

October 22, 2011

Steve Bunting  
3198 Bonn Dr.  
Laguna Beach, CA 92651

Mr. Patrick Alford, Planning Manager  
City of Newport Beach Community Development  
3300 Newport Blvd.  
Newport Beach, CA 92658-8915

RE: Comments regarding the Newport Banning Ranch Draft Environmental Impact Report;  
Section 4.14 PUBLIC SERVICES AND FACILITIES, Subsection 4.14.1 FIRE PROTECTION.

Dear Mr. Alford:

Thank you for the opportunity to comment on the Newport Banning Ranch Draft Environmental Impact Report (DEIR). Please include the following comments and concerns in the official record for this project. The comments provided in this letter apply to the entirety of the DEIR, including the Executive Summary and the Cumulative Impact Report.

My comments are divided into two sections: The first section deals with errors and inaccuracies in the text found throughout Section 4.14.1 and all other affiliated or referenced sections of the DEIR. The second section addresses adequacy of the analysis and the mitigations proposed.

**Section 1, Errors and Inaccuracies;**

SECTION 4.14.1 FIRE PROTECTION:

Methodology:

The DEIR incorrectly states that the report by Fire Force One (Appendix K) evaluated the ability of the fire department to adequately respond to the City as a whole. The study was focused on the ability of the department to provide adequate coverage to the proposed project and to evaluate coverage of the west side of Newport Beach in the event a fire station is relocated. The study area was limited to the portion of the City located west of the Back Bay, including the Balboa Peninsula, the Lido Peninsula and Lido Island.

Beginning with the "Methodology" section and continuing throughout the DEIR, the author incorrectly characterizes "automatic aid" as "mutual aid". The proper use of the term mutual aid is in reference to agency participation in the "*State of California Disaster and Civil Defense Master Mutual Aid Agreement*" (CALMMAA), which was first created in 1950 and of which all public agencies in the state of California are signatories.

In 1957, the City of Newport Beach entered into a local mutual aid agreement with the cities of Costa Mesa, Huntington Beach, Laguna Beach, Santa Ana, San Clemente and the County of Orange. This agreement has become functionally obsolete. In addition to the loss of two of the cosignatories, the agreement was replaced by the "*Orange County Fire Services Operational Area Mutual Aid Plan*" (OCMAP). The purpose of the OCMAP is the implementation of the CALMMAA at the county Operational Area level for major emergencies, not day to day operations. Requests for mutual aid are evaluated by the Operational Area case by case on an as-needed, as-requested and as-approved basis prior to the dispatch of the requested resources.

A system of day in and day out cooperative response between local fire agencies is known as automatic aid. Automatic aid is assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged "as needed". True automatic aid must meet the following conditions:

- It must be prearranged for first-alarm response according to a definite plan. It is preferable to have a written agreement, but may also be demonstrated performance or past practice.
- The aid must be dispatched as part of the initial alarm and without human efforts to relay a message between dispatch centers.
- The aid must be provided 24 hours a day, 365 days a year.
- The communities should have common mobile and portable radio-frequency capability.

The City of Newport Beach has entered into automatic aid agreements with the cities of Huntington Beach, Costa Mesa, Laguna Beach and the Orange County Fire Authority. The agreements are very general in nature assigning costs and responsibilities as well as indemnifying each party. They also grant the fire chief the authority to enter into a memorandum of understanding (MOU) with each corresponding fire chief. They do not prescribe the amount of resources to be dispatched or the response areas that will be covered by each department.

The MOU's between each of these departments and the Newport Beach Fire Department (NBFD) provide only slightly more detail. The MOU's define types of equipment and staffing levels for each type of apparatus. The MOU also states the maximum amount of equipment that can, on a pre-approved basis, be sent by one agency to another, provision of maps, training and dispatch responsibilities. The MOU's do not in any way establish automatic "first-in" coverage in which a unit from one city routinely and automatically responds as the first piece of equipment to an emergency in another city's jurisdiction.

All references within the DEIR to mutual aid should be changed to automatic aid or as- needed aid, whichever is appropriate.

Existing Conditions:

The City of Costa Mesa provides automatic aid to a single neighborhood known as “Newport Terrace” located north of 19<sup>th</sup> Street. The Newport Terrace residential neighborhood is non-contiguous to the rest of Newport Beach. Costa Mesa also automatically provides a truck company as part of a first alarm response to some areas on the west side of Newport Beach. In exchange, Newport Beach Fire Station 6, located at Irvine Bl. And Dover Dr., responds into a portion of Costa Mesa located closer to Station 6 than to any Costa Mesa Station. This is a cooperative agreement between the fire chiefs and is not described in either the Automatic Aid Agreement or the MOU.

While fire and EMS units do cross jurisdictional boundaries, the closest unit available is not always the unit that is dispatched.

Fire Department Response Time and Number of Calls for Service:

The text leads the reader to believe that the fire department’s policy manual (SOP) was approved in 2010. This is incorrect as the Department has had a policy manual for at least the past 40 years. Policy 3.A.201, “*Fire Department Response Objectives*”, was first adopted in March of 2004. The policy was updated in January of 2010 subsequent to the adoption of a national response time standard by the National Fire Protection Association (NFPA 1710) in order to be consistent with the national minimum standards.

The maximum response times listed in the Nbfd SOP manual, and quoted in this section of the DEIR, are intended to be met 90% of the time. Acceptable delays that can be attributed to the remaining 10% include units out of service for training and maintenance, the closest unit is already assigned to another call, fire inspections in which the crew is a distance away from their apparatus and similar instances. It is not, as is commonly believed, a response time standard that allows 10% of the response district to lie outside the maximum response time area.

CUMMULATIVE IMPACT ANALYSIS;

SECTION 5.4.14 PUBLIC SERVICES AND FACILITIES:

Project Impact Summary:

Within this summary, it is stated that “As discussed in Section 4.14.1, no Project-specific impacts on public services and facilities were identified” This is incorrect; the Service Response portion of Environmental Impact Threshold 4.14-1 clearly states the need to relocate a fires station closer to the proposed development, or to construct a temporary station within the development until the existing facility can be relocated.

Geographic Context:

This paragraph states that “With respect to fire protection services, the proposed Project assumes that adequate fire protection would be provided by the City of Newport Beach as well as the use of the City’s Mutual Aid Agreement with the Orange County Fire Authority and the Cities of Costa Mesa, Santa Ana and Huntington Beach.”

This is incorrect; the Service Response portion of Environmental Impact Threshold 4.14-1 clearly states the need to relocate a fire station closer to the proposed development or to construct a temporary station within the development until the existing facility can be relocated. As stated previously, the term Mutual Aid is used incorrectly in this paragraph as there is only a verbal agreement with the City of Costa Mesa covering a narrow geographic area of Newport Beach known as Newport Terrace.

Cumulative Impact Analysis:

Fire Protection:

Again, this section grossly misuses the terms mutual aid and automatic aid. Additionally, we see for the first time the invention of a new term “automatic mutual aid”. This section also repeats the common misconception that “...the closest emergency response unit is dispatched to the emergency, regardless of jurisdictional boundary

Within the sentence “The Project would increase demand for fire protection services; this demand would cumulatively contribute to the need for the replacement of Fire Station Number 2.”, the word “replacement” is incorrect as the DEIR calls for the actual relocation of Fire Station 2.

Mitigation Measures:

MM4.14-1

MM 4.14-1 identifies three planning areas and the resort inn as areas in which a Certificate of Occupancy (CofO) shall not be issued for any type of occupancy unless Fire Station 2 has been relocated in order to satisfy the fire department’s response guidelines as detailed in the Fire Force One study (Appendix K). While the Fire Force One study does generally identify planning areas 10a, 10b and 12b as the areas of the development that lie beyond the Nbfd response time standard, the resort inn, located within planning areas 13a and 13b is identified as being within the response time standard of the

existing fire station. Only residential and commercial structures included within planning areas 10a, 10b and 12b should be included in this mitigation.

MM4.14-3

As in MM.14-1, MM4.14-3 improperly includes the resort inn. Only residential and commercial structures included within planning areas 10a, 10b and 12b should be included in this mitigation.

MM14.4-3 states that the “Applicant shall provide and improve a site within the Project site boundaries for a temporary facility of sufficient size to accommodate one engine company and one paramedic ambulance”. The Fire Force One study identified planning areas 10a, 10b and 12b as being deficient with regard to the response time of the first arriving engine company. The study concluded that the entire development was within the response time standard for an advanced life support unit (paramedics) from NBF’s existing facilities. The temporary facility, therefore, would not need to house a paramedic apparatus or crew.

**Section 2, Inadequacy of the Analysis;**

MM4.14-2

MM4.14-2 states that the applicant shall pay the City of Newport Beach a “fire facilities impact fee” equal to its fair share of costs to relocate Fire Station 2. While it is impossible to determine an exact cost for such a move at this time, it is possible to determine what percentage of the cost will be attributable to the development. Since the only reason to relocate the station is arguably to better serve the proposed development, 100% of the cost could be attributed to the development. However, consideration must be given to the fact that the existing Fire Station 2 is aged and not in compliance with seismic standards for such a facility and was already on the City’s list of facilities to be upgraded. There is also value to the community in relocating the station outside of an identified seismic liquefaction zone that must also be considered in establishing a fair share percentage.

MM4.14-3

MM4.14-3 states that ...“Applicant shall provide and improve a site within the Project site boundaries for a temporary facility of sufficient size to accommodate one engine company and one paramedic ambulance of at least nine firefighters on a 7-day/24-hour schedule prior to the issuance of certificates of occupancy for any development in the said Planning Areas. The site shall be within the Project limits of disturbance approved as a part of the Project such that no new environmental effects would occur”.

MM4.14-3 is deficient in several areas: It does not state that a site will be selected that is approved by the Nbfd. It does not state where the temporary station will be located, or which other use will be displaced by the station. It also does not state a minimum size of the site. A sufficient site for a fire station is between ½ and ¾ of an acre for a single engine company. This size permits the housing of the crew and apparatus, off street parking for crews going both on and off duty as well as space to park the apparatus outdoors, but still secured, onsite. The selected site should also be large enough to allow for drive-in rear access for the apparatus.

Neither MM4.14-3, nor any of the other mitigations considers the possibility that the City will not relocate the existing Fire Station 2 and that a permanent site within the development will need to be selected. Since it is possible that the City will not relocate Fire Station 2, it is important to identify a permanent site of suitable size and character that meets with the approval of the Nbfd prior to any environmental approval. If the same site as the temporary site is selected, the DEIR should explain how coverage will be provided to the deficient planning areas during demolition of the temporary station and construction of the permanent station.

In conclusion, I believe that the errors, inaccuracies and inadequacies found within the fire protection portion of Section 4.14 render that section of the Environmental Impact Report unusable for the purpose of adequately evaluating fire, rescue and emergency medical services for a project of this significance.

Again, thank you for the opportunity to make these comments. If there are any questions, I may be contacted at [Stevebunting@cox.net](mailto:Stevebunting@cox.net).

Sincerely,

A handwritten signature in black ink that reads "Steve Bunting". The signature is written in a cursive, flowing style with a long horizontal stroke at the end of the name.

Steve Bunting