

000847

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN DIEGO
AND
SAN DIEGO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

This Memorandum of Understanding between the City of San Diego and the San Diego Service Authority for Freeway Emergencies [Agreement] is entered into by and between the City of San Diego [City], a municipal corporation, and the San Diego Service Authority for Freeway Emergencies [SAFE], a service authority established pursuant to California Streets & Highways Code section 2550 et seq.

RECITALS

WHEREAS, effective June 25, 2004, the City entered into a previous Memorandum of Understanding between the City of San Diego and the San Diego Service Authority for Freeway Emergencies for the purpose of cooperating in the implementation of a regional helicopter program [Previous Agreement]. The Previous Agreement is on file in the Office of the City Clerk as Document No. RR-299986-1; and

WHEREAS, the Previous Agreement reflected a desire by the City and SAFE to cooperate in the implementation of a regional helicopter program to be administered and operated by the San Diego Fire-Rescue Department [Air Operations Division] during Fiscal Year 2004-2005 to respond to life safety emergencies, including those occurring on the freeways and other roads throughout the County of San Diego; and

WHEREAS, on May 12, 2005, the SAFE Board of Directors approved additional funding for the continuation of the Air Operations Division for the period July 1, 2005 through June 30, 2009; and

WHEREAS, on November 8, 2007, the SAFE Board of Directors approved additional funding for the continuation of the Air Operations Division for the period July 1, 2009 through June 30, 2014; and

WHEREAS the City and SAFE desire to enter into this Agreement for the purposes of continuing the Air Operations Division;

NOW THEREFORE, in consideration of the premises stated above and the mutual promises contained in this MOU, the City and SAFE do hereby agree as follows:

1. Effective Date/Term

The Effective Date of this MOU shall be November 8, 2007. The term of this MOU shall commence on July 1, 2009 and shall not extend beyond the date that

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funding, as described in section 3 below, for the Air Operations Division is exhausted or beyond June 30, 2014, whichever occurs first.

2. Rights and Obligations of the City

Conditioned upon the timely receipt of full funding, including anticipated contributions by SAFE, private donors, and others, as evidenced by one or more certificates issued by the City Auditor and Comptroller demonstrating that funds necessary for the continued administration and operation of the Air Operations Division are, or will be, on deposit in the City Treasury, the City shall:

- (a) provide for maintenance and repair of the helicopter, as needed;
- (b) provide the facility to base the helicopter;
- (c) provide administrative and operational staff to manage the Air Operations Division;
- (d) provide for dispatch of the helicopter;
- (e) provide semiannual reports to the SAFE Executive Director, using the Guidelines for Determining Motorist Aid-related Incidents, incorporated by reference herein as Exhibit C, as those Guidelines may be modified from time to time by the SAFE Board of Directors;
- (f) promptly respond to reasonable additional SAFE requests for information regarding the operation of the Air Operations Division;
- (g) maintain, for a period of three years, all documentation prepared by the City and its agents, contractors, and employees in connection with the Air Operations Division;
- (h) develop and provide to SAFE and the Regional Helicopter Advisory Committee described below the written policies and procedures for administration and operation of the Air Operations Division;
- (i) administer and operate the Air Operations Division in accordance with the written policies and procedures developed pursuant to this MOU;
- (j) maintain a discrete program fund account for deposit of the funding for the Air Operations Division received through the City, SAFE, and other donors/contributors and for disbursements for purposes of the Air Operations Division;

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- (k) apply donations/contributions for the Air Operations Division actually received by the City to partially fund the Air Operations Division; and
- (l) provide oversight of continued fund-raising and sponsorship activities, and deposit funds derived from said activities to the program fund account.

3. Rights and Obligations of SAFE

SAFE shall:

(a) provide additional funding to the City for the continued administration and operation of the Air Operations Division in an amount not to exceed the lesser of 15 percent of actual program costs or: (1) \$375,000 annually between July 1, 2009 and June 30, 2014 inclusive. The City will submit an invoice to SAFE on a quarterly basis, in arrears. **Such reimbursements will be made only for periods during which the regional helicopter is operated in compliance with all the terms and conditions of this Agreement.** SAFE will pay the City the invoiced amount within 30 days after the date of invoice.

(b) provide a Regional Helicopter Advisory Committee [Committee] consisting of fire service, law enforcement and medical rescue professionals acceptable to the SAFE Executive Director.

1. the Committee shall perform the following limited functions:
 - a. Review and evaluate the policies and procedures proposed by the City for dispatch of the helicopter in order to advise the SAFE Board of Directors concerning how well those policies and procedures allow for regional access to the helicopter's services. The Committee's recommendation to the SAFE Board of Directors that the policies and procedures do in fact allow for regional access to the helicopter's services will be a precondition to SAFE funding for the Air Operations Division;
 - b. Evaluate both the actual regional usage and actual motorist aid usage of the helicopter, during and after conclusion of SAFE funding for the Air Operations Division, and report the same to the SAFE Board of Directors;
 - c. Neither the Committee nor SAFE will direct the City in the formulation, revision or implementation of the helicopter dispatch and operation policies and procedures. Responsibility for implementation and operation of the Air

Operations Division will be solely that of the City, conditioned upon receipt of full funding as described herein, including private and other donations/contributions, as well as contributions from SAFE;

- d. the Committee shall receive periodic reports from the City regarding the Air Operations Division; and
- e. the Committee, or SAFE Board, shall have the right to make reasonable requests to the City for additional information about the Air Operations Division and

(c) maintain, for a period of three years, all documentation prepared by SAFE, the Committee and their agents, contractors, and employees in connection with the Air Operations Division.

4. City Obligations Conditional on Funding

The obligations of the City hereunder are conditioned upon the timely receipt of funding, including contributions by SAFE, private donors, and others, as evidenced by one or more certificates issued by the City Auditor and Comptroller demonstrating that funds necessary for the continued administration and operation of the Air Operations Division are, or will be, on deposit in the City Treasury. The failure to timely receive funding or the loss of funding in whole or in part shall be cause for immediate termination by the City of this MOU. In the event of termination, SAFE would require written notice and an accounting by the City. The obligations of SAFE under this Agreement are conditional upon the continued availability of funding to SAFE from the \$1.00 motor vehicle fee imposed pursuant to section 2555 of the Streets and Highways Code. If due to legislation, court decision or any other cause, such funding becomes unavailable to SAFE, SAFE may immediately terminate this Agreement.

5. Insurance

City shall procure and maintain throughout the term of the contract aircraft liability insurance in an amount not less than \$20,000,000 per occurrence. The City shall name SAFE, its Board of Directors, agents, and member agencies as additional insured under the policy.

SAFE understands that the City is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. The City is also self-insured for Worker's Compensation for all City employees. SAFE agrees that the City's self-insurance plan is satisfactory for purposes of this MOU, and agrees that the City

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will not and is not required to purchase any additional insurance coverage under this MOU.

6. Indemnification

City agrees to defend, indemnify and save SAFE, its directors, agents, officers, and employees harmless from any and all liability, claims, damages or injuries to any person or property, including injury to City's employees, arising from or connected with the City's performance of or failure to perform the City's obligations under this MOU or the operation of the helicopter. City shall also investigate at its expense all such claims or lawsuits.

7. Termination

7.1 Right to Terminate for Default

In the event, SAFE fails or refuses to perform any of its obligations under this MOU, at the time and in the manner required hereunder, SAFE shall be deemed in default in the performance of this MOU. If such default is not cured within a period of 10 days after receipt by SAFE from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default or, if corrective action will require more than 10 days, SAFE fails to commence such correction within said 10 days and fails diligently to pursue such correction to completion, City may terminate this MOU by giving to SAFE written notice thereof, delivered by certified mail with return receipt for delivery to the City, 20 days before the effective date of such termination.

In the event, City fails or refuses to perform any of its obligations under this MOU, at the time and in the manner required hereunder, City shall be deemed in default in the performance of this MOU. If such default is not cured within a period of 10 days after receipt by City from SAFE of written notice of default, specifying the nature of such default and the steps necessary to cure such default or, if corrective action will require more than 10 days, City fails to commence such correction within said 10 days and fails diligently to pursue such correction to completion, SAFE may terminate this MOU by giving to City written notice thereof, delivered by certified mail with return receipt for delivery to SAFE, 20 days before the effective date of such termination.

7.2 Right to Terminate for Convenience

The City may, at its sole option and for its convenience, terminate this MOU by written notice of termination delivered by certified mail with

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return receipt for delivery to the City. The termination of the MOU shall be effective upon receipt of the notice by SAFE.

SAFE may, at its sole option and for its convenience, terminate this MOU by written notice of termination given 45 days before the effective date of such termination and delivered by certified mail with return receipt for delivery to SAFE.

8. Emergency Response Requests by Non-Member Entities

Should a request be made to the Air Operations Division for emergency response assistance in San Diego County by a non-member of the San Diego County Fire Mutual Aid Agreement, the City will dispatch the helicopter for purposes of such emergency response assistance, subject to the helicopter's availability. The City shall bill all costs incurred in providing such emergency response assistance directly to the non-member entity which made the request for emergency response assistance for reimbursement to the Air Operations Division fund account, except as otherwise may be provided in any agreement with such entity. San Diego County law enforcement agencies will not be billed for the City's costs for providing emergency response assistance by this helicopter.

9. Severability

The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.

10. Dispute Resolution

The parties agree that if a dispute arises out of, or relates to, this MOU or a breach thereof, the parties will first attempt to resolve that dispute through discussions and negotiations. If resolution is not achieved after a reasonable time and a reasonable number of attempts, the parties will be free to pursue legal action.

11. Entire Agreement; Modifications

This MOU constitutes the entire agreement, understanding, and representations between the parties with respect to the implementation of the Air Operations Division; and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the City and SAFE, or their successors in interest. All prior negotiations and agreements are merged into this MOU.

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12. Notices

All notices, demands, requests, approvals, reports, and statements to be given under this MOU shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To City at: Fire Chief
San Diego Fire-Rescue Department
1010 Second Avenue, Suite 400
San Diego, CA 92101

To SAFE at: Edward Castoria, SAFE Executive Director
TeleTran Tek Services
9167 Chesapeake Drive
San Diego, CA 92123

Should the above address and/or contact person for a party change, that party shall give prompt written notice to the other party of such change.

13. Compliance with the Law

The parties agree that performance under this MOU shall comply with all applicable laws, regulations, ordinances, and policies.

14. Governing Law

The laws of the State of California shall govern and control the terms and conditions of this MOU.

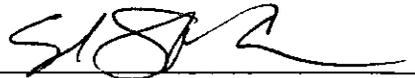
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by SAFE, pursuant to motion adopted by the SAFE Board on September 14, 2007, authorizing said execution, and by the City, acting by and through its City Manager, pursuant to Resolution No. R-_____ of the City Council authorizing said execution, true and correct copies of which are attached hereto as Exhibits "A" and "B" respectively.

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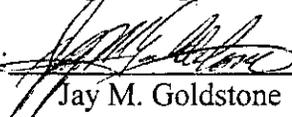
SAN DIEGO SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES,
A Service Authority

Date: 2/8/2008

By: 
Edward S. Castoria
SAFE Executive Director

CITY OF SAN DIEGO,
A Municipal Corporation

Date: _____

By: 
Jay M. Goldstone
Chief Operating Officer

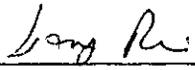
Date: 3/25/08

By: 
Jill Olen
Deputy Chief Operating Officer
Public Safety & Homeland Security

Date: 3/24/2008

By: 
Tracy Jarman, Fire Chief
San Diego Fire-Rescue Department

Date: 4/1/08

By: 
Tammy Rimes
Interim Director, Purchasing &
Contracting

I HEREBY APPROVE the form and legality of the foregoing Memorandum of
Understanding, this _____ day of _____, 2007.

By: 
William Smith,
Attorney for the San Diego Service
Authority for Freeway Emergencies

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I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding, this _____ day of _____, 2005.

MICHAEL AGUIRRE, City Attorney

By: _____
William Gersten
Deputy City Attorney

EXHIBIT A - SAFE MINUTES
EXHIBIT B - CITY RESOLUTION
EXHIBIT C - GUIDELINES FOR DETERMINING MOTORIST AID-RELATED INCIDENTS

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**EXHIBIT A
SAFE MINUTES**

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San Diego Service Authority For Freeway Emergencies



Managed by:

TeleTran Tek Services
9167 Chesapeake Drive
San Diego, California 92123
(858) 279-1299
(858) 279-8424 FAX

Board of Directors

Ann Kulchin, Chair
Hal Ryan, Vice Chair
Ben Hueso
Bill Horn
Ron Roberts
Tony Young
Mayda Winter

Executive Director

Edward S. Castoria, M.A., J.D.
TeleTran Tek Services
Email: eddie@tcubed.net

Web Page

www.sdcallbox.org

Member Agencies

County of San Diego
Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
National City
Oceanside
Poway
San Diego
San Marcos
Santee
Solana Beach
Vista

February 8, 2008

Minutes, SAFE Board Meeting, November 8, 2007

Chair Ann Kulchin called the meeting to order at 12:40 p.m. The meeting was held in Room 303 of the County Administration Center.

Attendance

Present; Chair Ann J. Kulchin, City of Carlsbad; Vice Chair Hal Ryan, City of Santee; Councilmember Ben Hueso, City of San Diego; Supervisor Ron Roberts, County of San Diego; Councilmember Tony Young, City of San Diego.

SAFE Staff: Edward Steven Castoria, Executive Director; Travis Benson, Assistant Executive Director; Jeannette Estrada, Recording Secretary; SAFE Counsel Bill Smith.

Absent: Supervisor Bill Horn, County of San Diego; Councilmember Mayda Winter, City of Imperial Beach.

2007-25: Approve Minutes, September 13, 2007

On motion of Councilmember Tony Young, seconded by Supervisor Ron Roberts, the SAFE Board of Directors unanimously approved the Minutes of the September 13, 2007 Board meeting.

2007-26: Approve Meeting Dates for 2008

The Executive Director noted that the proposed meeting dates for 2008 follow the same pattern as in previous years: the second Tuesday of odd-numbered months. Councilmember Ben Hueso commented that, while he very much would like to continue to serve on the SAFE Board, his role on the Coastal Commission would allow him to only attend one SAFE Board

meeting in 2008. He asked if it were possible to change some of the dates to allow him to stay on the SAFE Board, but also that he would understand it if that could not be done. After further discussion, the Board determined that it would not be feasible to change the current schedule, given the complicated schedules of the other Board members.

On motion of Supervisor Ron Roberts, seconded by Councilmember Tony Young, the SAFE Board of Directors unanimously adopted the proposed schedule for SAFE Board of Directors meetings for 2008.

2007-27: Receive Report from Regional Helicopter Advisory Committee; Approve MOU's with City of San Diego and County of San Diego for Continued Helicopter Funding through FY 2013/2014

The Executive Director reported that, at the request of Supervisor Roberts, the Regional Helicopter Advisory Committee met in January to discuss how the helicopter programs were reporting the number of motorist aid-related incidents to which the helicopters responded. Deputy Chief Mike Burner (ret.), Chair of the RHAC, reviewed the results of the RHAC meeting, which were included in a Memo provided to the Board as part of the Agenda. Chief Burner summarized the RHAC proposed Guidelines for determining which dispatches were motorist aid-related as follows:

The roadway on or to which the incident is related must be an Interstate Highway, a State Route or a major County Road within San Diego County, since those are the locations on which SAFE may install call boxes. With the above geographic limitations applicable to any helicopter response where the helicopter assists in mitigating traffic congestion as a result of its operations, motorist aid-related incidents would include, but not be limited to, the following:

- 1) Motor vehicle accidents, vehicle fires, or medical needs not created by an accident;
- 2) Vegetation fires where the fire has crossed or has the potential to cross the roadway;
- 3) Vegetation fires where smoke or ash from the fire has or is likely to obscure the motorist's view of the roadway and thereby create a hazard;
- 4) Emergencies where fire and/or emergency equipment parked at or near the scene of the emergency adversely effect the flow of traffic;
- 5) Command and control for major incidents impacting the roadways;
- 6) Incidents where the roadway is closed, or traffic speeds severely curtailed, because of law enforcement or HAZMAT operations, and the helicopter assists in mitigating traffic congestion; and
- 7) Other incidents evaluated on a case-by-case basis.

Working incidents, as opposed to total dispatches, should be used in making the above evaluation. Total dispatches include working incidents,

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as well as a number of incidents where the helicopter is requested, may or may not take off, and is then directed to either back to base or to another incident, without providing any service for the initial incident. Working incidents, on the other hand, are those incidents where the helicopter actually flies to the incident location and renders some form of service, whether fire suppression, rescue or other.

The formula to be used to calculate the percentage of motorist aid-related incidents shall be the following:

$$\frac{\text{Number of motorist aid incidents (as defined above)}}{\text{Working incidents}}$$

Chief Burner also noted that there are differences between the City and County Helicopter Programs that tend to make the County percentages lower on motorist-aid related incidents, but recommended that the programs be treated the same for reimbursements because of the regional approach being used by both programs. Based upon recent statistics, and using the recommended formula, the 15% maximum contained in the current and proposed MOU's appears appropriate.

On motion of Supervisor Bill Horn, seconded by Councilmember Tony Young, the SAFE Board of Directors unanimously:

1. Adopted the approach for determining motorist aid helicopter usage as recommended by the Regional Helicopter Advisory Committee, and
2. Approved MOU's with the City of San Diego and the County of San Diego for continued helicopter funding through FY 2013/2014.

2007-28: Authorize Audits

Mr. Castoria reported that he and SAFE Counsel Bill Smith had discussed having audits done of SAFE finances. While the requirement to do so is unclear at best, both felt that selecting a qualified auditing firm to do financial audits of the SAFE Program would be a good idea.

On motion of Councilmember Tony Young, seconded by Chair Ann Kulchin, the SAFE Board of Directors unanimously authorized the Executive Director and SAFE Counsel to select and negotiate a contract with a qualified auditing firm to conduct the FY 2006/2007 and prior year SAFE audits

2007-29: SAFE Update

This Agenda Item was taken out of order, just after Agenda Item 2007-25, in order to allow the firefighters in the audience an opportunity to address the SAFE Board about Motorist Aid Grants and then return to duty.

Chair Ann Kulchin presented a check in the amount of \$24,995.90 to Deputy Chief Tim Smith of the Lemon Grove Fire Department. The grant provided four new 800 MHz radios, plus safety shelters for firefighters. Deputy Chief Smith said that the radios had been well used during the recent wildfires, and thanked the SAFE Board for its support. He explained that the safety shelters

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**EXHIBIT B
CITY RESOLUTION**

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EXHIBIT C
GUIDELINES FOR DETERMINING MOTORIST AID-RELATED INCIDENTS

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GUIDELINES FOR DETERMINING MOTORIST AID-RELATED INCIDENTS

Date: November 8, 2007

The roadway on or to which the incident is related must be an Interstate Highway, a State Route or a major County Road within San Diego County, since those are the locations on which SAFE may install call boxes. With the above geographic limitations applicable to any helicopter response where the helicopter assists in mitigating traffic congestion as a result of its operations, motorist aid-related incidents would include, but not be limited to, the following:

- 1) Motor vehicle accidents, vehicle fires, or medical needs not created by an accident;
- 2) Vegetation fires where the fire has crossed or has the potential to cross the roadway;
- 3) Vegetation fires where smoke or ash from the fire has or is likely to obscure the motorist's view of the roadway and thereby create a hazard;
- 4) Emergencies where fire and/or emergency equipment parked at or near the scene of the emergency adversely effect the flow of traffic;
- 5) Command and control for major incidents impacting the roadways;
- 6) Incidents where the roadway is closed, or traffic speeds severely curtailed, because of law enforcement or HAZMAT operations, and the helicopter assists in mitigating traffic congestion; and
- 7) Other incidents evaluated on a case-by-case basis.

Working incidents, as opposed to total dispatches, should be used in making the above evaluation. Total dispatches include a number of incidents where the helicopter is requested, may or may not take off, and is then directed to either back to base or to another incident, without providing any service for the initial incident. Working incidents, on the other hand, are those incidents where the helicopter actually flies to the incident location and renders some form of service, whether fire suppression, rescue or other.

The formula to be used to calculate the percentage of motorist aid-related incidents shall be the following:

$$\frac{\text{Number of motorist aid incidents (as defined above)}}{\text{Working incidents}}$$

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REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) 107
05/27

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT): SAN DIEGO FIRE-RESCUE DEPARTMENT

3. DATE: March 20, 2008

4. SUBJECT: Memorandum of Understanding with Service Authority for Freeway Emergencies

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)
Jenny Wolff, 619-236-7002, 51A

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)
Brian Fennessy, 619-533-4407, 604

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	10264		
DEPT.	10264		
ORGANIZATION			
OBJECT ACCOUNT	78901		
JOB ORDER	10264		
C.I.P. NUMBER			
AMOUNT	\$1,875,000		

9. ADDITIONAL INFORMATION / ESTIMATED COST:
The City, through the MOU, will receive \$375,000 annually beginning FY 2009 through FY 2014 from SAFE for the San Diego Fire-Rescue Department's Air Operations Division. The total potential value of the MOU over 5 years is \$1,875,000.

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	3/27/08	8	DCOO	<i>[Signature]</i>	5/8/08
2	EOCP	<i>[Signature]</i>	4/7/08	9	COO	<i>[Signature]</i>	4/21/08
3	LIAISON OFFICE	<i>[Signature]</i>	4/9/08	10	CITY ATTORNEY	<i>[Signature]</i>	5/5/08
4	FINANCIAL MGMT	<i>[Signature]</i>	4/11/08	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	5/12/08
5	AUDITOR	<i>[Signature]</i>	4/14/08		DOCKET COORD:	<i>[Signature]</i>	COUNCIL LIAISON: <i>[Signature]</i>
6	EAS	<i>[Signature]</i>	4/15/08		COUNCIL PRESIDENT	<i>[Signature]</i>	
7	CFO	<i>[Signature]</i>	4/21/08				

COUNCIL PRESIDENT SPOB CONSENT ADOPTION
 REFER TO: _____ COUNCIL DATE: 5/27/08

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorize the Mayor or his designee to enter into a Memorandum of Understanding (MOU) with Service Authority for Freeway Emergencies (SAFE). The MOU will be effective Fiscal Year 2009 through Fiscal Year 2014.

11A. STAFF RECOMMENDATIONS:
1. Approve the Resolution

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): None

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore exempt from CEQA pursuant to the State Guidelines Section 15060 (c) (2).

HOUSING IMPACT: None

OTHER ISSUES: None

DATE ISSUED:

ATTENTION: Council President and City
Council Council Docket of

SUBJECT: Memorandum of Understanding with Service Authority for
Freeway Emergencies

REQUESTED ACTIONS:

1. Authorize the Mayor or his designee to enter into a Memorandum of Understanding with Service Authority for Freeway Emergencies (SAFE). The MOU will be effective Fiscal Year 2009 through Fiscal Year 2014.

STAFF RECOMMENDATIONS:

Approve the recommendation.

SUMMARY:

On May 11, 2004, the Mayor and City Council adopted Resolution R-299209 which authorized execution of a Memorandum of Understanding (MOU) with San Diego Service Authority for Freeway Emergencies (SAFE) to continue the Regional Fire and Rescue Helicopter Program (Air Operations Division) to be operated, managed and administered by the San Diego Fire-Rescue Department.

The MOU reflected a desire by the City and SAFE to cooperate in the implementation of an Air Operations Division to respond to life safety emergencies, including those occurring on the freeways and other roads throughout the County of San Diego.

On June 27, 2005, the Mayor and City Council adopted Resolution R-300578 which authorized execution of a Memorandum of Understanding (MOU) with San Diego Service Authority for Freeway Emergencies (SAFE) to continue the Regional Fire and Rescue Helicopter Program (Air Operations Division) to be operated, managed and administered by the San Diego Fire-Rescue Department. The foregoing MOU provides that SAFE will reimburse the City \$250,000 per year through June 30, 2009 to help fund the Air Operations Division. The total potential value of the MOU over 5 years is \$1,000,000.

On November 8, 2007, the SAFE Board voted unanimously to execute an agreement with the City for the continuation of the Air Operations Division for the period of July 1, 2009 through June 30, 2014. The new MOU provides that SAFE will reimburse the City \$375,000 per year beginning July 1, 2009 through June 30, 2014 to help fund the Air Operations Division. The total potential value of the new MOU over 5 years is \$1,875,000.

Included as Attachment A to this Report is the new MOU which has been negotiated between the City and SAFE.

The partnership with SAFE is a great collaboration with the public and private sectors that is proven to save lives and property damage.

This partnership is an example of the continued success of the Corporate Partnership Program and San Diego Fire-Rescue Department to generate much-needed revenue for the City's highest priority public safety needs. The proposed MOU with SAFE is consistent with the City's Corporate Partnership Program and the City's Marketing Partnership Policy.

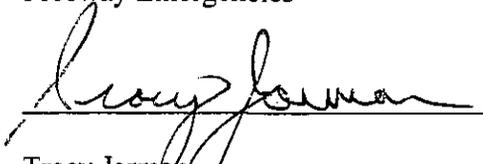
FISCAL CONSIDERATIONS:

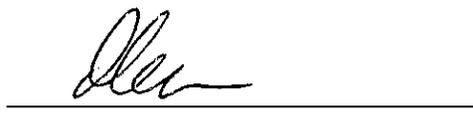
The City, through the MOU, will receive \$375,000 annually beginning July 1, 2009 through June 30, 2014 from SAFE for the San Diego Fire-Rescue Department's Air Operations Division. The total potential value of the MOU over 5 years is \$1,875,000.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Service Authority for Freeway Emergencies


Tracy Jarman
Fire Chief
San Diego Fire-Rescue Department


Jill Olen
Deputy Chief Operating Officer
Public Safety and Homeland Security

- Attachments: A. Memorandum of Understanding Between the City of San Diego and Service Authority for Freeway Emergencies

RESOLUTION NUMBER _____

DATE OF FINAL PASSAGE _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH SERVICE AUTHORITY FOR FREEWAY EMERGENCIES [SAFE] TO BE EFFECTIVE FISCAL YEARS 2009 THROUGH 2014.

WHEREAS, the City Council adopted Resolution R-299209, which authorized execution of a Memorandum of Understanding [MOU] with San Diego Service Authority for Freeway Emergencies [SAFE] to continue the Regional Fire and Rescue Helicopter Program [Air Operations Division] to be operated, managed, and administered by the San Diego Fire-Rescue Department; and

WHEREAS, the MOU reflected a desire by the City and SAFE to cooperate in the implementation of an Air Operations Division to respond to life safety emergencies, including those occurring on the freeways and other roads throughout the County of San Diego; and

WHEREAS, on May 12, 2005, the SAFE Board voted unanimously to execute an agreement with the City through June 30, 2009, for the continuation of an Air Operations Division to be operated, managed and administered by the San Diego Fire-Rescue Department; and

WHEREAS, on June 27, 2005, the City Council adopted Resolution R-300578, which authorized execution of a Memorandum of Understanding (MOU) with SAFE to continue the Regional Fire and Rescue Helicopter Program to be operated, managed and administered by the San Diego Fire-Rescue Department; and

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WHEREAS, the foregoing MOU provides that SAFE will reimburse the City \$250,000 per year through June 30, 2009 to help fund the Air Operations Division, totaling \$1,000,000 for the five year term; and

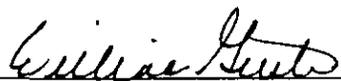
WHEREAS, on November 8, 2007, the SAFE Board voted unanimously to execute an agreement with the City for the continuation of the Air Operations Division for the period from July 1, 2009 (expiration of the current MOU) through June 30, 2014; and

WHEREAS, this new MOU provides that SAFE will reimburse the City \$375,000 per year through June 30, 2014 to help fund the Air Operations Division, with a total potential value of \$1,875,000 over the five year term; and

WHEREAS, the City, via the new MOU, will receive \$375,000 annually beginning FY 2009 through FY 2014 from SAFE for the San Diego Fire-Rescue Department's Air Operations Division; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to enter into a Memorandum of Understanding [MOU] with Service Authority for Freeway Emergencies [SAFE] for Fiscal Years 2009 through 2014.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
William J. Gersten
Deputy City Attorney

WJG:amt
04/24/2008
Or.Dept:Fire
R-2008-973

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I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor