

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: AUTOMATIC AID
AGREEMENT WITH ORANGE
COUNTY FIRE AUTHORITY

From: David R. Barlag
Dept: Fire
Date: January 22, 2013

OBJECTIVE

To request City Council approval of the updated Automatic Aid Agreement with the Orange County Fire Authority (OCFA), to include the City of Santa Ana.

BACKGROUND

Automatic aid agreements allow jurisdictions to share and utilize the resources that are closest to an emergency regardless of boundaries or city limits. The Fire Department has historically utilized mutual and automatic aid agreements to provide the quickest and most effective delivery of fire and paramedical services within the county. These automatic aid agreements have been in place since the early 1970's; this new agreement is being restated due to the addition of the City of Santa Ana within the OCFA contract cities.

DISCUSSION

The City periodically adopts automatic aid agreements with its surrounding cities and jurisdictions. These agreements ensure that fire units are available to respond to calls on a closest unit basis. The City of Garden Grove will send units into neighboring areas when needed and neighboring areas will respond into Garden Grove on an as needed basis when requested.

This agreement also includes an "Operating Plan" that gives the Fire Chiefs the ability to modify the plan with mutual written agreement between the Fire Chiefs for a balanced delivery of service into and out of the respective jurisdictions. This modification allows the department the opportunity to review and monitor the agreement's effectiveness.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Automatic Aid Agreement between the Orange County Fire Authority and the City of Garden Grove; and
- Authorize the Mayor to execute the Agreement on behalf of the City.



DAVID R. BARLAG
Fire Chief

Attachment: Proposed Automatic Aid Agreement

Recommended for Approval



Matthew Fertal
City Manager

AUTOMATIC AID AGREEMENT

**THIS AGREEMENT, made and entered into this ___ day of _____,
20___, by and**

Between the

ORANGE COUNTY FIRE AUTHORITY

AND

CITY OF GARDEN GROVE

RECITALS

Both the Orange County Fire Authority (hereinafter called "OCFA") and the City of Garden Grove (hereinafter called "City"; City and OCFA are referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties") maintain organized and equipped fire protection functions, charged with the duty of fire protection and rescue within their respective jurisdictions, and they agree it would be to the benefit of each Party that the services of each be, in some circumstances, extended outside of the jurisdictional boundaries; and

The Parties both desire that in some circumstances the fire department of the City will respond to emergency fire and emergency medical/rescue incidents outside of the boundaries of the City, and that in some circumstances the OCFA will respond to emergency fire and emergency medical/rescue incidents within the boundaries of the City. (Automatic Aid boundaries are specified on Exhibit "B".)

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The specific details of the emergency services to be provided under this Agreement shall be determined by the respective Fire Chiefs of both the City Fire Department and the OCFA. These emergency services shall be detailed in an Operating Plan (Exhibit "A") which the Fire Chiefs shall develop and annually review. The Operating Plan and/or the Automatic Aid Boundaries and Maps (Exhibit "B") may be amended from time to time by written agreement of the Fire Chiefs and, as amended, shall become part of this Agreement and shall supersede or amend Exhibit "A" and/or Exhibit "B" consistent with the terms in

such amendment. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the "nearest unit auto-aid" concept which forms the basis for this Agreement. *This Agreement is a guide for day-to-day operations and is not intended to replace or revise the Orange County Fire Services Operational Area Mutual Aid Plan.*

2. Pursuant to the authority granted by Section 55632 of the California Government Code, and in furtherance of the objectives of the California Disaster and Civil Defense Master Mutual Aid Agreement, the Parties agree to respond to emergency alarms outside of their geographical jurisdictions, and into the geographical jurisdiction of the other Party in accordance with the terms set forth in this Agreement.

3. Each Party shall maintain Worker's Compensation Insurance covering its own employees without cost to the other Agency, and each Agency shall pay its own personnel without cost to the other Agency.

4. Each Party hereto shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, replacement and repair, of casualty damage of all of its own apparatus and equipment used pursuant to this Agreement while said equipment is used outside of its geographical boundaries.

5. The Fire Chiefs of the Parties shall have joint authority and responsibility for the administration of this Agreement, which they may delegate to their agents or employees in their respective Fire Departments.

6. The Agency receiving aid shall provide (if possible) an officer of its Agency, who will be in charge and direct activities and assume the responsibility for releasing all fire department resources of both Agencies from the scene.

7. Wildland responses into a designated Mutual Threat Zone (MTZ) will follow the guidelines set forth in the *Mutual Threat Zone Operations Guideline* (MTZ) for that area (Exhibit "C"), including the latest approved version of the MTZ communications plan. Nothing in this Agreement is intended to amend or supersede the MTZ Agreement, and in the event of any conflict between this Agreement and the MTZ Agreement, the MTZ Agreement shall control.

8. Subject to any amendments to the Operating Plan agreed to by the Fire Chiefs, no payments of any kind shall be made between the Parties as compensation for services performed pursuant to this Agreement by normally staffed fire apparatus and identified overhead. Compensation for other services shall be as set forth in the Operating Plan (Exhibit "A"), as amended, on the date of delivery of such services through the cost apportionment process. The Fire Chiefs may agree to amend the compensation requirements in the Operating Plan. Automatic Aid shall not be utilized for non-emergency responses or station

coverage purposes. This coverage shall be ordered through the master mutual aid request process.

9. Each Agency may, upon its own initiative, go upon land which is within the boundaries of the other Agency to engage in emergency operations work without prior authorization, but such Agency shall provide notice to the other Agency of such work as soon as practical to do so; provided however, an Agency's forces shall not knowingly perform any act of a nature which will reflect to the discredit or which is contrary to the established policy of the other Agency.

10. When an emergency incident occurs along the border between protection jurisdictions, it is agreed that under no circumstances should there be any delay in response pending determination of the precise location. It is agreed policy that both Agencies shall send forces promptly to start appropriate action on borderline incidents.

11. Each of the Parties hereto shall be fully responsible for the preservation of evidence. Any incident related documentation shall be provided to the agency having jurisdictional responsibility as soon as practical following the close of the incident.

12. Each Party hereto shall defend, indemnify, and hold harmless the other Party and its respective council members, board members, officers, employees, and agents, from and against any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of any negligent or willful act or omission of such indemnifying Party or its officers, employees or agents, done or performed pursuant to the terms and conditions of this Agreement.

13. Joint training exercises and classes are to be carried out periodically under the direction of the Fire Chief or their designees for the purpose of maintaining efficient interdepartmental coordination.

14. This Agreement shall be effective as of the day and year hereinabove written and continue until terminated by either party by giving 90 (ninety) days written notice. Written notice shall be delivered or mailed to:

To OCFA:

Attn: Fire Chief
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

To CITY:

Attn: Fire Chief
Garden Grove Fire Department
11301 Acacia Parkway
Garden Grove, CA 92840

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF GARDEN GROVE

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

(SEAL)

Dated: _____

ORANGE COUNTY FIRE AUTHORITY

By: _____
Chairman, Board of Directors

ATTEST:

By: _____

Sherry A.F. Wentz
Clerk of the Authority

(SEAL)

EXHIBIT "A"
AUTOMATIC AID AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
CITY OF GARDEN GROVE
"OPERATING PLAN"

This "Operating Plan" is adopted pursuant to the Automatic Aid Agreement date _____, 20__, between the Orange County Fire Authority ("OCFA") and the City of Garden Grove Fire Department ("City"). City and OCFA are referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties". The following "Operating Plan" outlines the Dispatching and Emergency Incident Response elements to implement this Agreement.

This plan, and Exhibit "B" can be modified at any time with mutual written agreement by the Fire Chiefs for the Orange County Fire Authority and the City of Garden Grove Fire Department.

If the OCFA and the City are parties to a Mutual Threat Zone Operations Guideline (MTZ), it shall be included as Exhibit "C." Nothing in this Operating Plan is intended to amend or supersede the MTZ. In the event of any conflict between this Operating Plan and the MTZ, the MTZ shall control.

DEFINITIONS

- Battalion Chief:** An officer capable of and responsible for commanding incident resources and overall scene management.
- Engine:** An Engine Company resource as identified in FIRESCOPE ICS 420-1 as type, staffing, and equipment. Assigned personnel must be trained to EMT-Basic level in compliance with Orange County EMSA policy.
- Paramedic:** Fire Department resource providing advanced life support services in compliance with Orange County EMSA policy.

Truck: A Fire department resource capable of providing a minimum elevated stream and rescue capability of not less than 50 feet. Minimum staffing is three personnel.

EMERGENCY INCIDENT RESPONSE

1. Each of the Parties hereto will dispatch the appropriate apparatus and equipment to the geographical area noted in Exhibit "B", subject to availability of resources.
2. Both Agencies may provide to each other, upon request: any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This shall include Chief Officer response as well as approved apparatus and equipment upon request.
3. The services to be rendered pursuant to this Agreement shall consist of providing First Alarm Fire Response and Emergency Medical/Rescue Services, and each Agency agrees to also provide, where possible, all of its own additional apparatus and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries.
4. Map Exhibit "B" shows an area shaded in blue hash marks which designates the area within the City that the OCFA will automatically respond to with appropriate apparatus upon notification.
5. Map Exhibit "B" shows an area shaded in red hash marks which designates the area within the OCFA's jurisdiction that the City will automatically respond to with appropriate apparatus upon notification.

DISPATCH PROCEDURE

1. Dispatch into OCFA Automatic Aid areas per Exhibit "B" shall be as follows:

City agrees to provide, if available, the following resources:

In accordance with dispatch procedures, the first to fifth due engine, first battalion chief, truck/quint or paramedic to districts within the AUTHORITY's jurisdiction where CITY resources are closer, see Attachment B for responses.

*OCFA will provide standard response for type of incident or dispatch level in addition to the provided City resources.

2. Dispatch into City Automatic Aid areas per Exhibit "B" shall be as follows:

OCFA agrees to provide, if available, the following resources:

In accordance with dispatch procedures, the first to fifth due engine, first battalion chief, truck/quint or paramedic to districts within the CITY's jurisdiction where AUTHORITY resources are closer, see Attachment B for responses.

3. Upon receipt of an alarm involving these areas, the Agency receiving the alarm will immediately notify the Agency providing the resources.

4. Automatic Aid shall be performed for no compensation on staffed fire apparatus including Engines, Trucks, and Medic units. Unless reciprocal, this does not include identified "Specialty Apparatus" including:

Water Tenders
Helicopters
Type III Engines
Heavy Fire Equipment
Type VI Patrols
Foam Tenders

5. The Agency with jurisdiction over the Automatic Aid area receiving services shall compensate the Agency providing the services for all specialized services and equipment listed in Section 4. Such compensation shall be at the approved Assistance-by-Hire (ABH) rate.

6. Station coverage is not included in Automatic Aid, but may be requested separately, subject to availability and approval by both Agencies.

7. Automatic Aid shall apply only to emergency dispatches, and shall not apply to non-emergency situations such as water vacs, public assistance, etc.

Reviewed and Approved by:

Dated: _____

ORANGE COUNTY FIRE AUTHORITY

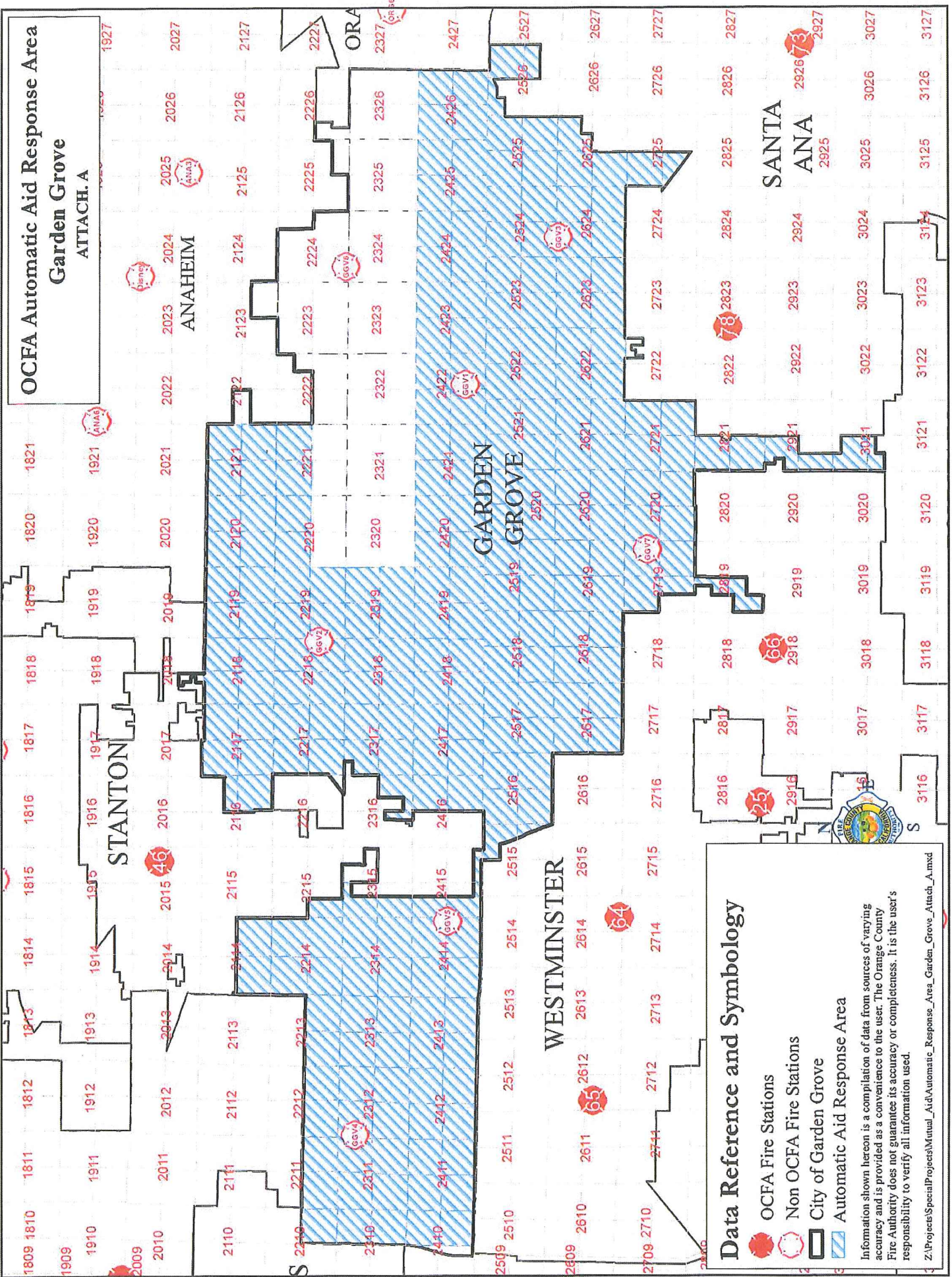
Keith Richter
Fire Chief

Dated: _____





CITY OF GARDEN GROVE FIRE DEPARTMENT

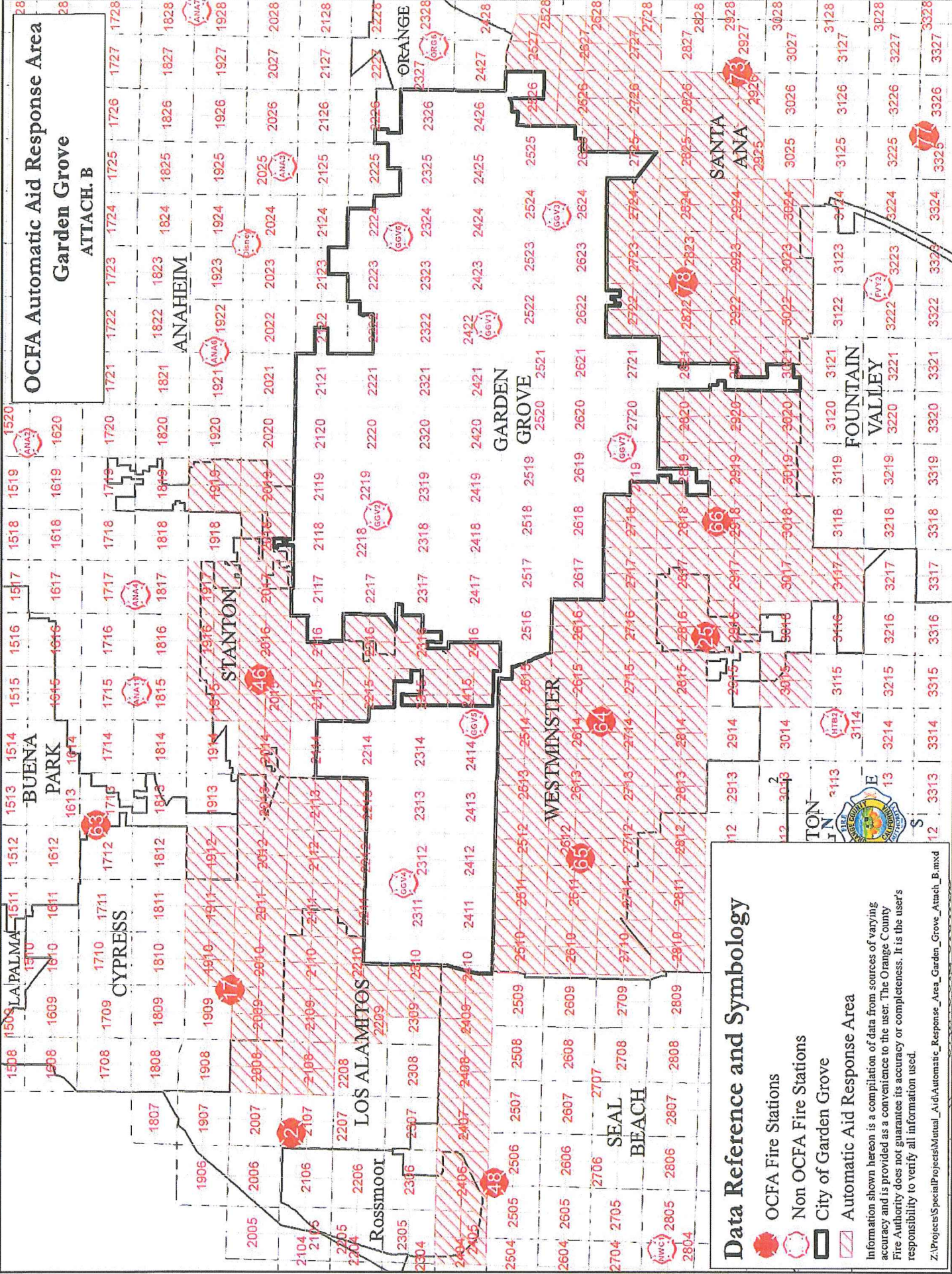
David Barlag
Fire Chief

OCFA Automatic Aid Response Area
Garden Grove
ATTACH. A







Data Reference and Symbology

-  OCFA Fire Stations
 -  Non OCFA Fire Stations
 -  City of Garden Grove
 -  Automatic Aid Response Area
- Information shown hereon is a compilation of data from sources of varying accuracy and is provided as a convenience to the user. The Orange County Fire Authority does not guarantee its accuracy or completeness. It is the user's responsibility to verify all information used.



Data Reference and Symbolology

-  OCFA Fire Stations
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Garden Grove/Orange County Fire Authority

Automatic Aid Agreement

1st Due	GGV03	2526wyz	2626wxy	2724wxz				
2nd Due	GGV03	2428x 2923x	2527wy	2722xz	2723wxyz	2822x	2823wx	2824wx
	GGV07	2722wy	2822wy					
	GGV01	2821x						
3rd Due	GGV03	2626z 2824yz	2627y 2825wy	2722y 2922z	2724y 2923w	2726xyz 2924wx	2727w	2823yz
	GGV07	2722xz	2821z	2822z				
	GGV01	2722w	2723wxy	2822w				
4th Due	GGV03	2527xz 3023w	2627w	2727y	2722w	2822w	2922xyz	2924yz
	GGV07	2723wxyz	2822x	2823w	2922wy	3021wxz	3022w	
	GGV01	2526w	2527wy	2722xy	2724wxy	2821z	2822y	
5th Due	GGV03	2428y 3024xy	2627xz	2727xz	2821x	2822z	3022x	3023xyzw
	GGV07	2724wy	2823x	2824wx	2922x	3022y		
	GGV01	2526yz 3022w	2722z	2723z	2724z	2822x	2823w	2922wy
	GGV06	2428x	2526w	2527wy	2625z	2722x		

Orange County Fire Authority/Garden Grove

Automatic Aid Agreement

1st Due None

2nd Due ORC 71 2625wxy, 2725wya
ORC 78 2622yz, 2623wyz, 2624xyz, 2721, 2821wy, 2921w, 2921y, 3021wy

3rd Due ORC 66 2721y, 2821wy
ORC 71 2624xz
ORC 78 2621l3, 2621yz, 2622l1,l2,l3,w,x, 2623l1,l2, 2625wy, 2725w,ya

4th Due ORC 66 2621z
ORC 71 2624y
ORC 73 2625y, 2725w,ya
ORC 78 2621wx, 2624w

5th Due ORC 25 2621y
ORC 66 2621wyz, 2721wxz
ORC 71 2625wl
ORC 73 2624z, 2625x