(323) 881-2401

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUEST FOR APPROVAL OF MUTUAL AID AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE UNITED STATES AIR FORCE, EDWARDS AIR FORCE BASE (5th DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Find that this Agreement is exempt from the California Environmental Quality Act.

2. Approve and instruct the Chairman of the Board to sign the attached Mutual Aid Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the United States Air Force, Edwards Air Force Base (Air Force) effective upon Board approval and remaining in effect until terminated by either party.

3. Delegate the authority to the Fire Chief of the District to renew or amend future Mutual Aid Agreements with the Air Force.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement is a renewal of the existing 1993 Agreement (No. 67031 dated September 7, 1993) with the Air Force and the Fire District. The Air Force is requesting the Agreement be revised in conformance with Air Force regulations relating to format and with its general policy of reviewing agreement terms periodically.

FISCAL IMPACT/FINANCING

Services are provided on a reciprocal basis; neither party shall be entitled to compensation of normal operational costs incurred for services rendered under this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will supersede the previous Agreement No.67031 executed September 7, 1993. This Agreement will be effective upon execution by your Board and will remain in effect until terminated by either party.

County Counsel has approved this Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Agreement will allow our two agencies to continue to provide mutually beneficial emergency services to each other on a reciprocal basis.

CONCLUSION

Please instruct the Executive Officer, Clerk of the Board to return the following to this office:

· Two (2) copies of the Minute Order and/or this approved letter, as applicable.

· Two (2) copies of the Agreement.

The Fire District will return one (1) copy of the Agreement to the Air Force per the Air Force's request.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:kc

Enclosure

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

MUTUAL AID AGREEMENT BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE UNITED STATES AIR FORCE, EDWARDS AIR FORCE BASE FOR EXCHANGE OF FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT RESPONSE

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, by and between the United States Air Force, Edwards Air Force Base, hereinafter referred to as "Air Force," and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District."

W I T N E S S E T H

WHEREAS, each of the parties hereto maintains equipment and personnel for fire protection and hazardous materials incident response within its own jurisdiction and areas; and

WHEREAS, the parties hereto desire to augment the fire protection available in their respective establishments, districts, agencies, and municipalities in the event of large fires or conflagrations; and

WHEREAS, it is the policy of the Air Force and the municipalities of other districts and of their governing bodies to conclude such agreements wherever practicable; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another; and

WHEREAS, this agreement is authorized and provided for by the provisions of the Health and Safety and Government Codes of the State of California and acts and statutes of the Federal Government, where applicable.

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agrees to as follows:

I. The Air Force agrees to provide a designated fire or hazardous materials

response upon request by a senior officer of the District, to that area located within the jurisdiction of the District.

II. In return for the service to be provided by the Air Force, the District agrees to provide a designated fire or hazardous materials response upon request by a senior officer of the Air Force, to that area located within the jurisdiction of the Air Force.

III. Upon receipt by the District of an alarm within the jurisdiction of the District, the District, as the jurisdictional agency, will dispatch its nearest available and appropriate designated fire or hazardous materials response to that alarm and also notify the Air Force who will, in turn, dispatch the agreed-upon response in accordance with Paragraph V hereinbelow.

IV. Upon receipt by the Air Force of an alarm within the jurisdiction of the Air Force, the Air Force, as the jurisdictional agency, will dispatch its nearest and appropriate designated fire or hazardous materials response to that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed-upon response in accordance with Paragraph V hereinbelow.

V. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

VI. In those instances where the aiding agency arrives before the

jurisdictional agency, the aiding agency will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional agency will arrive shortly after the arrival of the aiding agency. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional agency upon its arrival at the scene. The aiding agency personnel will be under the direction of the officer in charge of the jurisdictional agency. It is further agreed that the aiding agency will be released from the scene as soon as practical by the jurisdictional agency.

VII. All equipment and personnel when responding on behalf of by either agency which is a party carrying out this agreement will, at the time of response hereunder be owned and employed by that agency.

VIII. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting party if, for any reason, assistance cannot be rendered.

IX. District may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, *Reimbursement for Costs of Firefighting on Federal Property*.

X. Each party to this agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to

paragraph IX above.

XI. The senior officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's operations for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

XII. In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the District normally provides fire protection, the Chief of the Edwards Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

XIII. This agreement shall become effective upon the date this agreement is executed by both parties and shall remain in full force and effect until participation is terminated by either party. It is further agreed that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

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IN WITNESS WHEREOF, this agreement has been executed by each party on the day and year written below, and is effective and operative upon the date that it is fully executed by both parties, whichever date of execution by either party is later.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

Date _____

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

F:planning\users\kc\afagmt

UNITED STATES AIR FORCE EDWARDS AIR FORCE BASE

By Wendy M Masiello
Colonel, Wendy M. Masiello
Commander, 95th Air Base Wing

Date 7 MAY 2004