



City Council Agenda Item

City Council Meeting Date: September 17, 2024

TO: Dean Albro, City Manager

FROM: Brian Fallon, Fire Chief
b_fallon@ci.lompoc.ca.us

SUBJECT: Approval of Memorandum of Understanding Between the City of Santa Maria Fire Department and Member Agencies of Urban Search and Rescue Regional Task Force 12 (RTF-12)

Recommendation:

Staff recommends the City Council approve the attached Memorandum of Understanding (MOU) between the City of Santa Maria Fire Department and member agencies of Urban Search and Rescue Regional Task Force 12 (RTF-12) and authorize the Fire Chief to execute it.

Background:

The California Governor's Office of Emergency Services (CalOES) has committed to allocating funds annually to each of the twelve Urban Search and Rescue Task Forces in the State. This is done to provide continuing education, manipulative training, and mobilization exercises to ensure the readiness of personnel. The Santa Barbara County operational area consists of six fire departments all participating in Regional Task Force 12 (RTF-12).

Discussion:

Urban Search and Rescue contains disciplines like search and rescue, high and low angle rope rescue, structure collapse, water rescue and several others. These disciplines are considered specialty rescue practices, and so require specialty training. Member Agencies of RTF-12 include Lompoc Fire Department, Montecito Fire Protection District, Santa Barbara City Fire Department, Santa Barbara County Fire Department, and Vandenberg Space Force Base Fire Department. Santa Maria Fire Department (SMFD) is also a member agency of RTF-12 but is excluded from the definition of "Member Agencies" for purposes of the MOU.

The Member Agencies and SMFD come together several times a year to hone those specialty skills collectively as RTF-12. The training typically takes place in the operational

area. The operational area has named SMFD the primary agency to aid in coordinating all projects/trainings for the operational area as it relates to RTF-12. It has become more efficient to have one agency take the lead on orchestrating the needs of the training. SMFD will facilitate the distribution of the reimbursed funds from CalOES to the Member Agencies that participate in the training.

The reimbursement rate is dependent on the rate provided to California Fire Assistance Agreement (CFAA) salary survey for each individual agency. This is the rate that each Member Agency provides to the State for reimbursed incidents, such as strike teams, pre-position assignments and any other incident funded by CalOES. According to the MOU, those rates will be provided prior to any operational training. Those rates will be submitted to the State for reimbursement and then distributed to the Member Agencies following the training exercises. The reimbursement will account for personnel costs, and overtime associated with back-fills to facilitate the training.

SMFD will be responsible for maintaining documentation, reporting requirements, and requesting reimbursement in accordance with CalOES guidelines. SMFD will not be responsible for any "non-reimbursable" items as set forth by CalOES.

Upon receipt of reimbursed funding SMFD will be reimbursed in full, including a 3% administrative fee, prior to releasing funds to the Member Agencies. In the event there are insufficient funds, Member Agencies will be reimbursed on a pro rata basis based on the rate determined by CFAA.

The MOU will continue for a term of one year from the date last signed. After that time, it will automatically renew for successive one-year terms unless written notice of termination is given by a party 60 days prior to the expiration of the current term or until SMFD is no longer the lead agency for purposes of CalOES RTF-12 training funding reimbursement.

Fiscal Impact:

There is no fiscal impact to signing the MOU. However, the City Attorney's Office has reviewed the indemnification provision and found it to be one-sided in favor of the SMFD. City Attorney recommendations were presented to SMFD and rejected by them, stating that all the other Member Agencies were in agreement. The way the MOU is written, if SMFD is sued because Lompoc's negligence caused property damage at a training exercise, then Lompoc must indemnify SMFD. But if Lompoc is sued because SMFD's negligence caused property damage at a training exercise, then SMFD does not need to indemnify Lompoc.

Conclusion:

Approval of the MOU between SMFD and Member Agencies of the RTF-12 will allow the Lompoc Fire Department to participate in the reimbursement benefit during CalOES approved trainings and agree to allow SMFD to be the distributor and allocator of reimbursed funding with full indemnification to SMFD.

Respectfully submitted,

Brian Fallon, Fire Chief

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Dean Albro, City Manager

Attachment: Memorandum of Understanding Between the City of Santa Maria and
Member Agencies of Regional Task Force 12