

29742

**AUTOMATIC AID AGREEMENT BETWEEN
THE ORANGE COUNTY FIRE AUTHORITY AND
THE CITY OF LONG BEACH FIRE DEPARTMENT**

This Agreement is made and entered into on July 10, 2017, by and between the ORANGE COUNTY FIRE AUTHORITY, a public entity (hereinafter referred to as "OCFA") and the City of Long Beach, a municipal corporation, by and through the Long Beach Fire Department (hereinafter collectively referred to as the "City"); City and OCFA are also referred to individually herein as the "Party" or the "Agency", and are collectively referred to herein as the "Parties".

WHEREAS, on January 11, 2005, the Long Beach City Council authorized the City to execute an Automatic Aid Agreement, amendments thereto or restatements thereof, and related Memorandum of Understanding(s) ("MOU"); and

WHEREAS, on April 27, 1995, the OCFA Board of Directors authorized the Director of Fire Services to execute and renew Automatic Aid Agreements and Mutual Aid Agreements as necessary; and

WHEREAS, the Parties entered into an Automatic Aid Agreement For Exchange of Fire, Rescue, and Emergency Medical Services on June 22, 2006 (Contract No. 29742), and a related MOU dated August 6, 2007, and now desire to replace those agreements per their authority granted therein; and

WHEREAS, 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

WHEREAS, the Parties both desire that in some circumstances the Long Beach Fire Department 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, according to the Automatic Aid boundaries specified on Exhibit "B" attached hereto.

NOW, THEREFORE, FOR 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 mutual 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, nor the Region 1/Los Angeles County Area F 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. 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 the following categories of services performed pursuant to this Agreement is limited to 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.

8. 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.

9. 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.

10. 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.

11. Notwithstanding the provisions of Government Code section 895.2, each Party hereto shall defend, indemnify, and hold harmless the other Party and its respective officers, employees, agents, and representatives 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. Neither Party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, employees or representatives. Neither Party waives any of the immunities provided by the Government Code or other applicable provisions of federal, state or local law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.

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

13. 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
City of Long Beach Fire Department
3205 Lakewood Boulevard
Long Beach, CA 90808

14. This Agreement replaces any existing automatic aid agreement and related MOU in effect between OCFA and the City.

[Signatures on Following Page]

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.

CITY OF LONG BEACH

Dated: 7/6/17

By: 
Patrick H. West, City Manager


EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.


Assistant City Manager

Dated: 7-10-17

By: 
Michael DuRee, Fire Chief

APPROVED AS TO FORM:
Charles Parkin
City Attorney

By: 
Deputy City Attorney

Dated: 6/29/17

ORANGE COUNTY FIRE AUTHORITY

Dated: 6/1/17

By: 
Jeff Bowman, Fire Chief

APPROVED AS TO FORM:
David E. Kendig
General Counsel

By: 
General Counsel

Dated: 6/1/17 ²⁷¹

EXHIBIT "A"

AUTOMATIC AID AGREEMENT

BETWEEN

ORANGE COUNTY FIRE AUTHORITY

AND

CITY OF LONG BEACH FIRE DEPARTMENT

"OPERATING PLAN"

This "Operating Plan" is adopted pursuant to the Automatic Aid Agreement dated July 10, 2017, between the Orange County Fire Authority ("OCFA") and the City of Long Beach 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 Long Beach 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. (Note: No MTZ exists as of this Operating Plan)

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 their local EMSA policies.

Paramedic: Fire Department resource providing advanced life support services in compliance with their local EMSA policies.

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.

Patrol Unit: A patrol vehicle is an Engine Company resource as identified in FIREScope ICS 420-1 as type, staffing, and equipment. It is equipped with a Compressed Air Foam System (CAFS) for initial attack and structure protection assignments on wildland and urban interface fires.

Fire Boat: A Fireboat as identified in FIREScope ICS 020-1, type 1, 41,000 GPM, with foam, crane, dive support, rescue platform, command center, de-contamination corridor, medical treatment area and at least one paramedic.

Rescue Boat: A type 3 Fire Boat capable of pumping up to 500 GPM, equipped with emergency dewatering capabilities and rescue divers capable of making immediate emergency dives to 130 feet. Underwater sonar equipment is available for low visibility rescue operations.

Foam Unit: It is identified as a manifold (no pump) with 1320 gallons of Class B foam, capable of flowing up to 3000gpm. It is cross staffed with Engine personnel. It responds as a Task Force with an Engine Co."

Paramedic Rescue: A Fire Department resource identified in FIREScope ICS 420-1 as a Type I medical transport unit having ALS and transport capabilities

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:

Medical Aid – One Engine Company or Truck Company, and/or one Paramedic Rescue. (ALS or BLS as requested).
(automatic response upon notification)

Structure Fire – One Engine Company and/or Truck Company
(automatic response upon notification)

Vegetation Fire – One Engine Company
(automatic response upon notification)

Other Fire – One Engine Company and/or Truck Company
(automatic response upon notification)

Marine Response – One or Two Rescue Boat(s) and/or One Fire Boat

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:

Medical Aid – One Engine Company or Truck Company, and/or one Paramedic unit. (ALS or BLS as requested).
(automatic response upon notification)

Structure Fire – One Engine Company and/or Truck Company
(automatic response upon notification)

Vegetation Fire – One Engine Company or Patrol Unit
(automatic response upon notification)

Other Fire – One Engine Company and/or Truck Company
(automatic response upon notification)

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

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
- Type III Engines
- Heavy Rescue
- HAZMAT
- Heavy Fire Equipment
- Hand Crew

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. The OCFA may provide upon request, if available, and with the approval of the Duty Chief, one helicopter into areas of Long Beach Fire Department jurisdiction, for a single period of two hours, or one fuel cycle. After the first two-hour fuel cycle period of unreimbursed aid, use of the helicopter will be reimbursed as Assistance for Hire at the OCFA Board approved Forest Agency rate, plus additional expended costs for a required helicopter support vehicle. Helicopter use will be limited to fire suppression, rescue and emergency medical aid missions (on and off shore).

7. The City may provide upon request, if available, and with the approval of the Duty Chief, the appropriate marine (Fire and Rescue Boat) and Foam Unit assets into areas of OCFA, for a period of four (4) hours. After the first four-hour period of unreimbursed aid, use of the marine assets will be reimbursable as Assistance for Hire at the City approved California Fire Assistance Agreement rate. Any additional expended costs for foam used at the request of OCFA will be reimbursed at replacement cost.

8. Station coverage is not included in Automatic Aid, but may be requested separately, subject to availability and approval by both Agencies. If approved, station coverage shall be compensated based on the agreement of the two Agencies as appropriate.

9. 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:


CITY OF LONG BEACH

Dated: 7.10.17

By: 
Michael DuRee, Fire Chief

ORANGE COUNTY FIRE AUTHORITY

Dated: 7/17/17

By: 
Jeff Bowman, Fire Chief

APPROVED AS TO FORM

June 29, 20 17
CHARLES PARKIN, City Attorney

By: 
MONICA J. KILAITA
DEPUTY CITY ATTORNEY

Exhibit B
Automatic Aid Agreement Response Map
 Orange County Fire Authority
 and
 City of Long Beach Fire Department

