COUNTY OF LOS ANGELES

FIRE DEPARTMENT

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

August 9, 2011

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:

AGREEMENT FOR THE USE OF MT. SAN ANTONIO COMMUNITY COLLEGE AS AN INCIDENT SUPPORT CAMP FACILITY (1st SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

The Mt. San Antonio Community College District has agreed to allow the Consolidated Fire Protection District (Fire District) the use of its buildings and grounds as an incident command support facility in the event of a natural disaster at no charge to the Fire District.

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

Approve and instruct the Mayor to sign the Agreement with the Mt. San Antonio Community College District for the use of the College District buildings and grounds as an Incident Support Camp Facility by the Fire District in the event of a natural disaster at no cost to the Fire District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In the event of a natural disaster that requires a large-scale emergency response deployment by the Fire District, the implementation of incident command support

facilities would enhance incident command capabilities throughout the Fire District's jurisdictional regions.

Mt. San Antonio College is located in the City of Walnut which is in the East Region of the Fire District's jurisdiction, and is well placed for the implementation of such an incident command facility. The proposed Agreement would authorize the Fire District to activate a command facility at the college campus in the event of any large scale emergency at no cost to the Fire District.

Implementation of Strategic Plan Goals

Approval of the Agreement with the Mt. San Antonio Community College District is consistent with Los Angeles County Strategic Plan Goal No. 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

There is no net cost to the Fire District or the County associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement term is for three years and it then automatically renews from year-to-year unless terminated by either party. The Community College District approved the Agreement on June 7, 2011. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of Fire District services and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

IMPACTS ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will provide the Fire District with a greater capability of setting up emergency command centers, improving our response during major disasters.

CONCLUSION

Upon approval of the Agreement, please instruct the Executive Officer of the Board to return one (1) signed original and two (2) copies of the Agreement and this letter to the Fire District's Planning Division Office at 1320 N. Eastern Avenue, Los Angeles, CA 90063. We will then forward the fully executed original to the Mt. San Antonio Community College District for their records.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:lb

c: Chief Executive Officer
County Counsel
Auditor Controller

AGREEMENT
FOR THE USE OF MT. SAN ANTONIO COMMUNITY COLLEGE
AS AN INCIDENT SUPPORT CAMP FACILITY
BY THE
COUNTY OF LOS ANGELES FIRE DEPARTMENT

This agreement is made and entered into between the Mt. San Antonio Community College District of Los Angeles County, California, hereinafter referred to as the "College District", and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "Fire District."

RECITALS

Pursuant to the terms of the County Charter and State Law, the Fire District provides emergency services for the protection of lives, property and the environment.

The College District is authorized to permit the Fire District to use College District buildings and grounds for an Incident Command Support Camp Facility in the event of a natural disaster, and wishes to cooperate with the Fire District for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the facilities of the College District available to the Fire District. Now, therefore, it is mutually agreed between the parties as follows:

1. The College District agrees that, after meeting its responsibilities to staff and students, it will permit, to the extent of its ability and upon request by the Fire District, the use of its physical facilities by the Fire District as an Incident Command Support Camp Facility in the event of a natural disaster. The College District will not charge the Fire District any rent for such emergency use. The initial agreed upon use area for the Fire District purposes will be the west side of Student Lot W, adjacent to the Wildlife Sanctuary.

   In the event that the designated area (Student Lot W) is not available due to education needs, the College District reserves the right to assign the Fire Department to another suitable location on the campus.

2. The Fire District agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the College District for any food or supplies used as a result of the Fire District's use of the College District's property as an Incident Command Support Camp Facility.

3. The Fire District and College District agree to defend, indemnify, and hold harmless each other from all losses, cost, and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained arising from the active willful misconduct of either party or their officers, agents or employees.

4. This agreement shall be effective for a period of three (3) years beginning August 9, 2011 through May 31, 2014 and shall automatically renew from year to year unless terminated by either party. Either party hereto may terminate this agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF: The governing board of the College District has caused this agreement to be executed by the President of the governing board, and pursuant to action by a majority vote of the Board of Supervisors, as governing body of the Fire District, the Mayor has executed this agreement on behalf of the Fire District, which execution has been attested to by its Clerk, to become effective and operative upon the affixing of the last signature hereto.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By_____
Mayor, Board of Supervisors

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

By_____
Dr. William T. Scroggins, President

ATTEST:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors

By_____
Deputy

(SEAL)

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By_____
Deputy