COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

September 4, 2007

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

Dear Supervisors:

REQUEST FOR APPROVAL OF AGREEMENT FOR EXCHANGE OF EMERGENCY MEDICAL AND RESCUE SERVICES BETWEEN THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE ELEVENTH DISTRICT OF THE UNITED STATES COAST GUARD (ALL DISTRICTS) (3 VOTES)

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

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

2. Approve and instruct the Chairman of the Board to sign the attached Agreement for Exchange of Emergency Medical and Rescue Services between the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County (District), and the United States Coast Guard (USCG) to provide reciprocal assistance based on proximity to an emergency incident regardless of jurisdictional boundaries, and to authorize the Fire Chief and the USCG District Commander or their designees to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the District and the USCG and to modify the MOU as changes in conditions occur, to be effective the day it is approved by the USCG.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement will replace the existing Agreement between the District and the USCG for the Exchange of Emergency Medical and Rescue Services approved by your Board on February 10, 1987 (No. 57094). The USCG is now requesting that a new agreement be established between the District and the USCG.

This Agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based on proximity to an emergency incident regardless of jurisdictional boundaries. Additionally, this Agreement authorizes the Fire Chief and the USCG District Commander or designee to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the District and the USCG, and it also allows them to modify the MOU as changes in conditions occur.

Approval of this Agreement will enhance services to both agencies and to provide reciprocal assistance based on proximity to an emergency incident regardless of jurisdictional boundaries.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. 1, "Service Excellence," of the County Strategic Plan which guides us to "Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

There are no additional District costs involved in this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be effective the day it is approved by the USCG and shall remain in effect until terminated by either party. The Agreement supersedes Agreement No. 57094 dated February 10, 1987.

Nothing in the Agreement is intended to conflict with current law or regulation or the directives of the District, USCG, or Department of Homeland Security.

County Counsel has approved this Agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

The Agreement will improve joint operations and response through the deployment of emergency personnel, such as personnel trained in marine search and rescue (SAR) and emergency medical responses, to emergencies involving injured mariners and SAR cases, including paramedic rescues and helicopter support.

ENVIRONMENTAL REVIEW

This Agreement is exempt from the 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. A Notice of Exemption is attached.

CONCLUSION

Upon execution by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return the following to this office:

- Two (2) copies of the Minute Order and this approved letter.
- Two (2) executed original and two (2) copies of the Agreement for Exchange of Emergency Medical and Rescue Services.

Upon your Board's approval, the District will forward the Agreement to the USCG for their approval, and after action by the USCG, will return one fully executed Agreement to the Executive Officer, Clerk of the Board.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:lc

Attachments

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

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

XX County Clerk
County of Los Angeles

From: (Public Agency) Consolidated Fire Protection District
1320 N. Eastern Ave.
(Address)
Los Angeles, CA 90063

Project Title: Agreement for Exchange of Emergency Medical and Rescue Services

Project Location - Specific: Los Angeles County coastline areas to include Cataline Island

Project Location - City: L.A. County coastline **Project Location - County:** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:

The Agreement will allow the two parties to provide reciprocal assistance based on proximity to an emergency incident regardless of jurisdictional boundaries.

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- XX Categorical Exemption. State type and section number:
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to Section 15061 (b)(3), this project is not subject to CEQA as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

Lead Agency Contact Person: Kien Chin Area Code/Telephone/Extension: 323-881-2404

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: [signature] Date: 8-16-07 Title: Chief, Forestry Division

☐ Signed by Lead Agency Date received for filing at OPR:

XX Signed by Applicant

Revised October 1989

AGREEMENT FOR EXCHANGE OF EMERGENCY MEDICAL AND RESCUE SERVICES

THIS AGREEMENT is made and entered into this ____day of _____, 2007, by and between the Eleventh District of the United States Coast Guard, hereinafter referred to as the "USCG", and the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County, collectively hereinafter referred to as the "County". This Agreement replaces the February 10, 1987 agreement between the USCG and County.

WITNESSETH:

WHEREAS, the parties to this Agreement provide rescue services within their respective territorial limits; and

WHEREAS, it is in the best interest of the residents of the County and the USCG to provide the most expeditious response to render rescue and/or emergency medical aid to victims of accident or illness at sea, which is beyond the mean high tide line; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of service on a day-to-day basis; and

WHEREAS, this Agreement is authorized and provided for by provisions of the Health and Safety and Government Codes of the State of California and Statutes of the Federal Government;

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

I

The USCG agrees to provide designated fire and rescue services, as determined by the Fire Chief of the County and the District Commander of the USCG, to that area located within the jurisdiction of the County.

II

In return for the services to be provided by the USCG, the County agrees to provide a designated emergency medical service and marine search and rescue response as determined by the Fire Chief of the County and the District Commander of the USCG to the areas off the Los Angeles County coastline, seaward Santa Barbara and San Clemente Islands, and other seaward search and rescues in the area depicted on the attached map.

III

Upon receipt of the USCG of an alarm within the USCG's jurisdiction as described in paragraph II above, the USCG may dispatch its nearest and most appropriate designated response to that alarm and if warranted, will also notify the County Fire dispatcher who will in turn dispatch the agreed-upon response. The USCG may also contact the jurisdictional Baywatch Rescue Boat directly via marine emergency frequency Channel 16.

IV

Upon receipt by the County of an alarm within the jurisdiction of the County, the County will dispatch its nearest and most appropriate designated response to that alarm and also notify the USCG dispatcher who will in turn dispatch the agreed-upon response.

V

The County and USCG intend that this Agreement will provide mutual benefits to all parties and herein authorize the Fire Chief of the County and the District Commander of the USCG to revise any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties. It is agreed that substantial reductions of resources or emergency medical or marine search and rescue forces by either party shall be cause for reconsideration of this Agreement.

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VI

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, methods of requesting aid and the names of persons authorized to send and receive such requests, together with list of equipment and personnel which will be utilized, shall be developed by the Fire Chief of the County and the District Commander of the USCG. Such details shall be recorded in a Memorandum of Understanding and signed by the Fire Chief of the County and the District Commander of the USCG.

VII

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

VIII

It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and/or rescue services within any part of its own jurisdiction, and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the availability of its resources.

IX

This Agreement shall not be constructed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

X

No party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

XI

USCG agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, arising from the negligent or wrongful acts of USCG in the performance of this Agreement. County agrees to indemnify, defend, and hold harmless the USCG, its agents, officers, and employees from any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, arising from the negligent or wrongful acts of County in the performance of this Agreement.

XII

This Agreement shall remain operative and effective until participation is terminated by either party. It is further agreed that either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

XIII

Any and all written notices required by this Agreement shall be sent to:

For the County:

Fire Chief
Los Angeles County Fire Department
1320 N. Eastern Ave
Los Angeles, CA 90063-3294

For the USCG:

Sector Commander
United States Coast Guard
Los Angeles - Long Beach Sector
1001 S. Seaside Ave., Bldg 20
San Pedro, CA 90731-0208//

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The parties certify that the respective signatories below are authorized to bind the respective parties to the terms and conditions of this Agreement.

COUNTY OF LOS ANGELES, and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By_____
Chairman of the Board of Supervisors
of the County of Los Angeles,
acting in its capacity as the governing
body of said District and County

DATE _____

ATTEST:

SACHI A. HAMAI,
Executive Officer-Clerk of the Board of
Supervisors, Los Angeles County

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

UNITED STATES COAST GUARD

By_____
Rear Admiral Craig E. Bone
District Commander, 11th District
United States Coast Guard

DATE _____

APPROVED AS TO FORM:

By_____
Lieutenant Commander
Christopher Tribolet, General Counsel

Kcc:CG Amended Agreement