TO:                        HONORABLE CITY COUNCIL
FROM:                      CITY MANAGER
DEPARTMENT:                FIRE
AGENDA DATE:               JUNE 17, 2002
CMR:                       240:02

SUBJECT: AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE LOS ALTOS HILLS COUNTY FIRE DISTRICT FOR INTERJURISDICTIONAL FIRE PROTECTION AND EMERGENCY MEDICAL RESPONSE SERVICE FROM CITY OF PALO ALTO FIRE STATION NUMBER 8

RECOMMENDATION
Staff recommends that Council approve and authorize the Mayor to sign the agreement between the City of Palo Alto and the Los Altos Hills County Fire District for interjurisdictional fire protection and emergency medical response service from City of Palo Alto Fire Station Number 8.

BACKGROUND
Palo Alto Fire Station Number 8 is located in Foothills Park and is staffed from approximately June 15 through October 15. It is staffed utilizing funds budgeted within the Fire Department estimated at $180,600 for 2002-03. These costs are the result of back-staffing at the overtime rate for the on-duty personnel who are assigned to Fire Station Number 8 during the wildland season. This period has historically been the peak time for wildland fires in that area. Fires, whether structural or wildland, originating in either jurisdiction (Palo Alto or Los Altos Hills) may spread to the adjoining jurisdiction if rapid intervention is not forthcoming.

The current agreement for emergency response from Fire Station Number 8 during fire season will terminate on June 1, 2002 (CMR 257:99). The Fire Chiefs of Palo Alto and Santa Clara County Central Fire Protection District developed the agreement to be mutually beneficial to each jurisdiction and provide for the rapid response of emergency personnel. The agreement provides for cost sharing based on the actual number of calls into each jurisdiction from Fire Station Number 8 during the operational period and provides for the closest unit to respond regardless of jurisdiction. In addition, response volumes and
proximity have been equitable in most cases. This includes responses where Engine 8 (E8) was the first or second arriving unit into the response area. During the four year period from 1998-2001, E8 responded to the Los Altos Hills area, on average, 11 times during the wildland season, equating to an average of 34.2 percent of all calls for E8. The low call volume allowed for the sharing of this resource without significant risk to Palo Alto residents.

**DISCUSSION**
Based upon the mutual satisfaction by both parties, both agencies support a three-year agreement. This agreement would commence on June 15, 2002 and end January 1, 2005. The terms of the agreement may be extended and services provided beyond the normal 120-day operational period if fire conditions warrant and by mutual agreement of the Fire Chief of Palo Alto and the Fire Chief of Santa Clara County Central Fire Protection District. All other provisions of the agreement will remain unchanged.

The agreement specifies that the Los Altos Hills County Fire District will pay a percentage of the personnel costs (consisting of base salary and any additional overtime costs) for personnel assigned to Fire Station Number 8 during the operational period. Both parties have agreed, at the request of the Los Altos County Fire District Board, to a fixed percentage of costs for annual reimbursement. The fixed percentage figure is the average percentage of E8 responses for the four-year period from 1998-2001, or 34.2 percent. A fixed percentage figure provides for improved budget expenditure projections and revenue generation for both parties and is agreeable to both parties as being fair and equitable. For 2002, the percentage will be applied as the average of invoiced amounts to Los Altos Hills County Fire Department (LAHCFD) from 1998-2001. The exact reimbursed amount will be calculated and invoiced to the LAHCFD and would be payable to Palo Alto within 45 days of invoice receipt.

**RESOURCE IMPACT**
The City Manager’s proposed 2002-03 Budget contains $180,600 in the Fire Department operating budget for the costs associated with this agreement.

**POLICY IMPLICATIONS**
This recommendation is consistent with existing City policies.

**ENVIRONMENTAL REVIEW**
This project is categorically exempt under the provisions of California Environmental Quality Act as a use of existing facilities without the expansion beyond the applications now existing.
ATTACHMENTS
Attachment A: Agreement Between the City of Palo Alto and the Los Altos Hills County Fire District for Interjurisdictional Fire Protection and Emergency Medical Response Service From City of Palo Alto Fire Station Number 8.

Prepared by: Nicholas Marinaro, Deputy Fire Chief

Department Head Review: __________________________
RUBEN GRIJALVA
Fire Chief

City Manager Approval: __________________________
EMILY HARRISON
Assistant City Manager