated portion of the County known as Sunset Beach. This agreement replaces the previous agreement, which was adopted in 1999. It provides that the Orange County Fire Authority annually pay the City \$5,000 for this service. Previously they paid \$2,700.

All previously mentioned agreements, the Automatic Aid Agreement with OCFA including the related Memorandum of Understanding (MOU), and the ALS Services Agreement to the Sunset Beach area, shall be reviewed by Fire Administration on an annual basis.

Environmental Status: Not applicable.

Attachment(s):

| City Clerk's Page Number | No. | Description |
|--------------------------|-----|--|
| 3 | 1. | Automatic Aid Agreement for the Exchange of Fire, Rescue, and Emergency Medical Services Between the City of Huntington Beach and the Orange County Fire Authority |
| 11 | 2. | Agreement with the Orange County Fire Authority for Advanced Life Support Emergency Medical Services to the Sunset Beach Area |

RCA Author: Olson/Pelletier/Justen

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INTERNATIONAL
SOCIETY
OF MUSICIANS

ATTACHMENT #1

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**AUTOMATIC AID
AGREEMENT FOR EXCHANGE OF
FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES
BETWEEN THE ORANGE COUNTY FIRE AUTHORITY
AND THE CITY OF HUNTINGTON BEACH**

THIS AGREEMENT, made and entered into on _____ by and between the ORANGE COUNTY FIRE AUTHORITY, a public entity, hereinafter referred to as "AUTHORITY", and the CITY OF HUNTINGTON BEACH, a municipal corporation in the County of Orange, hereinafter referred to as "CITY"

WHEREAS, AUTHORITY and CITY provide fire, rescue and emergency medical services within their respective jurisdictions; and

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

WHEREAS, the parties hereto desire to enter into a mutual response pact, wherein, in some circumstances, one party will respond to a fire, rescue or emergency medical incident occurring within the jurisdictional limits of the other party;

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. This agreement is a guide for day-to-day operations. It is not intended to replace or revise the *Orange County Fire Services Operational Area Mutual Aide Plan*. 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, and response maps and preplans, and evaluation of effectiveness shall be determined by the AUTHORITY Fire Chief and the CITY Fire Chief in a Memorandum of Understanding ("MOU"). Operational components of the MOU may be amended by the mutual written agreement of the AUTHORITY Fire Chief and the CITY Fire Chief. Any change in the MOU, which constitutes a change in policy, shall be approved by the Governing Body of the AUTHORITY and the Governing Body of the CITY.

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

4. Responsibility for responding to requests for emergency ambulance service shall continue to rest with the fire agency of the jurisdiction in which the emergency occurs.

5. The services provided by each party pursuant to this AGREEMENT shall be provided at no cost to the other party. In the event an emergency is declared, this AGREEMENT shall not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement.

6. The AUTHORITY Fire Chief and CITY Fire Chief or their designated representatives shall determine and agree upon the capabilities of each party to respond to incidents requiring special equipment.

7. The parties understand and agree that the responding party's response to a request for aid shall depend upon any existing emergency conditions within its own jurisdiction and the availability of its resources.

8. For purposes of liaison and the administration of this AGREEMENT, the AUTHORITY Fire Chief and the CITY Fire Chief are designated as the representatives of the respective parties to this AGREEMENT, and they shall be jointly responsible for administration of this AGREEMENT.

9. This AGREEMENT shall become operational and effective upon execution by both parties. The AGREEMENT shall remain in effect until termination by either party. It is further agreed that either party may terminate the AGREEMENT at any time by giving written notice to the other party at least sixty days (60) prior to the date of termination.

10. The parties 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, neither party waives any of the immunities provided under state or federal law.

11. Notwithstanding the provisions of Government Code 895.2, each party shall defend, indemnify, and hold harmless the other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and

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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. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents or employees.

By entering this AGREEMENT, neither party waives any of the immunities provided by the Government Code or other applicable provisions of law. This AGREEMENT is not intended to confer any legal rights or benefits on any person or entity other than the parties of this AGREEMENT.

12. Amendments to this AGREEMENT shall be approved by the Governing Body of the AUTHORITY and the Governing Body of the CITY.

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

CITY OF HUNTINGTON BEACH

ORANGE COUNTY FIRE AUTHORITY

Dated: _____

Dated: _____

By: _____

By: _____

Mayor

Chip Prather, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: _____

Dated: Dec 10, 2004

By: [Signature]
For Jennifer McGrath, City Attorney
12-27-04

By: [Signature]
Authority Counsel

Dated: 12/14/04

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By: [Signature]
Duane Olson, Fire Chief

Nancy Swanson, Clerk of the Authority
Orange County Fire Authority

Joan Flynn, City Clerk

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**MEMORANDUM OF UNDERSTANDING
FOR
EXCHANGE OF FIRE, RESCUE AND EMERGENCY MEDICAL SERVICES
ORANGE COUNTY FIRE AUTHORITY / CITY OF HUNTINGTON BEACH**

This Memorandum of Understanding ("MOU") is authorized by the City of Huntington Beach Fire Chief and the Orange County Fire Authority Fire Chief in an Agreement for Exchange of Fire, Rescue and Emergency Services dated January 1, 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 said Agreement between the City of Huntington Beach Fire Department, hereinafter referred to as "CITY" and the Orange County Fire Authority, hereinafter referred to as "AUTHORITY". This MOU is a guide for day-to-day operations and is not intended to replace or revise the *Orange County Fire Services Operational Area Mutual Aid Plan*. This MOU replaces any existing MOU in effect between AUTHORITY and CITY.

AMOUNT AND TYPE OF ASSISTANCE

This MOU is for the exchange of fire, rescue and emergency services to the areas specified. The identified fire department resources will respond to emergencies as set forth below. For the purposes of this MOU, the following definitions will apply to identified resources:

- BATTALION CHIEF:** The term "*Battalion Chief*" refers to an officer capable of and responsible for commanding incident resources and overall scene management.
- ENGINE:** The term "*Engine*" refers to Engine Company resources as identified in FIRESCOPE ICS publication 420-1 as Type 1 Engine, with minimum staffing of three (3) personnel.
- TRUCK:** The term "*Truck*" refers to a fire department resource capable of providing a minimum elevated stream and rescue capability of not less than 50 feet and a minimum staffing of 3 personnel.
- PARAMEDIC:** The term "*Paramedic*" refers to a fire department resource providing advanced life support services in compliance with the definitions for "advanced life support"; "advanced life support unit"; and "emergency medical technician/ paramedic" as found in the Orange County EMS Agency policy and procedure #090.00.

Additional resources not described in this MOU must be requested by the Incident Commander or appropriate dispatch center through normal Mutual Aid channels as outlined in the *Orange County Fire Services Operational Area Mutual Aid Plan*.

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RESPONSE AREAS

1. CITY SHALL PROVIDE:

In accordance with dispatch procedures, up to five Engines/Paramedic, one Battalion Chief and one Truck to districts within the AUTHORITY'S jurisdictions where CITY resources are closer as shown in exhibit A.

2. AUTHORITY SHALL PROVIDE:

In accordance with dispatch procedures, up to five Engines/Paramedic, one Battalion Chief and one Truck to districts within the CITY'S jurisdiction where AUTHORITY resources are closer as shown in exhibit B.

3. BOTH AGENCIES SHALL PROVIDE:

- a. In accordance with dispatch procedures, up to five Engines/Paramedic, one Battalion Chief and one Truck to all freeways as needed based on closest available units.

Requests for CITY or AUTHORITY units may be made for response to other areas adjacent to the areas identified in the MOU. Adjustments and releases shall be made by the Incident Commander as soon as practical.

OPERATIONAL COMMAND

The first arriving officer will assume command until the officer reassigns command or is relieved by a chief officer. All operations will be conducted in a coordinated and organized manner. When appropriate, an ICS Unified Command will be established.

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.

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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 fire station and unit type identified in this Agreement. (i.e. Data Switch or Ring Down line)
- 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 in the station requested 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 between CITY and AUTHORITY units. This training shall be coordinated through the CITY's Fire Operations Officer and the AUTHORITY's Battalion Chief's assigned in the AUTHORITY'S Battalion closest to the CITY.

RESPONSE MAPS AND PREPLANS

Upon execution of this MOU, each agency shall provide the other with current standard response maps, preplans, and special area 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 CITY's Fire Operations Officer and the AUTHORITY's Battalion Chief assigned as the liaison to the CITY fire department. Any changes in the Fire Station Order (FSO) by either agency that affect the other agency shall be mutually agreed upon by both agencies prior to any implementation of the changed FSO.

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ATTACHMENT #2

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2004, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency (hereinafter referred to as the "OCFA") and the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (hereinafter referred to as the "CITY").

WHEREAS, the OCFA and the CITY provide fire, rescue, and emergency medical services, including advanced and basic life support services, as well as other emergency related services, including ambulance service, within their respective jurisdictions; and,

WHEREAS, the OCFA desires that the highest quality emergency medical services available be provided to all communities located within its jurisdiction; and,

WHEREAS, in furtherance of the above-stated goal, the OCFA desires that certain emergency medical services be provided by the CITY in a specified portion of the unincorporated territory of Orange County; and,

WHEREAS, the CITY has the ability to provide the desired emergency medical services; and,

WHEREAS, the parties hereto desire to enter into this Agreement, wherein, the CITY will respond to Advanced Life Support (A.L.S.) Emergency Medical Service (E.M.S.) calls occurring within a specified geographical area of the OCFA' s jurisdictional limits;

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NOW, THEREFORE, it is agreed by and between the parties hereto that:

1. The CITY shall provide Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.), as defined by California Health & Safety Code §1797.52, to the unincorporated territory of Orange County commonly referred to as the Community of Sunset Beach (Exclusive Operating Area #21), which is indicated by the shaded area on Exhibit "A" attached hereto, including the Sunset Beach Aquatics Park (hereinafter referred to as the "SERVICE AREA").

2. Because of jurisdictional boundary configurations (namely, the island characteristics of the SERVICE AREA) and the physical location of the OCFA's nearest Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.) resources in proximity to the SERVICE AREA, such emergency services can more promptly and more efficiently be provided to the SERVICE AREA by the CITY. In order to ensure the availability of prompt and efficient emergency medical services, Advanced Life Support (A.L.S.) Emergency Medical Service (E.M.S.) response calls to the SERVICE AREA shall be the responsibility of the CITY.

3. Except as may be required by extraordinary conditions, Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.) provided by the CITY, pursuant to the provisions of this Agreement, shall include a response by "Paramedics," as authorized by Orange County EMS Agency Policy and Procedure No. 090.00 with resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, drug and medicinal preparation, and other advanced life support equipment. The term

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"Paramedics" refers to fire department resources providing Advanced Life Support (A.L.S.) services in compliance with Orange County EMS Agency Policy and Procedure No. 090.00.

4. In the event of a medical emergency in the SERVICE AREA that exceeds the ability of the CITY'S Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.) and where the CITY has committed equivalents equipment and/or personnel elsewhere, the CITY shall notify the OCFA, which shall dispatch the required additional equipment and personnel.

5. The CITY agrees to periodically furnish the OCFA required reports on Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.), and other related activities, in connection with this Agreement, to the OCFA Fire Chief.

6. The OCFA agrees to retain the responsibility for providing ambulance service, and all other non-Advanced Life Support (A.L.S.) emergency related services in the SERVICE AREA.

7. As consideration for the services set forth in this Agreement, the OCFA agrees to pay the CITY the sum of \$5,000 due and payable on or before July 15th of each fiscal year and thereafter. The CITY will bill the OCFA on July 1st every year of the Agreement. The due date for each bill will be thirty (30) days after the billing date. A late payment penalty of one and one-half percent (1½%) per month may be assessed after the bill due date.

8. Authorize the Fire Chief to review and negotiate the annual payment to the CITY, on an annual basis, based on call volume to the area.

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Review to be taken place in September of each year beginning in September 2005.

9. This Agreement shall commence at 12:01 a.m., July 1, 2004, at which time the CITY shall assume full responsibility for the provision of all Advanced Life Support (A.L.S.) Emergency Medical Services (E.M.S.), as defined by California Health & Safety Code §1797.52, throughout the designed SERVICE AREA. This Agreement shall remain in effect until terminated by either party. It is further agreed that either party may terminate this Agreement at any time by giving written notice to the other party at least ninety (90) days prior to the date of termination.

10. The OCFA shall, at its own expense, provide to the CITY a predetermined district mapping system, as well as other dispatching information (e.g., CAD-FSO files), designating the response area for the SERVICE AREA included in this Agreement.

11. The parties 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, neither party waives any of the immunities provided under state or federal law.

12. Each party shall indemnify and hold harmless the other party, and its officials, officers, agents and employees from any and all losses, liability, damages, claims, suits, action and administrative proceedings, and demands relating to acts or omissions of the indemnitor, its officials, officers, agents or employees arising out of or incidental to the performance of any of the provisions

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of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officials, officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officials, officers, agents or employees, and apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction and neither party shall be entitled to a jury apportionment.

13. The OCFA shall not be liable for the direct payment of any wages or other compensation to any official, officer, employee, or agent of the CITY performing any services under this Agreement. The OCFA shall not be liable to any official, officer, employee, or agent of the CITY for any sickness or injury incurred by such person in the course of performing services under this Agreement. The CITY shall be solely responsible for all personnel actions relating to the CITY employees utilized in the performance of this Agreement.

14. The CITY shall not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of the OCFA. Any attempted assignment or delegation in derogation of this paragraph shall be void.

15. For purposes of liaison and the administration of this Agreement, the OCFA Fire Chief and the CITY Fire Chief are designated as the representatives of the respective parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.

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16. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested at the following addresses:

OCFA: Fire Chief
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

CITY: Fire Chief
City of Huntington Beach
2000 Main Street, 5th Floor
Huntington Beach, CA 92646

17. This Agreement, together with any Exhibit(s) attached hereto (which are incorporated herein by reference) fully expresses all understandings between the OCFA and the CITY with respect to the subject matter of this Agreement and shall constitute a total Agreement between the parties for these purposes. No addition to, modification, or alteration of, the terms of this Agreement or any Exhibit(s) thereto, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

18. In the event suit is brought by either party to enforce the terms and conditions of this Agreement, or to secure the performance hereof, each party shall bear its own attorneys' fees.

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

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

ORANGE COUNTY FIRE AUTHORITY,
a Joint Powers Agency

Mayor

Chairman

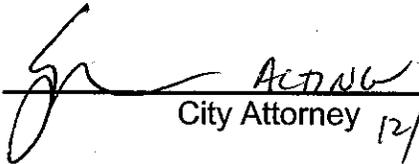
ATTEST:

City Clerk

Authority Fire Chief

APPROVED AS TO FORM:

ATTEST:



City Attorney *12/27/04*

Clerk of the Authority

~~INITIATED~~ AND APPROVED:

APPROVED AS TO FORM:

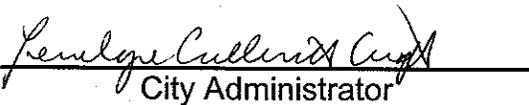


Fire Chief



Authority Counsel

REVIEWED AND APPROVED:



City Administrator

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ORANGE COUNTY FIRE AUTHORITY

STATION 03 LOCATION MAP

----- FS Initial Response Boundary

———— City Limits

