



Meeting Date: 6/2/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: W. J. Milligan, Fire Chief *WJM* Agenda Item No. I-6
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____

DATE: May 13, 2009

TO: City Council

FROM: W.J. Milligan, Fire Chief *WJ Milligan*
Fire Department

SUBJECT: Initial Response Agreement (Agreement No. A-7184) for Fire Services between the City of Oxnard and the Ventura County Fire Protection District

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement (Agreement No. A-7184) between the City of Oxnard and the Ventura County Fire Protection District for the City to provide fire service in the Channel Islands Harbor area.

DISCUSSION

The City of Oxnard has had an agreement with the Ventura County Fire Protection District since 1976 to provide fire service in the Channel Islands Harbor area which is under the District's jurisdiction. The proposed agreement updates and supersedes the previous agreement and is for the period of July 1, 2009 through June 30, 2014.

FINANCIAL IMPACT

For services provided under this Agreement the City will receive an annual payment of \$64,000.

Attachment #1 - Initial Response Agreement No. A-7184 for Fire Services

INITIAL RESPONSE AGREEMENT FOR FIRE SERVICES BETWEEN
THE CITY OF OXNARD AND
THE VENTURA COUNTY FIRE PROTECTION DISTRICT

This AGREEMENT is made and entered into July 1, 2009, by and between the City of Oxnard, hereinafter referred to as the "CITY," and the Ventura County Fire Protection District, hereinafter referred to as the "DISTRICT."

WITNESSETH

WHEREAS, the parties to this agreement provide fire protection within their respective jurisdictional limits; and

WHEREAS, it has been determined that it would be advantageous to the DISTRICT if the fire protection services of the CITY were extended jurisdictionally to the aid of the DISTRICT; and

WHEREAS, the parties desire to enter into an agreement for the CITY to provide limited fire services response for emergency incidents within a specific area of the DISTRICT.

NOW THEREFORE, the CITY and the DISTRICT agree:

1. SERVICES BY THE CITY

Upon request and when available, the CITY shall provide initial response to requests for service up to one engine and one truck company to that area hereinafter referred to as Area 1 "Channel Islands Corridor," Area 2 "Hollywood Beach," and Area 3 "Silver Strand," which are all under the jurisdiction of the DISTRICT and indicated in Appendix A of this Agreement (collectively, the "Beach Community Area").

When responding into DISTRICT jurisdiction, the CITY shall respond as described in sections 3 and 4 of this Agreement and shall conform its response to DISTRICT Operational Procedures where applicable, including response plans, tactics, communications and operational safety practices.

If in the sole judgment of CITY staff, sufficient CITY resources are not available for alarms described in this Agreement, the DISTRICT will release the CITY from its commitment until such time that the CITY determines its resources are adequate and available.

2. SERVICES BY THE DISTRICT

- a) The DISTRICT shall retain responsibility to provide comprehensive fire protection services to all areas within its jurisdiction, including but not limited to, fire and rescue response, incident command and control, incident communication, fire cause determination, fire prevention, and community education services.
- b) When the CITY responds into the DISTRICT's jurisdiction, under the terms of this agreement, the DISTRICT will provide fire coverage for the CITY upon request, if the staff of the DISTRICT determines the DISTRICT is capable of such coverage at that time.

3. DISTRICT RESPONSIBILITIES

- a) Upon receipt of an alarm in the Beach Community Area, the DISTRICT will dispatch the closest, most appropriate fire resource (CITY, Ventura County Federal Fire or District) as determined by the DISTRICT's computer-aided dispatch (CAD) system, up to the maximums provided in this agreement.
- b) The DISTRICT will dispatch CITY resources via tone alerting followed by verbal response information communicated on the DISTRICT's channel one (154.010)
- c) The DISTRICT will simultaneously notify the CITY's dispatch center whenever CITY resources are dispatched by the DISTRICT.
- d) Any support equipment (Minitor pagers, radio, telephone, and/or other equipment) determined and agreed to by the DISTRICT and the CITY to be necessary to expedite dispatch of CITY resources under this agreement will be provided, at its cost, by the DISTRICT.

4. CITY RESPONSIBILITIES

- a) CITY resources covered within this agreement, when available for response into the DISTRICT, will carry a Minitor pager programed with the DISTRICT's alerting capabilities.
- b) Upon receipt of a dispatch from the DISTRICT into the area covered within this Agreement, the CITY, subject to the availability of resources as indicated in section 4 (c) below, will respond with the resource/s requested by the DISTRICT.
- c) If the CITY resource/s requested by the DISTRICT are not available, the CITY shall notify the DISTRICT immediately so that the DISTRICT may reevaluate the request.
- d) The CITY, at its own option, may augment its response to an incident. If such augmentation occurs, the DISTRICT shall be notified immediately.
- e) The CITY will immediately notify the DISTRICT of changes in the availability of resource/s that affect the CITY's response to incidents in the Beach Community Area.
- f) Upon receipt of a dispatch from the DISTRICT into the area covered within this agreement, CITY responding apparatus will respond on DISTRICT assigned radio

frequencies and acknowledge incident status with DISTRICT's FIRE COMMUNICATIONS CENTER.

- g) If mutually agreed upon in writing by the CITY's Fire Chief and the DISTRICT's Fire Chief and in order to reduce valuable dispatch time by viewing the CITY's availability status prior to requesting equipment for response, the CITY will provide the DISTRICT's FCC, at the DISTRICT's cost, with a CAD terminal connection to the CITY's Fire CAD.
- h) If mutually agreed upon and in order to further reduce valuable dispatch time, the DISTRICT's FCC will dispatch, prior to Oxnard Dispatch center communication, the closest available CITY resource via an alert system through a MINITOR device (MINITORS will be provided to the CITY at the DISTRICT's cost).

5. INCIDENT COMMAND

When CITY units arrive at the site of an incident before DISTRICT units, CITY personnel will take the necessary action dictated by the situation including the establishment of Command. At the earliest appropriate time, Command shall be transferred to a DISTRICT officer after a transition meeting between the CITY incident commander and DISTRICT officer.

6. INCIDENT REPORTING

When an incident is handled by CITY units without a DISTRICT response, the CITY will complete an NFIRS-compliant incident report. The DISTRICT shall complete a minimal report which references the CITY report as the primary response report.

7. HOLD HARMLESS

The parties to this Agreement hereby waive all claims against each other, arising out of the performance of this Agreement, for compensation for loss or damage to their property and personal injury, including death, of their employees, agents, and contractors, except that this waiver shall not apply to property loss or damage or personal injury, including death, resulting in whole or in part from a party's willful misconduct.

8. GENERAL LIABILITY INSURANCE

The DISTRICT and CITY are self-insured for purposes of this Agreement.

9. COMMITMENT OF RESOURCES

Subject to the provisions of section 14, and unless otherwise stated in this Agreement, both the CITY and the DISTRICT shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies and shall assume and bear their own costs in complying with this Agreement.

10. CITY NOT EMPLOYEE

No relationship of employer and employee is created by this Agreement. The CITY is an independent contractor and none of its officers, employees, or agents performing services pursuant to this Agreement shall have any claim under this Agreement or otherwise against the DISTRICT for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind. The CITY, in performing services pursuant to this Agreement, is not subject to the control and direction of DISTRICT as to the means and methods for accomplishing these services.

11. NO THIRD-PARTY BENEFIT

This Agreement shall not be construed as, or deemed to be an agreement, for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

12. ADMINISTRATION

The CITY Fire Chief and the DISTRICT Fire Chief, hereinafter referred to as the "Fire Chiefs," shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources to perform the covenants hereunder. Any change in resource levels or dispatch policies affecting the performance of this Agreement by either party shall be promptly reported to the other party in writing.

13. TERM

This Agreement shall commence on July 1, 2009. This Agreement shall automatically be renewed on an annual fiscal year basis (July 1 - June 30) on the same terms and conditions unless modified by mutual written agreement. Notwithstanding any other provision, this Agreement may be terminated without cause by either party by giving sixty (60) days' written notice to the other party pursuant to section 16 of this Agreement. This foregoing provision in no respect limits the right of either party to terminate this Agreement on less than sixty (60) days' notice or without notice for a material breach of this Agreement, or limits any other rights or remedies of the parties at law or in equity.

14. PAYMENT

Payment to the CITY for services provided under this Agreement shall be based on the cost of staffing for and providing said services as follows:

Annual Payment and Payment Schedule: On or before January 31 of each year, commencing in fiscal year 2009/2010, the DISTRICT shall make a single payment to the CITY in the amount of \$64,000 for services to be rendered by the CITY under the terms of

this Agreement in the fiscal year (July 1 to June 30) in which the payment is due to be made. Should the term of this Agreement terminate other than at the end of a fiscal year, the amount of the payment shall be reduced pro rata, and if the payment for that fiscal year already has been made, the CITY shall make a pro rata reimbursement to the DISTRICT within ninety (90) days of such termination. Similarly, if pursuant to section 1 above, the CITY's resources are not available for any cumulative period exceeding fifteen (15) days in any fiscal year, the DISTRICT, at its option, shall be entitled to a pro rata reimbursement for such cumulative period within ninety (90) days of the end of such fiscal year or a credit equivalent to such pro rata amount against the next annual payment.

The parties hereto shall make available to each other upon request all information, data, and documents used in computing the payments under this Agreement and in administering this Agreement.

15. WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of such payment for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

16. NOTICES

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by facsimile (FAX), personal delivery, or by mail. Notices shall be sent:

To District:

Fire Chief
Ventura Co. Fire Protection Dist.
165 Durley Avenue
Camarillo, CA 93010
Phone No.: (805) 389-9710
FAX No.: (805) 388-4392

To City:

Fire Chief
Oxnard City Fire Department
360 West Second Street
Oxnard, CA 93030
Phone No.: (805) 385-7722
FAX No.: (805) 385-8009

When addressed in accordance with this paragraph, notices shall be deemed given upon deposit in the United States mail, postage prepaid, or upon completion of FAX message. When a notice is sent via FAX, an original shall be mailed. In all other cases, notice shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

17. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement takes precedence over the Automatic Aid Agreement between the Ventura County Fire Protection District and the City of Oxnard dated September 15, 1997, with respect to the Beach Community Area covered under this Agreement.

**Initial Response Agreement - Beach Community Area,
Between the City of Oxnard and the Ventura County Fire Protection District**
July 1, 2009
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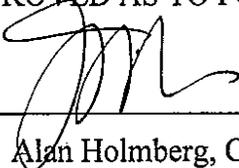
ATTEST: DANIEL MARTINEZ

CITY OF OXNARD
A Municipal Corporation

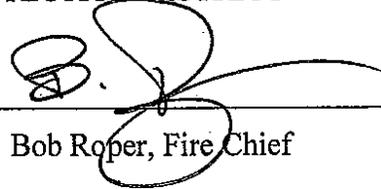
By: _____
City Clerk

By: _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM:

By:  _____
Alan Holmberg, City Attorney
5.17.09

VENTURA COUNTY FIRE
PROTECTION DISTRICT

By:  _____
Bob Roper, Fire Chief

**Initial Response Agreement – Beach Community Area,
Between the City of Oxnard and the Ventura County Fire Protection District
April 1, 2009**

APPENDIX A: MAP OF AGREEMENT AREA

