



# Special Meeting Agenda

## June 23, 2020

### Placentia City Council

## SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus.

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council.

Given the health risks associated with COVID-19, please be advised that the City Council Chambers are closed to the public and some, or all, of the Placentia City Council Members may attend this meeting telephonically.

### **How to Observe the Meeting**

To maximize public safety while maintaining transparency and public access, all City Council meetings are available to view live on AT&T Universe (Channel 99), Spectrum (Channel 3), and online at [www.placentia.org/pctv](http://www.placentia.org/pctv).

### **How to Submit Public Comment**

Members of the public may provide public comment by sending comments for City Council consideration by email to the City Clerk at [cityclerk@placentia.org](mailto:cityclerk@placentia.org). Please limit to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, will be read into the public record, subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's office for assistance at (714) 993-8231.

### **Americans with Disabilities Act Accommodation**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at [cityclerk@placentia.org](mailto:cityclerk@placentia.org) or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

Until further notice the City will implement the guidelines of the California Department of Public Health in regards to social distancing.

The city of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.

The City will return to normal City Council meeting procedures as soon as the emergency has ended.



## Special Meeting Agenda June 23, 2020 Placentia City Council

Ward L. Smith  
Mayor

Jeremy B. Yamaguchi  
Mayor Pro Tem

Craig S. Green  
Councilmember

Rhonda Shader  
Councilmember

Chad P. Wanke  
Councilmember

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
City Administrator

Christian L. Bettenhausen  
City Attorney

**City of Placentia**  
**401 E. Chapman Avenue**  
**Placentia, CA 92870**

**Phone: (714) 993-8117**

**Fax: (714) 961-0283**

**Email:**

**administration@placentia.org**

**Website: www.placentia.org**

### *Mission Statement*

*The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.*

### *Vision Statement*

*The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.*

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://www.placentia.org), and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

### **Procedures for Addressing the Council/Board Members**

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

### **Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility.  
(28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL  
SPECIAL MEETING AGENDA - CLOSED SESSION  
June 23, 2020  
9:00 a.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**ROLL CALL:** Councilmember/Board Member Green  
Councilmember/Board Member Shader  
Councilmember/Board Member Wanke  
Mayor Pro Tem/Board Vice Chair Yamaguchi  
Mayor/Board Chair Smith

**ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)**

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (1 Case)

**PLACENTIA CITY COUNCIL  
SPECIAL MEETING AGENDA  
June 23, 2020  
9:30 a.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**PRIOR TO ROLL CALL:**

**ROLL CALL:** Councilmember/Board Member Green  
Councilmember/Board Member Shader  
Councilmember/Board Member Wanke  
Mayor Pro Tem/Board Vice Chair Yamaguchi  
Mayor/Board Chair Smith

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**PRESENTATION:** None

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)**

At this time the public may address the City Council concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

**1. CONSENT CALENDAR (Item 1.a.):**

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve

**2. PUBLIC HEARING:** None

### 3. REGULAR AGENDA:

#### 3.a. **Out-Of-Area Service Agreement for Provision of Fire Protection and Emergency Medical Services to County Unincorporated Area Within the City of Placentia**

Fiscal Impact: The City of Placentia will initially cover the cost for fire protection and EMS service delivery within the County unincorporated area ("Hamer Island"). As part of a future annexation process for Hamer Island the City and County of Orange will negotiate a transfer of all applicable property taxes associated with Hamer Island to the City effective upon the finalization of the annexation. Upon annexation, it is estimated that approximately \$125,000 would be provided to the City annually for the provision of fire protection and EMS services.

Recommended Action: It is recommended that the City Council:

- 1) Approve an Out-of-Area Service Agreement for the Provision of Fire Protection and Emergency Medical Services with the County of Orange; and
- 2) Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

#### [PRESENTATION](#)

### **CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

### **ADJOURNMENT:**

The City Council will adjourn to Tuesday, July 7, 2020 at 5:30 p.m.

### **CERTIFICATION OF POSTING**

I, Rosanna Ramirez, Acting Deputy City Administrator/Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the June 23, 2020 Special Meeting of the City Council was posted on June 22, 2020.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: JUNE 23, 2020

SUBJECT: **OUT-OF-AREA SERVICE AGREEMENT FOR PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO COUNTY UNINCORPORATED AREA WITHIN THE CITY OF PLACENTIA**

### FISCAL

**IMPACT:** The City of Placentia will initially cover the cost for fire protection and EMS service delivery within the County unincorporated area ("Hamer Island"). As part of a future annexation process for Hamer Island the City and County of Orange will negotiate a transfer of all applicable property taxes associated with Hamer Island to the City effective upon the finalization of the annexation. Upon annexation, it is estimated that approximately \$125,000 would be provided to the City annually for the provision of fire protection and EMS services.

### SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department and award a contract for 911/Advanced Life Support Emergency Medical Services ("EMS") to Lynch EMS. In addition, the City Council directed the City Administrator to take the necessary steps to stand up the new fire department and implement a new EMS program, to take effect July 1, 2020. Part of this effort includes negotiating automatic aid agreements with neighboring jurisdictions which is customary among fire departments. Since October 2019, the City has attempted to work with the Orange County Fire Authority ("OCFA") to negotiate an automatic aid agreement that would be between the City and OCFA for the provision of Fire and EMS services to the jurisdictions of Yorba Linda, Placentia and the County unincorporated island within Placentia known as Hamer Island. Automatic aid agreements are the standard type of agreement used throughout Orange County by and between fire departments or municipalities. The purpose behind automatic aid agreements using computer-aided dispatch to computer-aided dispatch automatic vehicle locator system ("CAD to CAD with AVL") is to implement the modern fire service concept of "calls without borders", wherein the closest available unit responds with the fastest available response time, regardless of which jurisdiction the fire department is serving. This always ensures the fastest available response time to residences and businesses regardless of jurisdictional borders.

Because Hamer Island has traditionally been served by the OCFA and was originally slated to be served by OCFA post the July 1 transition date, both the City and the County of Orange ("the County") have attempted to work with OCFA to ensure that at a minimum, automatic aid could be provided to the residents of Hamer Island. The purpose of this request by both the City and the County to OCFA was to ensure that the residents located within Hamer Island continue to receive

**3.a.**  
**June 23, 2020**

rapid emergency response times to their neighborhood from Placentia Fire Station No. 2 which is located less than 2-minutes (1/4 mile) from Hamer Island versus being served by OCFA Station No. 10 located in Yorba Linda, which is a minimum of 6-8 minutes (2 1/4 miles) away. OCFA has indicated that they are only willing to do a mutual aid agreement and have included several bad faith provisions designed to make the negotiation process difficult. Based upon the aforementioned information, response times would be increased to Hamer Island as a result of OCFA's position on denial of automatic aid. Therefore, the County has determined that Placentia could serve the residents of Hamer Island more efficiently.

Since the July 1<sup>st</sup> transition is one week away, the County and City have negotiated an Out-of-Area Service Agreement to allow the City to provide direct fire protection and EMS services to Hamer Island on behalf of the County. This agreement will ensure that Hamer Island residents receive rapid and effective fire protection and EMS services as opposed to continuing to receive service from OCFA whom would have to send units from Station No. 10, or if unavailable, Station No. 32, which is 5 miles and approximately 8-10 minutes away. Considering that seconds matter in public safety emergencies, the County and the City have agreed that it would be more prudent for the City to provide these critical public safety services to ensure the life safety of Hamer Island residents is not compromised or unnecessarily delayed.

#### **RECOMMENDATION:**

It is recommended that the City Council take the following actions:

1. Approve an Out-of-Area Service Agreement for the Provision of Fire Protection and Emergency Medical Services with the County of Orange; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

#### **DISCUSSION:**

On June 4, 2019, the City Council voted to accept the recommendation of a panel of subject matter experts to create the Placentia Fire and Life Safety Department and award a contract for 911/Advanced Life Support paramedic services to Lynch EMS. In the ensuing 12 months, the City has hired, trained and fully equipped a modern fire department, implemented a new EMS program with Lynch EMS, and hired, trained and equipped a public safety communications center. Concurrent with this process, the City has been actively discussing with its neighbors proposed automatic aid agreements. Automatic aid agreements are the standard type of agreement used throughout Orange County by and between fire departments or municipalities. The purpose behind automatic aid agreements using computer-aided dispatch to computer-aided dispatch automatic vehicle locator system ("CAD to CAD with AVL") is to implement the modern fire service concept of "calls without borders", wherein the closest available unit responds with the fastest available response time, regardless of which jurisdiction the fire department is serving. This always ensures the fastest available response time to residences and businesses regardless of jurisdictional borders and is the standard throughout the Orange County fire industry. On June 16, 2020, the Fullerton City Council agreed to enter into an automatic aid agreement for the provision of fire and EMS services with the City of Placentia.

Concurrently, the City has attempted to negotiate an automatic aid agreement between the City and OCFA for the provision of Fire and EMS services to the jurisdictions of Yorba Linda, Placentia and the County unincorporated island within Placentia known as Hamer Island. Because Hamer Island has traditionally been served by the OCFA and was originally slated to be served by OCFA post the July 1 transition date, both the City and the County of Orange ("the County") have attempted to work with OCFA to ensure that at a minimum, automatic aid could be provided to the residents of Hamer Island.

The purpose of this request by both the City and the County to OCFA was to ensure that the residents located within Hamer Island continue to receive rapid emergency response times to their neighborhood from Placentia Fire Station No. 2 which is located less than 2-minutes (1/4 mile) from Hamer Island versus being served by OCFA Station No. 10 located in Yorba Linda, which is a minimum of 6-8 minutes (2 1/4 miles) away. Seconds count in fire and EMS emergencies. As an example, brain damage can occur in cardiac arrest patients within 4 minutes from the onset of the arrest, therefore to increase response times to 6-8 minutes would be potentially jeopardizing the life and safety of the residents of Hamer Island. Despite this, the City's efforts to enter into automatic aid agreement with OCFA has so far been unsuccessful.

On October 11, 2019, the City's Senior Executive Fire Advisor met for the first time with OCFA's Fire Chief and the Chiefs of Brea, Fullerton and Anaheim. At that meeting, it was clearly articulated by OCFA's Chief that the OCFA was unwilling to negotiate an automatic aid agreement with Placentia. Since that time, the City's new Fire Chief has continued to attempt to negotiate an automatic aid agreement; however OCFA has indicated that they are only willing to do a mutual aid agreement and have included several bad faith provisions designed to make the negotiation process difficult, if at all achievable. Since the OCFA maintains the jurisdictional authority to service the County Island, and it so far has refused to negotiate in good faith an automatic aid agreement with Placentia, it will be forced to send its own units from further away to respond to emergencies in Hamer Island, thus significantly delaying emergency response. Based upon the aforementioned information, response times would be increased to Hamer Island as a result of OCFA's position on automatic aid. Therefore, the County has determined that Placentia could serve the residents of Hamer Island more efficiently.

Since the July 1<sup>st</sup> transition is one week away and there is an urgency to provide these services with no impact in response time, the County and City have negotiated an Out-of-Area Service Agreement (the "Agreement") to allow the City to provide direct fire protection and EMS services to Hamer Island on behalf of the County. This Agreement will ensure that Hamer Island residents receive rapid and effective fire protection and EMS services as opposed to continuing to receive service from OCFA whom would have to send units from Station No. 10, or if unavailable, Station No. 32, which is 5 miles and approximately 8-10 minutes away. Considering that seconds matter in public safety emergencies, the County and the City have agreed that it would be more prudent for the City to provide these critical public safety services to ensure the life safety of Hamer Island residents is not compromised or unnecessarily delayed. As such, the proposed Agreement (Attachment 1) will allow the City to provide these critical public safety services direct to the residents of Hamer Island on behalf of the County of Orange. Given the significant public safety implications, and because the City will not hold another regularly scheduled City Council meeting to consider this Agreement until July 7<sup>th</sup>, which is after the fire department transition has been

completed, this proposed Agreement is presented to the City Council for its consideration as an urgency item.

The City and City Attorney's Office have determined that given the urgent need to ensure that public safety is not impacted post July 1<sup>st</sup> to Hamer Island residents and to ensure they continue to receive rapid and effective emergency response times, the proposed Agreement as presented to the City Council for consideration as an urgency item, is warranted. The Orange County Board of Supervisors is scheduled to consider this Agreement at their next regularly scheduled meeting of June 23, 2020.

**FISCAL IMPACT:**

The City of Placentia will cover the cost to provide fire protection and EMS to Hamer Island in the interim while the City and County negotiate the transfer of property taxes associated with the completion of the annexation of Hamer Island. Upon annexation, it is estimated that approximately \$125,000 would be provided to the City annually for the provision of fire protection and EMS services.

Prepared by:



\_\_\_\_\_  
Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:



\_\_\_\_\_  
J. Pono Van Gieson  
Fire Chief

Reviewed and approved:



\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Out-of-Area Service Agreement

## OUT-OF-AREA SERVICE AGREEMENT

### FOR PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

#### TO UNINCORPORATED AREA WITHIN THE CITY OF PLACENTIA

THIS OUT-OF-AREA SERVICE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Placentia, a charter city (“City”) and the County of Orange, a political subdivision of the State of California (“County”). The City and County may each be referred to individually as a “Party” or collectively as the “Parties.”

#### RECITALS

- A. The City previously contracted with the Orange County Fire Authority (“OCFA”), a joint powers authority governed by an Amended Orange County Fire Authority Joint Powers Agreement (the “JPA Agreement”), to provide fire suppression, protection, and prevention and emergency medical services, as well as those incidental services related to each (collectively “Fire & EMS Services”) since 1995.
- B. On June 19, 2018, the City served OCFA with a “Notice of Withdrawal from Agreement and Automatic Term Renewal,” to terminate its membership in OCFA effective June 30, 2020.
- C. On June 5, 2019, the City Council awarded a professional services agreement to Lynch EMS, Inc., for the provision of emergency medical services in the City beginning July 1, 2020. The City Council further directed staff to take the necessary actions to staff, equip, and fully implement the Placentia Fire and Life Safety Department to officially take command starting July 1, 2020.
- D. An unincorporated area of the County, known as the “Hamer Island,” is located entirely within the City’s geographic boundaries and sphere of influence, and is comprised of approximately 75.9 acres of inhabited property depicted in Exhibit A hereto. The Hamer Island currently receives Fire & EMS Services from OCFA pursuant to the JPA Agreement.
- E. Placentia Fire Station No. 2 is located approximately ¼ of a mile from Hamer Island. OCFA Station No. 10 is located approximately 2 ¼ miles away from Hamer Island.
- F. City and County have separately requested OCFA to enter into an automatic aid agreement with the City, which is the standard utilized by all Orange County fire departments, to ensure that the residents of the Hamer Island will still have the opportunity to receive the shortest response times if calls for service are dispatched from Placentia Fire Station No. 2. However, OCFA declined those requests.
- G. The County and City deem that it is in the best public safety interest of the residents of Hamer Island to receive Fire and EMS Services from the closest available station, to ensure there is no increase in response times.

- H. The County has encouraged the City to seek the annexation of Hamer Island into the City. As a preliminary step in that process, the County has also encouraged the City to apply to the Orange County Local Agency Formation Commission (“LAFCO”) for approval of the City’s extension of Fire & EMS Services to the Hamer Island, in order to ensure that the shorter response times from Fire Station 2 continue to be available to the residents of the Hamer Island.
- I. California Government Code Section 56133 authorizes the City to provide new or extended services by contract or agreement outside its jurisdictional boundaries if the City requests and receives approval from LAFCO, and LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundaries, but within its sphere of influence, in anticipation of a later change of organization. Pursuant to California Government Code section 56133(a), an out-of-area service agreement must be approved by LAFCO. Subsection 56133(b) authorizes LAFCO to, at its discretion, approve an out-of-area service agreement for unincorporated territory within the City’s sphere of influence if the agreement is “in anticipation of a later change of organization.” To comply with section 56133(b), Orange County LAFCO’s “Policy & Procedures for the Review and/or Processing of Out-Of-Area Agreements by the Executive Officer (Gov’t Code §56133),” require that such out-of-area agreements “be considered in connection with future applications for related changes of organization” (*OCLAFCO Bylaws, Policies and Procedures*, pp. 201-203). This Agreement is not effective until approved by LAFCO.
- J. The parties have determined that this is not a “fire protection contract” within the meaning of Government Code Section 56134.
- K. Based upon the goals of the County and LAFCO to promote island annexations, the City intends to apply to LAFCO for annexation of Hamer Island into the City within 12 months. LAFCO may revoke its approval of this Agreement if, unless caused by LAFCO or the County, the City fails to comply with this deadline or LAFCO deems the City’s application for annexation of the Hamer Island is abandoned.
- L. Annexation of the Hamer Island would require LAFCO approval, and would result in the transfer of all municipal services currently provided by the County to the City. Because the Hamer Island qualifies for the streamlined change of organization provisions of California Government Code Section 56375.3(a), LAFCO cannot deny a proper application for annexation submitted by the City, and protest proceedings would be waived.
- M. The County supports the annexation of the Hamer Island by the City of Placentia, and in anticipation of the City providing Fire & EMS Services to the Hamer Island will pay the City’s costs of providing Fire & EMS Services to the Hamer Island.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises herein contained, it is hereby agreed by and between the City and County as follows:

## AGREEMENT

### 1. Recitals

The foregoing Recitals are true and correct and are expressly made part of this Agreement by this reference.

### 2. Fire & EMS Services in the Hamer Island

- 2.1. City Provision of Services. The City shall provide Fire & EMS Services to the unincorporated area of the County known as the "Hamer Island," and depicted in Exhibit A hereto as if it were within the City's corporate boundaries.
- 2.2. Term of Service. The City shall provide Fire & EMS Services to the Hamer Island from the Effective Date of this Agreement until such time as the City annexes the Hamer Island, at which time this Agreement shall self-terminate through the annexation process.
- 2.3. Level of Service. The City shall maintain the same or better level of Fire & EMS Services to the Hamer Island as it maintains within the City in accordance with all applicable federal, State, and local laws and regulations.

### 3. Compensation for Services

- 3.1. The City shall bear all costs of providing Fire & EMS Services to the Hamer Island except as provided in Section 3.2.
- 3.2. As part of the annexation process, both parties will negotiate a transfer of property taxes associated with the Hamer Island to the City effective upon the finalization of the annexation.

### 4. Indemnification

- 4.1. Definition. As used in this Section 4, "Proceeding" means any threatened, pending, or completed claim, cause of action, civil liability, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, investigative, or any other type whatsoever, whether formal or informal, including a proceeding initiated by the County to enforce the County's rights hereunder.
- 4.2. Indemnification of County by City. The City shall indemnify, defend, and hold the County, its officers, employees, agents, and those entities for which the County's Board of Supervisors acts as governing body ("County Indemnitees") harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or related to:

- 4.2.1. Any Proceedings arising from Fire & EMS Services provided to the Hamer Island by the City.

- 4.2.2. Upon assumption by the City of the delivery of Fire and EMS Services to Hamer Island pursuant to this Agreement, any and all claims, lawsuits, or causes of action alleging that the City has failed to provide Fire & EMS Services to the Hamer Island in accordance with all applicable legal and regulatory requirements and standards of care.
    - 4.2.3. Any breach of the representations or warranties made in Section 6 of this Agreement.
  - 4.3. Indemnification of the City by the County. The County shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from and against all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any breach of the representations or warranties made in Section 6 of this Agreement.
- 5. City Personnel
  - 5.1. It is understood and agreed that City employees are independent of the County. City's assigned personnel shall not be entitled to any benefits payable to employees of the County. The County is not required to make any deductions or withholdings from the compensation payable to City personnel under the provisions of this agreement, City hereby indemnifies and holds the County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
  - 5.2. If, in the performance of this agreement, any third persons are employed by City, such person shall be entirely and exclusively under the direction, supervision, and control of City. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by City, and the County shall have no right or authority over such persons or the terms of such employment.
  - 5.3. It is further understood and agreed that as an independent contractor and not an employee of the County, neither the City nor City's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as agent, nor to bind the County to any obligation whatsoever. City's assigned personnel shall not be covered by worker's compensation; nor shall City's assigned personnel providing services under this Agreement be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

6. Representations and Warranties

The City represents and warrants that it has adequate financial, personnel, and physical resources to provide Fire & EMS Services to the Hamer Island in a manner at least consistent with its provision of Fire & EMS Services within the City's corporate boundaries. County represents that it will approve development or issue discretionary permits within the Hamer

Island after the Effective Date only as such approvals are consistent with the terms and conditions of this Agreement.

7. Term and Termination

7.1. This Agreement shall remain in effect until it has been terminated, or until the City has annexed the entirety of the unincorporated area of the County located within the City known as the "Hamer Island."

7.2. This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon 90 days prior written notice to the other party.

8. Injunctive Relief

The Parties agree that the City's provision of Fire & EMS Services pursuant to this Agreement is unique and affects the health and safety of the public in and around the Hamer Island, and that no adequate remedy exists at law if the City fails to perform, or breaches, its obligations under this Agreement, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to the County. Therefore, in addition to all other rights and remedies available at law or equity, the County shall be entitled to injunctive relief, including specific performance, to prevent or restrain any breach of this Agreement.

9. Subcontracts/Assignment

9.1. City shall obtain prior written approval from County before subcontracting any of the services delivered under this Agreement. However, the County acknowledges the City is contracting for provision of EMS services in the City using a private company that specializes in the provision of those services. County consents to the contract between Lynch EMS, Inc. and the City, and the use of Lynch EMS Inc. for the provision of EMS services in Hamer Island. City remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. City shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

9.2. This Agreement is not assignable by City in whole or in part, without the prior written consent of County.

10. Miscellaneous Provisions

10.1. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the obligations of the City and County described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

- 10.2. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of each of the Parties and all successors or assigns of the Parties.
- 10.3. Waiver. Failure of any Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained in this Agreement, nor will it constitute a precedent for interpretation of this Agreement.
- 10.4. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10.6. Authority to Execute Agreement. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.
- 10.7. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

## 11. Notice

Any notice or other communication required or permitted hereunder shall be in writing, and shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed envelope addressed to the Party to whom it is intended, and deposited in the U.S. Mail with adequate postage; (ii) delivered to the office of the intended Party; (iii) sent by telefacsimile or other telegraphic communication in the manner provided in this Section with confirmation by U.S. Mail sent no later than the following day; or (iv) sent through other commercially reasonable means, such as overnight delivery by a reputable courier company. The addresses of the respective Parties for all notices shall be:

City: City of Placentia  
Attn.: City Administrator  
401 E. Chapman Ave.,  
Placentia, CA 92870  
Telefacsimile (714) 961-0283

County: County Executive Officer  
Attn.: Frank Kim  
333 W. Santa Ana Blvd.

Santa Ana, CA 92701  
Telefacsimile (714) XXX-XXXX

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

ATTEST:

**CITY OF PLACENTIA:**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

**COUNTY OF ORANGE:**

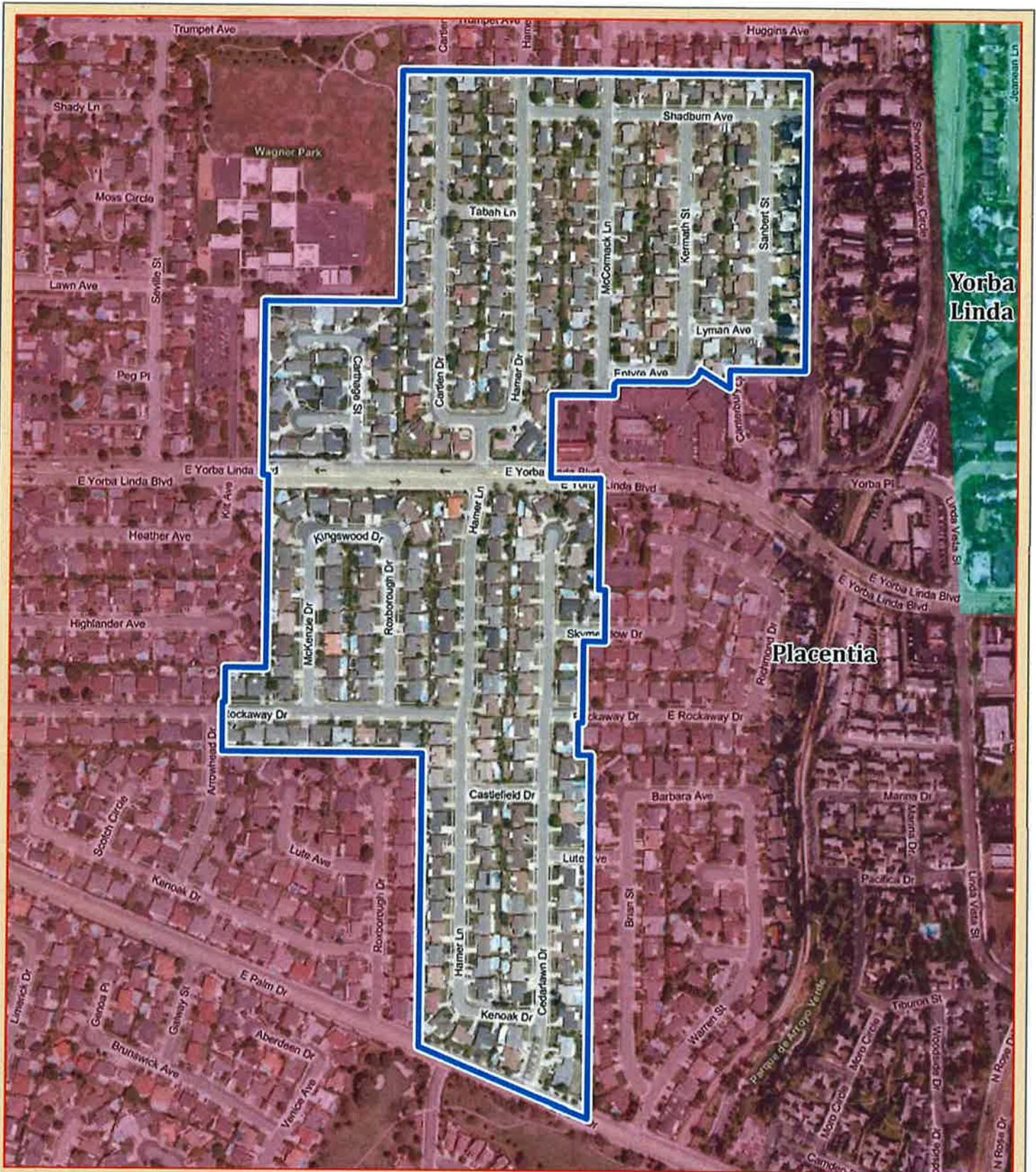
By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
County Executive Officer

**Certification**

Based upon the recitals and the terms of this Agreement, the Orange County Local Agency Formation Commission authorizes the City of Placentia to provide Fire and EMS Services to the unincorporated County area referred to as the "Hamer Island" and shown in Exhibit A.

By: \_\_\_\_\_  
LAFCO Executive Officer



### City of Placentia Hamer Island

 Hamer Island





[RETURN TO AGENDA](#)

# City of Placentia Orange County Automatic Aid 2017 – 2019

## Proposed Out-of-Service-Area Agreement





# Key Terminology

**Automatic Aid** = Provides for fire and rescue personnel and equipment to respond into each agency's jurisdiction automatically. These responses occur on a routine basis. The areas and apparatus involved are specified in local agreements. Most agreements are mutually beneficial, utilizing the closest available resources.\*

**Mutual Aid** = An agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and combat any type of disaster or emergency. Local needs not met by the *California Fire Service and Rescue Emergency Mutual Aid Plan* should be resolved through the development of **Local Automatic** or **Mutual Aid Agreements**.\*

**CAD2CAD** = Computer based information sharing interface between dispatch agencies; independent of automatic or mutual aid agreements.

\*Definitions from Orange County Fire Services Operational Area Plan Annex Glossary of Terms





# OCFA Workload Statistics July 2017 – June 2018

- Only 3,318 calls for service within the City of Placentia
  - 9.1 total calls daily; 7.1 EMS calls
  - Only 0.8% (26 calls) were for structure fires
  - Only 8 fires had a loss that exceeded \$20,000
  - 90% of calls were handled with 1 engine





# Placentia Fire & Life Safety EMS Service Model

- Service model used in **56 out of 58 counties in California** and throughout the rest of the country
- Will far exceed NFPA 1710 requirement of an 8 minute time response 90% of the time
- Utilizing a rapid response deployment model targets known high call volume areas and will reduce response times
- Existing ALS/EMS infrastructure on City's border allows for surge capacity and constant coverage
- Paramedics trained to national standards, in addition to ventilatory medicine and interfacility transport certification





# Placentia Fire & Life Safety EMS Service Model

- Lynch Paramedic Units will handle EMS calls within Placentia, reducing automatic aid requests from neighboring agencies
- Lynch will provide 2 dedicated ALS units, each staffed with 2 licensed paramedics
- Emergency Ambulance will provide hospital transportation with 2 EMTs
- Using GIS heat mapping, Lynch units will be positioned to ensure effective coverage to reduce response times considerably
- Opticom technology has been deployed in the City to further reduce response times
- Fire suppression units (BLS) will not go to the hospital after clearing a call, resulting in more availability within the City and to neighboring partners for auto/mutual aid requests





# Placentia Emergency Communications Center

- New Communications Manager position created; new manager comes with 15 years experience in Fire, EMS, and Police dispatch with the Ontario Communications Center
- Created five new positions under new manager, including Supervisor and four new lead roles
- In 2019, Placentia ECC handled 40,000 calls for police service, and transferred 4,000 calls for fire or EMS service to OCFA
- Staffing has increased by 33%, while calls processed for fire or EMS will increase workload by only 10%
- Needs assessment completed: new touchscreen equipment acquired
- Mark 43 CAD system integration with Fire and EMS modules complete





# Placentia Emergency Communications Center Continued

- Testing and training on new software and equipment is in progress and will continue through July 1, 2020 on an ongoing basis
- Fire and EMS training for dispatchers
  - Medical Priority Dispatch System (MPDS) and Fire Priority Dispatch System (FPDS) software
  - Emergency Medical Dispatcher Certification
  - CPR Training
- Placentia ECC working towards accreditation with the International Association of Emergency Dispatchers (IAED)
  - Only 15 California Communications Center have achieved accreditation
- Dispatchers will cross train with personnel from Metro Cities Fire Authority





# Concerns Regarding Automatic Aid Disparity

- **August 24, 2016:** OCFA presents pilot program report data, showing significant auto-aid imbalances in both number of incidents and time spent on auto-aid calls
  - Anaheim responds into OCFA **262** times, OCFA responds into Anaheim **103** times  
**(72% vs 28% of auto aid)**
  - Anaheim spent **108** hours of paramedic follow-up (wall time) vs. **43** hours of OCFA wall time
- **May 15, 2018:** Metro Cities letter to Chief Fennessy, seeking corrective action regarding long term auto/mutual aid disparity
- **November 16, 2018:** Metro Cities letter to Chief Fennessy, detailing unilateral actions taken due to lack of OCFA engagement regarding aid disparity issue





# Automatic Aid Improvement

- Fire suppression apparatus will respond to an average of 46% less calls annually by only responding to high acuity EMS calls (stroke, cardiac arrest, etc.)
- Fire engine rarely assisting with transport to hospital, will eliminate “wall time”
- An additional fire patrol unit staffed by paid career firefighters will respond on low acuity non-EMS calls when available
- This leaves the on-duty fire apparatus more available for fire related auto/mutual aid calls
- The new Fire Department will be able to focus on fire-related needs and implement community risk reduction programs





# EMS Deployment Model Comparison

## OCFA

Model relies heavily on mutual aid

Suppression units spend time out of service due to “wall time” at hospital

## PFLS

Model designed to keep apparatus in jurisdiction, using less mutual aid

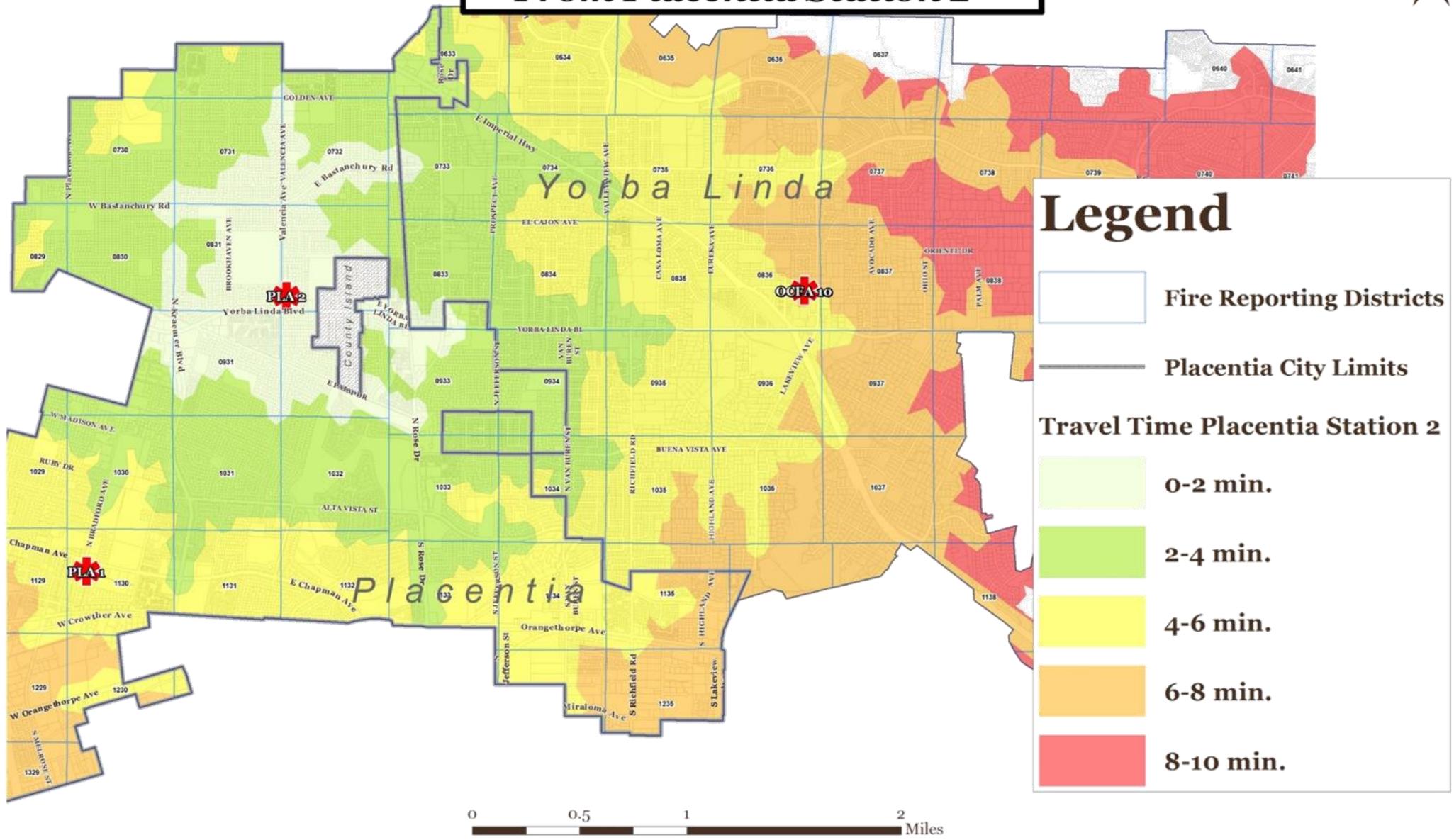
Suppression units spend no “wall time”, as EMS calls are handled by contract ALS provider

80% of calls for service in Placentia are EMS, handled by Lynch Paramedic Units, eliminating wall time for PFLS suppression staff and apparatus

Unlike OCFA, PFLS will have auto/mutual aid agreements not just with neighboring jurisdictions, but also with contract paramedics



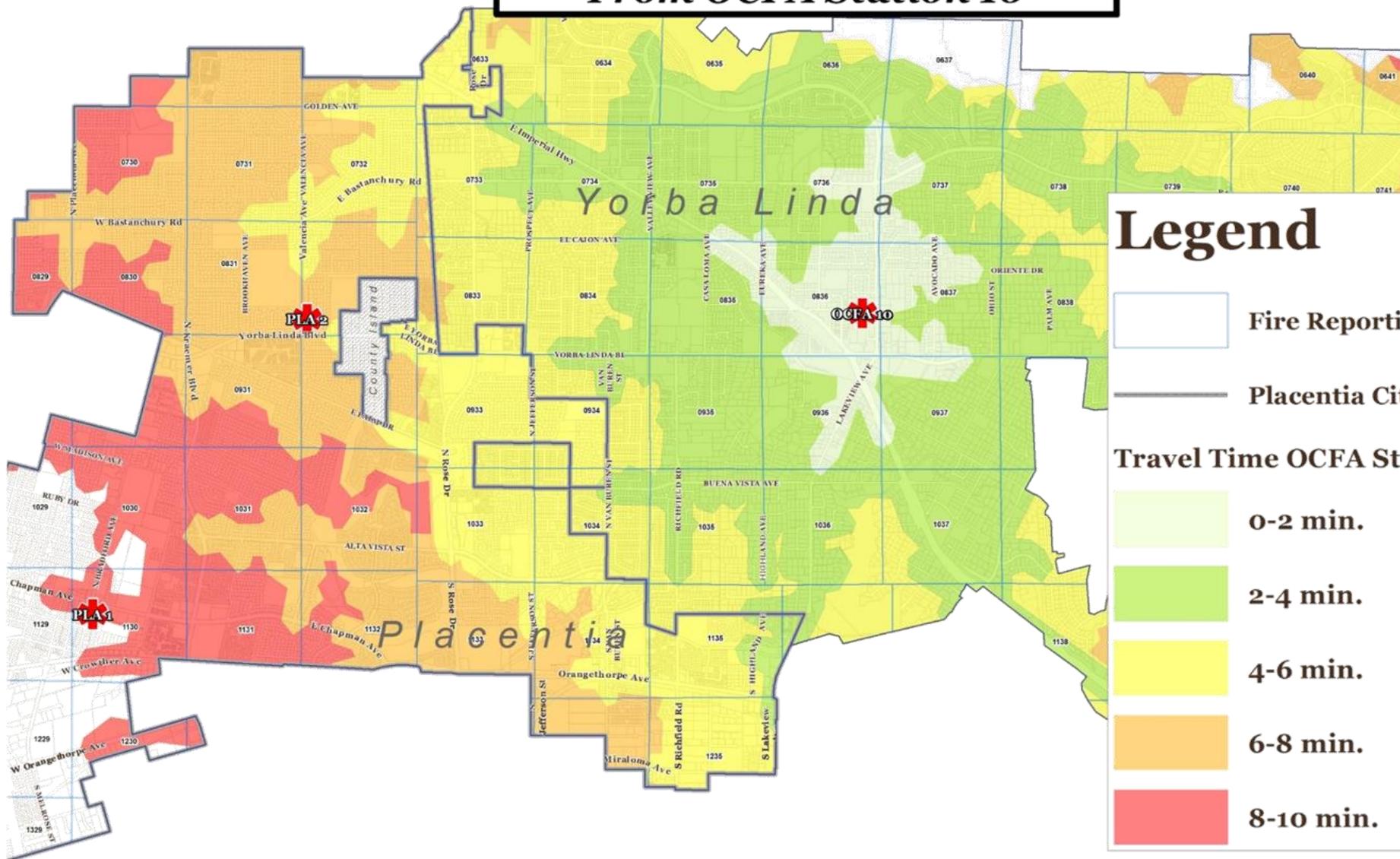
# Travel Time into County Island From Placentia Station 2\*



\*Formerly OCFA Station 34



# Travel Time into County Island From OCFA Station 10



## Legend

-  Fire Reporting Districts
-  Placentia City Limits

### Travel Time OCFA Station 10

-  0-2 min.
-  2-4 min.
-  4-6 min.
-  6-8 min.
-  8-10 min.







# Travel Times to Placentia County Island

<b>Responding Station</b>	<b>Travel Time from Station to County Island (Center)</b>	<b>Distance to County Island (Center)</b>
<b>Placentia Station 2</b>	<b>&lt; 2 minutes</b>	<b>.25 miles</b>
Placentia Station 1	5 minutes, 30 seconds	1.75 miles
OCFA Station 10	6-8 minutes	2.25 miles
OCFA Station 10 via Mutual Aid Phone Call	8-12 minutes	2.25 miles
OCFA Station 32	8-10 minutes	5 miles
OCFA Station 32 via Mutual Aid Phone Call	10-14 minutes	5 miles



# Benefits of the Placentia Fire & Life Safety EMS Model

- Placentia's EMS response times will be even faster based on the following:
  - Reduced turnout time
  - Smaller vehicle type (paramedic unit vs. heavy apparatus)
  - Dynamically positioned based on GIS map data
  - EMS calls processed by Placentia Emergency Communications Center
    - No need to transfer calls to OCFA, reducing call to dispatch time
  - Collectively, these enhancements represent a significant reduction in response times.





# Urgent Need

- Despite the aforementioned information and proximity to the County island, OCFA continues to refuse to enter into an automatic aid agreement
- The Mutual Aid agreement OCFA provided to the City contained very unreasonable terms that were/are not negotiated in good faith. These include:
  - Delaying patient care until OCFA arrives on scene (6-8 minutes in auto, 8-10 in mutual)
  - Sending as many units as they so determine, despite Placentia only requesting 1 unit, etc
  - Charging the City a fee for every aid request. Out of 37 agencies surveyed across 5 Southern California counties, the City could not find an example of auto/mutual aid charges for day-to-day calls between fire departments
  - OCFA purporting to take over the scene of an incident, despite them not being the authority having jurisdiction
  - Indicating that if an OCFA firefighter is hurt on an aid call, Placentia will pay for the workmen's comp costs. Based upon preliminary determination, this is not authorized under California law





# Urgent Need

- OCFA's Chief has refused to meet with City Administrator and County CEO to discuss automatic aid concerns by both the City/County to Hamer Island residents
- County island is 1/4 mi. away from Station No. 2, OCFA Station No. 10 is 2.25 miles away
- July 1 transition is 1 week away
- County has determined that it would be much more efficient and safer for Placentia Fire & Life Safety Department to provide fire protection and EMS services to Hamer Island residents rather than OCFA
- County has proposed an out-of-area service agreement for the provision of services
- The parties have come to terms to ensure that Hamer Island residents response times aren't affected by OCFA's unwillingness to proceed with an automatic aid agreement





# Summary

## Recommendation:

Enter into an out-of-service area agreement with the County of Orange for the provision of Fire Protection and EMS services to the unincorporated area known as Hamer Island. This will ensure that the residents of Hamer Island do not experience increased response times due to OCFA's unwillingness to enter into an automatic aid agreement with the City.

