

RESOLUTION NO. 2017-12

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2017, AUTHORIZING THE MARINA FIRE DEPARTMENT TO MODIFY AN AUTOMATIC AID AGREEMENT WITH THE NORTH COUNTY FIRE PROTECTION DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Marina Fire Department has the desire to modify the Automatic Aid Agreement with the North County Fire Protection District; and

WHEREAS, the Automatic Aid Agreement will enhance overall response to emergencies as outlined in the Operational Plan for Automatic Aid attached as (“**Exhibit A**”) to this Resolution; and

WHEREAS, Mutual Aid as defined by the Monterey County Chiefs Operational Manual and California’s Master Mutual Aid Plan will not be affected by this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marina as follows:

1. The City Council authorizes the Marina Fire Department to modify an Automatic Aid Agreement with the North County Fire Protection District, and;
2. The City Council authorizes the City Manager to execute the agreement on behalf of the City subject to final review and approval by the city attorney, and;
3. The Fire Chief is delegated the responsibility to implement this Agreement through an Operational Plan.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of February, 2017 by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Morton, O’Connell, Brown, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce Carlos Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A

AUTOMATIC AID OPERATIONAL PLAN FOR THE MARINA FIRE DEPARTMENT AND THE NORTH MONTEREY COUNTY FIRE PROTECTION DISTRICT

Purpose:

This document is to serve as the operational plan to facilitate the Automatic Aid Agreement between the Marina Fire Department and the North Monterey County Fire Protection District.

This plan will include the following items:

- **Areas of Response**
- **Guidelines Governing Response to an Emergency**
- **Types of Responses**
- **Command and Control**
- **Communications/Dispatch**
- **Resource Availability**
- **Incident Reports**
- **Joint Training**
- **Areas of Response**

Each jurisdiction will provide automatic aid as follows:

1. Marina Fire Department shall respond into those areas delineated and enclosed by a solid line on the attached map identified as “MAR-1 and MAR-2” as shown on Exhibit D.
2. North County Fire shall respond into those areas delineated by the green and yellow shaded area on the attached map shown as Exhibit C.

Guidelines Governing Response to an Emergency

Emergencies which require the use of red lights and sirens by responding fire vehicles shall be part of this agreement. Calls for public service, post fire investigations and responses which do not require the use of red lights and sirens by responding fire vehicles shall not be a part of this

agreement. These calls shall be handled by the responsible jurisdiction or through day-to-day mutual aid.

Types of Responses

Marina Fire Department shall provide automatic aid to the MAR-1 and MAR-2 areas as shown on Exhibit D as follows:

- Confirmed Structure Fires: 1-Type I Engine

Marina Fire Department shall provide automatic aid to the MAR-2 area as shown on Exhibit D as follows:

- Wildland Fire: (During Fire Season) 1-Type III Engine
- Vehicle Accidents/Plane down: 1-Type I Engine

North County Fire shall provide automatic aid to the Marina Station 1 area as shown on Exhibit C:

- Confirmed Structure Fire: 1-Truck Company
- Wildland Fire: (During Fire Season) 1-Type III Engine
- Vehicle Accidents/Plane down: 1-Type I Engine

North County Fire shall provide automatic aid to Marina Fire on Hwy 1 from North Counties Southern Boundary to Reservation Road:

- Vehicle Accidents/Plane down: 1-Type I Engine

Command and Control:

The first arriving officer shall assume command and control of the incident as the Incident Commander until specifically relieved by an officer of the Jurisdictional agency.

COMMUNICATION /DISPATCH

Automatic Aid will be dispatched by the Emergency Communications Center after interrogation of the reporting party.

All communication will follow the Communications plan adopted by the Monterey County Fire Chief's Association.

Resource Availability

Neither agency is obligated to send resources to an incident if it depletes resources below an acceptable level as determined by that agency. If an agency is unable to respond it will notify the Communication Center immediately by radio so that the other agency can request another engine.

If due to, lack of Engines for an extended period of time, such as break down or out of County Strike Teams, the agency will notify the other that the automatic aid agreement will not be honored and when it will be reinstated.

Jurisdictional Responsibility

When both jurisdictions are responding to an emergency along a common border and jurisdictional responsibility has been identified by the arriving units, the jurisdiction providing aid in accord with this agreement shall work under the direction of the responsible jurisdiction.

Incident Reports

Jurisdictional agency shall be responsible for their incident reports. It will be the responsibility of the first arriving unit or officer to obtain all information and forward the pertinent information to the agency having jurisdiction if they are not at scene.

Joint Training

Both parties to this agreement shall schedule and participate in joint training exercises as mutually agreed upon time and locations in order to insure that optimum performance levels are maintained.

“MAR-1” Response Area (Street Name and Address Range)

- Highway 1 to Nashua Road/Molera Road
Monte Road at Del Monte Blvd to Nashua Road to include 315 Neponset Rd. (Dole Plant)
- Monte Road & Nashua Road to Highway 1

“MAR-2” Response (Street Name and Address Range)

- North County Fire Station One response zone which includes
 - Castroville and surrounding areas
 - Moss Landing
 - Oak Hills

Marina Station One Area (Street Name and Address Range)

- Highway 1 to North end of Del Monte Blvd
- Del Monte Blvd & Lapis Road to Marina Greens Drive
- Monterey Regional Environmental Park (14201 – 14811 Del Monte Blvd.)
- Highway 1 to Reservation Road

Marina Highway 1 Automatic Aid:

- Hwy 1 from Reservation Road north to the Southern North County boundry.

EFFECTIVE DATE

This agreement will take effect upon the date signed by both parties.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party, provided written notification has been received by the other at least 30 days prior to the termination date. Any amendments here to must be accomplished upon mutual agreement and by execution of an instrument in writing by both parties.

Marina Fire Department

By: _____
Doug McCoun, Fire Chief Date

North Monterey County Fire Protection District

By: _____
Chris Orman, Fire Chief Date

Exhibit B

AGREEMENT FOR MUTUAL EXCHANGE OF SERVICES, AUTOMATIC AID BETWEEN THE MARINA FIRE DEPARTMENT AND NORTH COUNTY FIRE PROTECTION DISTRICT

This AGREEMENT, made and entered into this 7th day of February 2017, by and between the Marina Fire Department, herein after called "Marina Fire", and the North County Fire Protection District, herein after called "North County".

WITNESSED:

WHEREAS, the parties hereto desire to provide for the exchange of fire suppression, medical and rescue services and

WHEREAS, such agreement is authorized by Title I, Division 7, Chapter 5 of the Government Code of the State of California, which authorizes the joint exercise, by agreement, of two public agencies of any power common to them.

NOW THEREFORE, the parties hereto agree as follows:

1. This agreement is for the purpose of performance by each party hereto of emergency services within the boundaries of the other party hereto under the circumstances and terms provided in his agreement.
2. Each party shall be responsible for Worker's Compensation coverage for its own employees.
3. North County shall respond to any emergency call in the Marina Fire jurisdiction as approved by both Fire Chiefs and in accordance with the instructions given to the Monterey County Emergency Communications Center by Marina Fire.
4. Marina Fire shall respond to any emergency call in the North County jurisdiction as approved by both Fire Chiefs and in accordance with the instructions given to the Monterey County Emergency Communications Center by North County.
5. The Fire Chiefs shall develop and implement an Operational Plan to facilitate this agreement and shall revise said plan as may be necessary.
6. This mutual exchange of services shall be without payment of any consideration other than such services.
7. Persons employed by one party hereto in the performance of services and functions pursuant to this agreement shall have no claim to pension, civil service of other employee rights granted by the other party hereto to its officers and employees.
8. Neither party hereto, its officers, nor employees, shall be deemed to assume any liability for the negligence of the other party.
9. This agreement shall become effective on the date mentioned above and may be terminated by either party upon written notice to other party.
10. This agreement may be renewed by mutual agreement of the parties by resolution adopted by the governing bodies thereof.

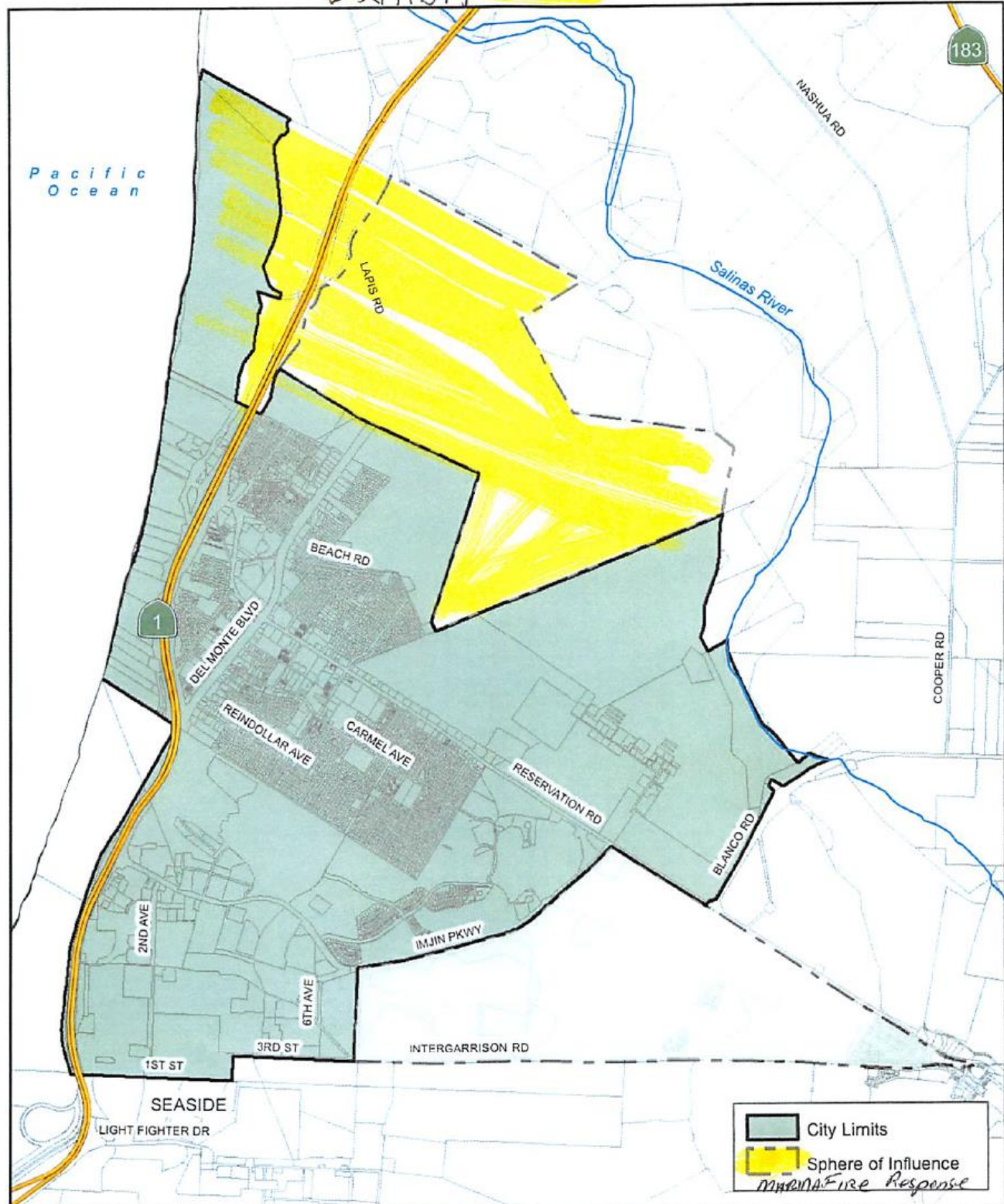
NOTWITHSTANDING the provisions expressed heretofore, either party may terminate this agreement upon written notice to other party not less than thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties to this agreement have caused this agreement to be executed by their proper officers.

Layne Long, City Manager
City of Marina

Chris Orman, Fire Chief
North County Fire Protection District

Exhibit C



Note: Marina Fire responsibility area includes the Green and Yellow shaded areas.

Exhibit D

Auto Aid Zones

-  MAR-1 Marina City E1 for SF, VA, PD & WF
-  MAR-1 Marina City E3 for WF*
-  MAR-2 Marina City E1 for SF

North County Response Zones

-  Station Boundary Lines
-  SRA - East of Red Line
-  NCD Single Engine for WF West Orange Line
-  NCD Single Engine for VA Response Area

Abbreviations Legend

- TC = Truck Company
- E1 = Type 1 Engine
- E3 = Type 3 Engine

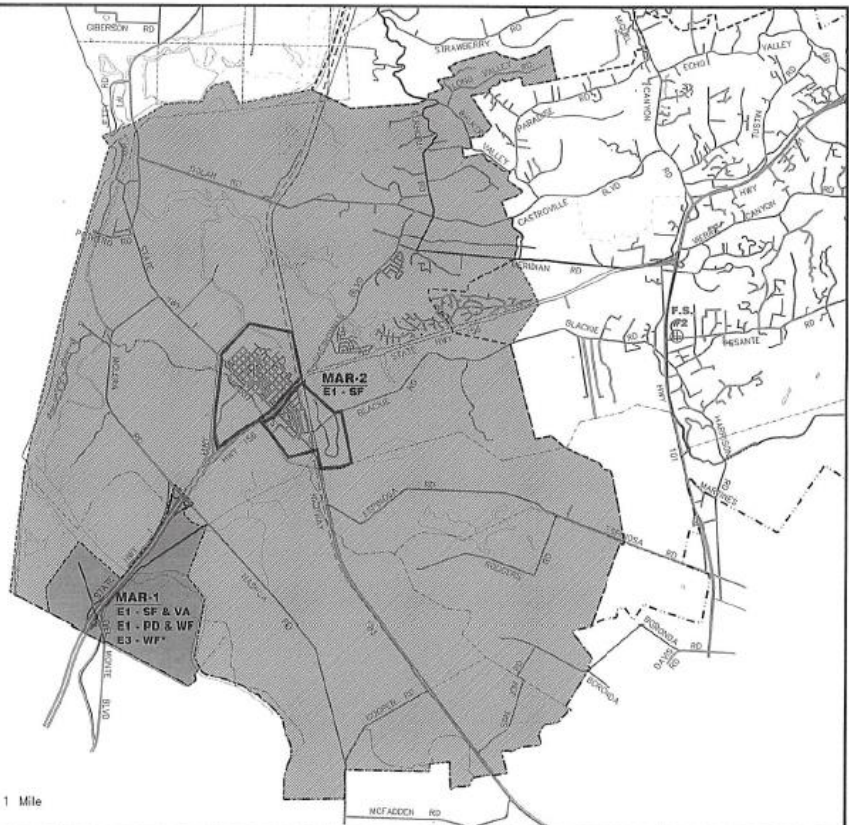
Response Type Abbreviations

- PD = Plane Down
- SF = Structure Fire
- VA = Vehicle Accident
- WF = Wildland Fire
- WF* = Wildland Fire (During Fire Season)

NCD to MAR

- E1 for Vehicle Accidents, Structure Fires, Plane Down, and Wildland Fires
- E3 engine during Wildland season
- Hwy 1 from district boundary to Reservation Rd, Louis Rd and Del Monte Blvd from district boundary to Marina Greens Drive.

SCALE 1" = 1 Mile



01.17.2017

MARINA AUTO AID

February 1, 2017

Item No. **8g(2)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of February 7, 2017

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2017,
AUTHORIZING THE MARINA FIRE DEPARTMENT TO MODIFY AN
AUTOMATIC AID AGREEMENT WITH THE NORTH COUNTY FIRE
PROTECTION DISTRICT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2017-, authorizing the Marina Fire Department, to modify the current Automatic Aid Agreement with the North County Fire Protection District and;
2. Authorize the City Manager to execute the agreement on behalf of the City and sign the agreement subject to final review by the City Attorney.
3. Delegate the responsibility to implement this Agreement through an Operational Plan.

BACKGROUND:

Resolution 2002-58 authorized the Automatic Aid agreement and the Operational Plan between the Marina Fire Department, herein after called “Marina Fire” and the North Monterey County Fire Protection District, herein after called “North County” to operate within a mutually beneficial Automatic Aid Agreement that encompasses an area from Hwy 1 and Reservation Road to Hwy 1 and Nashua/Molera Road.

Currently, North County responds to Marina Fire for Vehicle Accidents on the Highway and Structure Fires on the northern Marina Fire boundary. Marina Fire responds to Vehicle Accidents and Fires from the northern border of Marina Fire to Highway 1 and Nashua/Molera Road.

ANALYSIS:

The current agreement has proven to be mutually beneficial to Marina Fire and to North County. The agreement has enhanced the service delivery to our constituents, provided additional resources on initial dispatch, and reduced response times and confusion for both agencies.

To further enhance the service level for the citizens of Marina and for North County, both Marina Fire and North County agree that our existing agreement should be modified. We both agree that the following modification would be mutually beneficial. North County will respond a Truck to all confirmed structure fires within the Marina Fire response area. Marina Fire will respond a Type One engine to confirmed fires within North County’s Station One area. All other terms of the agreement would remain the same.

Marina Fire has had 19 confirmed structure fires in 2015 and 24 confirmed structure fires in 2016. North County's Station One had 10 confirmed structure fires in 2015 and 9 confirmed structure fires in 2016.

The Automatic Aid Agreement, **EXHIBIT B**, will enhance overall response to emergencies as outlined in the Operational Plan for Automatic Aid between Marina Fire and North County. (**“EXHIBIT A”**). The Automatic Aid Agreement will only effect the areas as defined in the Operational Plan. Mutual Aid as defined by the Monterey County Chiefs Operational Manual and California Master Mutual Aid Plan will not be affected by this agreement.

In the Operational Plan for Automatic Aid, neither agency is obligated to send resources to an incident if it depletes resources below an acceptable level as determined by the agency. Attached to this document is the map outlining response areas affected by the Automatic Aid Agreement.

Under the Automatic Aid agreement, a minimum of 14 firefighters will be dispatched to a confirmed fire within the City of Marina which brings us into compliance with NFPA 1710 for fires in a single family dwelling. NFPA requires a minimum of 14 fire fighters to a confirmed structure fire in a single family dwelling. Commercial fires require more personnel. We will also benefit from having a truck company dispatched to a confirmed fire within the City which will assist us with our larger buildings.

FISCAL IMPACT:

None. Each party shall bear its own respective costs for staff and equipment support allocated to the services provided under this Agreement, therefore there is no direct cost associated with this Agreement.

CONCLUSION:

This recommendation is submitted for City Council consideration and possible action.

Respectfully submitted,

Doug McCoun,
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne Long,
City Manager
City of Marina