DATE: March 1, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Bryan Brice, Fire Chief

SUBJECT: Regional Emergency Response Operations Agreement

CONTACT: Darwin Base, Fire Department
Darwin.Base@oxnard.org, 385-7708

RECOMMENDATION

1. That City Council approve and authorize the Fire Chief to execute a Regional Emergency Response Operations Agreement (Agreement No. A-7863) for countywide emergency response operations between the City of Oxnard, the cities of Ventura, Fillmore, Santa Paula and Ventura County Fire Protection District; and

2. That City Council authorize the Fire Chief to sign any future amendments to Agreement No. A-7863 that may arise from time to time, provided that they do not increase the cost of Agreement to the City of Oxnard; and

3. That City Council authorize the Fire Chief, or designee, to enter into an Operational Plan, referred to in the Agreement, and to update it annually, as needed, pursuant to the terms of the Agreement.

BACKGROUND

Agreement No. A-7863 will facilitate coordinated responses to emergencies and provide for standardized training for all participating agencies within the county. The Agreement does not expand the Fire Department’s mission; it formalizes the understanding that has been in place among the participating agencies and includes all local fire agencies within Ventura County.
The Agreement also combines terms from several existing agreements and specifies each agency’s participation level.

In the past, special operations were coordinated pursuant to various, separate automatic-aid agreements between these local agencies. This new Agreement will allow agencies within Ventura County to more effectively coordinate the use of specialized equipment by sharing resources and personnel for the following special operations responses: hazardous-materials, urban search and rescue, ocean rescue, light and air, support company, and crash rescue for petroleum fires and aircraft incidents.

Not only does this new Agreement provide for better coordination among all participating agencies, it is also an example of good government in action. It will help reduce redundancy of ownership of costly equipment; provide for centralized, standardized training throughout the county; and ensure more robust responses to emergencies by providing that the closest specialized resources will be sent to each emergency.

An example of the value of having a regional agreement can be seen by examining the recent Mission Incident near Santa Paula. Pursuant to agreements among the participating agencies, their joint efforts and each agency’s provision of its best resources enabled incident managers to implement a coordinated hazardous-materials response using highly and specially trained personnel, thereby greatly lessening the impact of the incident on the citizens of Ventura County. The coordinated response to this incident highlights the value of having an express, regional agreement.

If approved, this Agreement will supersede all previous agreements relating to any of the above responses by the parties and will remain in effect until such time as the Agreement is terminated by a majority vote of the parties or the Oxnard Fire Department withdraws from it.

Finally, the Agreement should strengthen support for the Fire Department’s future grant applications and provide similar support for all parties participating in this regional agreement.

**FINANCIAL IMPACT**

Each Party shall assume and bear its own costs of providing the other parties with the emergency response authorized.

**ATTACHMENTS**

#1 - Agreement No. A-7863
January 2016
Ventura County Fire Services
Regional Emergency Response Operations Agreement

This Agreement is made on January 26, 2016, among the Ventura County Fire Protection District (VCFPD), a special district governed by its Board of Directors, and the City of San Buenaventura (Ventura), the City of Oxnard (Oxnard), the City of Fillmore (Fillmore), and the City of Santa Paula (Santa Paula), which are all municipal corporations within the state of California (each, individually, a “Party” and all, collectively, the “Parties”). Naval Base Ventura County, though not a party to this Agreement, has agreed to participate with the Parties under the provisions of a mutual-aid agreement.

WITNESSETH

Whereas, all Parties maintain equipment and personnel for mitigating emergency operations in areas within their respective jurisdictions through stabilizing the situation; and

Whereas, investigation has disclosed that it would be of mutual benefit to each Party in some circumstances if, mutually, the services of the fire department of one Party were extended extra-territorially to the aid of another Party; and

Whereas, it would be of mutual benefit to all Parties to standardize equipment needed to mitigate emergency operations to avoid unnecessary duplication; and

Whereas, it would be of mutual benefit to all Parties to standardize and coordinate the operations training of the members of each Party in accordance with applicable federal, state, and local laws and regulations; and

Whereas, pursuant to Section 55631 et seq. of the California Government Code, VCFPD, and the cities of Ventura, Oxnard, Fillmore, Santa Paula, along with the Naval Base Ventura County, desire to have the ability to extend to each other an emergency operations response within a specific extra-territorial area of one or more of them; and

Whereas, each Party is willing to provide emergency operations response within the territorial limits of the other Parties when requested; and

Therefore, VCFPD, Ventura, Oxnard, Fillmore, and Santa Paula agree, based on the mutual covenants and promises contained herein, as follows:
1. **DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply:

**Agency Representative** – An officer of any of the Parties who can provide advice to an Incident Commander pertaining to the capabilities of the emergency response personnel.

**Incident Commander** – The Incident Commander will be from within the agency that has jurisdictional authority.


**Special Operations Committee** – The standing committee authorized by this Agreement to provide ongoing advisory oversight of the provisions of this Agreement.

**Special Operations Incident** – An incident involving the release or potential release of one or more hazardous materials that threaten human health and/or the environment beyond the legal capabilities of first responders, or as described in the Operational Plan; a USAR incident involving rescue (extrication), structural stabilization, and initial medical treatment of victims trapped in confined spaces; an ocean water rescue incident involving victim(s) trapped in open waters or surf; an emergency incident involving the need for Light and Air Response; an emergency incident involving the need for Support Company Operations; or an operation requiring the response of a Crash Rescue vehicle to assist with petroleum fires and aircraft incidents.

**Territorial Limits** – The jurisdictional boundaries of the Parties participating in this Agreement.

2. **OPERATIONAL PLAN**

All Parties agree to implement an Operational Plan that provides detailed technical standards and procedures for emergency operations response.
functions and operations of each Party's response unit including, but not limited to, alarm levels for dispatching such units, communications among the fire departments of the various Parties, and common training and equipment. The Fire Chiefs of each Party are authorized to execute the Operational Plan. The Operational Plan is updated annually as needed and agreed to by all Fire Chiefs.

3. **SPECIAL OPERATIONS RESPONSE – AUTOMATIC AID**

The Parties agree to provide automatic aid to each other after receipt of a notification of any Special Operations within the Territorial Limits of any of the Parties to this Agreement as provided herein or as stated in the Operational Plan.

4. **ALARM RESPONSE AND NOTIFICATION**

The Parties agree to respond to an alarm within the Territorial Limits of this Agreement and respond with Special Operations apparatus and personnel as outlined in the Operational Plan. When a Special Operations response request is received by one Party, that Party, if available, will dispatch its unit(s) and notify the other Parties, who shall then dispatch their units, if available, as outlined in the Operational Plan. An alarm is a notification of response to one or more of the Parties to this Agreement.

5. **STATUS OF AVAILABILITY**

All Parties agree to notify each other's Communications Centers as to the status of the availability of Special Operations apparatuses.

6. **COMMUNICATIONS**

The dispatch center of the Party having territorial jurisdiction over the area in which the emergency occurs shall retain incident communications control and coordination responsibilities.

7. **NON-PERFORMANCE**

Each Party agrees to utilize its best efforts to provide equipment and personnel when notified by a Party having first-responder responsibility that such equipment and personnel are necessary. However, it is understood and agreed that no guarantee of Special Operations response is stated or implied by this Agreement.
Each Party shall assist the others hereunder within the limits of such Party’s initial action capabilities. Assistance rendered hereunder will be dependent at any particular time on the status of a Party’s resources and any emergency conditions existing within the Party’s own jurisdiction. If a Party is unable to provide support services because it is already assisting at another incident (regardless of the location of such incident), such Party shall not be required to respond under the terms of this Agreement until it has resources available to do so.

8. INCIDENT COMMANDER AT MULTI-UNIT INCIDENTS

A. The fire department of the Party that has territorial jurisdiction over the incident shall designate an Incident Commander (IC) to direct all mitigation and containment activities.

B. An assisting Party having first-responder responsibility shall assume command over the incident, if the assisting Party arrives before the first responder with territorial jurisdiction. When the jurisdictional department arrives, the assisting Party shall promptly complete a transfer of command to the jurisdictional department.

C. If the incident is under command of an authority other than one or more of the Parties to this Agreement, an Agency Representative will be selected from among the officers of one of the Parties at the incident to coordinate activities under this Agreement.

9. INCIDENT REPORTS

Each Party shall be responsible for the transfer of information needed so that the Party having jurisdiction can complete the necessary fire department incident report(s) and the California Hazardous Materials Incident Response System (CHMIRS) report. Such information shall be transferred on the date of the incident. If the incident is completed after normal business hours, the CHMIRS information shall be transferred on the following business day.

10. TRAINING LEVELS AND STAFFING

It shall be the responsibility of the fire departments of the Parties to ensure that members of their respective departments demonstrate and maintain competency.
11. **RESPONSIBILITIES OF EACH PARTY – COSTS**

A. Each Party shall assume and bear its own costs of providing the other Parties with the emergency response authorized hereunder, it being understood that the mutual covenants of the respective Parties constitute the sole consideration for services performed hereunder.

B. The costs assumed and to be borne by each Party are comprised of all costs to the Party arising out of its performance and administration of this Agreement, including but not limited to:

   i. Salaries and benefits of personnel.
   ii. Vehicle equipment expense: all depreciation, maintenance, repairs, replacement, fuel, lubrication, and insurance coverage.
   iii. General liability and Workers' Compensation insurance or self-insurance coverage.
   iv. Baseline medical monitoring of personnel.

C. Utility charges incurred and assessed within a Party's area of jurisdiction will be the responsibility of that Party.

D. Each Party will attempt to recover direct and indirect costs from potential responsible persons in such Party's jurisdiction for responding to incidents in accordance with applicable laws, or as described in the Operational Plan.

E. This Section 11 shall not apply to fires or other emergency incidents caused by the negligence or willful misconduct of any other Party, its agents, contractors, or employees. For any such incidents, each responding Party shall be entitled to seek full recovery of its costs from the responsible Party as otherwise provided by applicable law.

12. **INSURANCE**

A. Each Party shall provide and maintain insurance or self-insurance covering liability risks created by the performance of mutual-aid-assistance services pursuant to this Agreement.

B. Each Party shall provide and maintain for the benefit of its employees Workers' Compensation insurance or Workers' Compensation self-insurance as required by the laws of the state of California.
13. **ADMINISTRATION AND INTERPRETATION OF AGREEMENT**

A. The Fire Chiefs of each Party, or their designees, shall implement this Agreement and ensure that its requirements are properly carried out. The Fire Chiefs by mutual agreement may modify any term or portion of this Agreement or the Operational Plan, provided such modification would not be in violation of existing federal, state, or local laws and regulations. All modifications shall be in writing and incorporated into the Agreement as an attachment or addendum.

B. For the purpose of determining continued participation, the provisions of this Agreement and the Parties' experience hereunder shall be evaluated annually by the Fire Chiefs of the Parties. Such review shall occur prior to April 1 of each calendar year to allow each Party to meet any fiscal year planning needs that may arise under this Agreement.

C. A Special Operations Committee having members from each of the Parties shall be established to advise the Fire Chiefs concerning matters related to the provision of the terms of this Agreement in mitigating and containing emergencies. This advisory role shall include, but not be limited to, the adoption of technical criteria and procedures for the operation of Special Operations units, training of personnel, and maintenance of equipment. Each member of the committee shall be, at all times, an officer or employee of the Party represented. The committee shall meet on a quarterly basis, at a minimum, and more frequently if necessary.

D. This Agreement shall not be interpreted to relieve any Party from any necessity or obligation of furnishing adequate fire, rescue, or jurisdictional specific hazardous-materials services within any part of its jurisdictional limits.

E. By entering this Agreement, each Party represents to the others that it has sufficient equipment and apparatus to perform its covenants hereunder.

14. **WAIVER OF CLAIMS**

Except as provided in Sections 11 and 15, the Parties to this Agreement waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of automatic-aid
assistance under this Agreement. Further, it is understood and agreed that no Party to this Agreement shall be liable to third persons for the acts of another Party's agents, employees, and servants in the course of rendering automatic-aid assistance as described in Section 3.

15. **INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT**

Each Party to this Agreement agrees to indemnify, hold harmless, and defend every other Party, including the officers, agents and members of each other’s fire department, from all liability, damages, including personal injury, death at any time, or property damage, costs and financial loss, including all costs and expense of litigation, for the sole wrongful or negligent acts or omissions of the indemnifying Party’s officers, agents, or fire department members in the performance of any services described in this Agreement that allegedly caused such liability, damage, costs, and financial loss to any third party. If the injury, death, or loss that forms the basis of any claim, suit, or judgment by a third party is determined to have been caused by the combined negligent or willful acts or omissions of more than one Party in the performance of any services described in this Agreement, then each such Party agrees to bear its respective share of the payment of any award or judgment in favor of such third party, but each Party shall bear its own costs of defense, including attorney’s fees.

16. **TERM**

This Agreement shall become effective on the date when the last Party signs, and shall remain in full force and effect unless and until it is modified or terminated in writing, in accordance with the terms of this Agreement. This Agreement may be modified or terminated at any time by written agreement by a majority of the Parties to the Agreement, effective ninety (90) days after notice to all Parties. Modifications agreed to by the majority will be placed in a written amendment to the Agreement that shall be circulated to all Parties.

17. **WITHDRAWAL OF A PARTY**

Any Party may withdraw from this Agreement prior to the termination of this Agreement upon giving ninety (90) calendar days’ prior written notice to the other Parties. The withdrawing Party’s rights and duties shall terminate as of the date of withdrawal.

Any notice required hereunder shall be perfected if it is served, personally or by certified mail, upon the Fire Chief of the Party to be served. Any notice by mail
shall be deemed given upon deposit in the United States mail, certified, return-receipt requested.

18. **PRIOR AGREEMENTS**

This Agreement supersedes portions of any other automatic-aid agreements with respect to any Special Operations Incident.

This Agreement has been approved by the following entities:

(SIGNATURES ON NEXT PAGE.)
Ventura County Fire Services
Regional Emergency Response Operations Agreement A-7863
(VCFPD, Ventura, Oxnard, Fillmore, Santa Paula & Naval Base)
Reference Date: January 26, 2016

Mark Lorenzen, Fire Chief
Ventura County Fire Protection District

________________________________________
Date

David Endaya, Fire Chief
City of San Buenaventura

________________________________________
Date

Bryan Brice, Fire Chief
City of Oxnard

________________________________________
Date

Bill Herrera, Interim Fire Chief
City of Fillmore

________________________________________
Date

Richard C. Araiza, Fire Chief
City of Santa Paula

________________________________________
Date

Naval Base Ventura County:
The federal naval base will participate under the provisions of an existing mutual-aid agreement with the Fire District dated February 19, 1993.