

# Agenda Report

March 21, 2022

**TO:** Honorable Mayor and City Council

**THROUGH:** Public Safety Committee (March 16, 2022)

**FROM:** Fire Department

**SUBJECT: AUTHORIZATION TO ENTER INTO AN AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE CITIES OF: BURBANK, GLENDALE AND PASADENA (THE TRI-CITIES)**

## **RECOMMENDATION:**

It is recommended that the City Council:

- 1) Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 21065 of CEQA and Sections 15060 (c)(2), 15060 (c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required for the project; and
- 2) Authorize the City Manager to execute the Automatic Aid Agreement between the City of Los Angeles and The Tri-Cities which outlines the procedures for carrying out and exchanging Automatic Aid responses for fire protection, specialized, rescue and emergency medical services.

## **BACKGROUND:**

In 2003, the City of Los Angeles Fire Department (LFD) established a mutually beneficial agreement with the cities of Burbank, Glendale and Pasadena for procedures to carry out Automatic Aid responses of fire protection, emergency medical services (EMS), specialized and rescue services between the agencies. This Automatic Aid Agreement (Attachment 1) replaces the previous agreement between the City of Los Angeles and the Cities of Burbank, Glendale and Pasadena (Verdugo), dated January

2019. The amount and type of assistance indicated in the Agreement between LFD and Verdugo remain the same in the new Agreement between LFD and The Tri-Cities.

The proposed Agreement allows for the rapid response of resources that are favorably located geographically and/or that add a significant measure of potential protection in a manner that is mutually beneficial. Resources should only be utilized until the agency having responsibility is able to relieve the assisting agency with its own resources and/or obtain the appropriate emergency resources, not to exceed a 12-hour period of time. The amount and type of assistance between LFD and the Tri-Cities is outlined in detail in the Agreement.

The Tri-Cities agree to provide resources to LFD to combat emergency incidents within defined areas identified in the Agreement. Responses by Tri-Cities include:

- Structure Fire and Emergency Medical Services (EMS) Response upon notification to areas defined; additional resources may be authorized by the Tri-Cities Operations Chief upon request
- Freeway Fire, EMS, and Technical Rescue Incidents upon notification to supplement/assist LFD engine companies responding to freeway locations detailed in the Agreement
- Brush Response upon notification to specified locations
- Swift Water Rescue upon notification to specified locations

Reciprocally, LFD agrees to provide resources to the Tri Cities to combat emergency incidents within defined areas identified in the Agreement. Additional resources may be authorized by the Fire Chief or Deputy Department Commander of the LFD upon request. Responses by LFD include:

- Structure Fire Response when requested
- Brush/Vegetation Response when requested
  - Upon verification of a working brush fire, LFD will provide one water dropping helicopter and a separate HELCO for a period not to exceed 2 hours
  - Additional flight time will be billed as Assistance by Hire at the standard rate indicated in the LFD Aircraft Flight Hour Rate Sheet, attached in the Agreement
- Additional Helicopter Response as requested shall be approved by the LFD Deputy Department Commander; response is defined as one Type-II mission-specific helicopter and a separate HELCO aircraft along with an engine company and/or the helicopter tender to establish a helispot for fueling helicopters and/or filling helicopter water tanks, with financial arrangements documented
- Freeway Fire, Rescue, and EMS Incidents upon notification
- Heavy Rescue when requested
- Swift Water Rescue upon notification

The Agreement contains detailed maps of the agreed upon response areas. The intent of the design is for mutual benefit and may be modified at any time by written agreement of the Fire Chiefs of The Tri-Cities and LFD. Each of the parties is desirous

of providing to the other a reasonable and reciprocal exchange of emergency services on a day-to-day basis. It is mutually understood and agreed that the party requesting assistance shall not indemnify the party furnishing assistance as to liability or damage imposed by law upon the assisting party for any act or omission of the assisting party or its employees occurring in the performance of the services.

This Agreement, once executed by all parties hereto, shall commence on April 1, 2022 and shall remain operative and effective until March 31, 2025. Parties shall meet on or about July 1, 2024, to begin review and revision meetings. An annual review shall take place at or about the start of each new Fiscal Year to update and re-negotiate the helicopter rates and/or any operational components. Any of the parties may terminate the Agreement at any time by giving written notice to the other parties at least thirty (30) days prior to the date of withdrawal.

**COUNCIL POLICY CONSIDERATION:**

The proposed contract furthers the City Council's strategic planning goal to ensure public safety.

**ENVIRONMENTAL ANALYSIS:**

The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060 (c)(2), 15060 (c)(3), and 15378. The execution of an agreement for Automatic Aid responses is an organizational and administrative activity that will not result in direct or indirect physical changes in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

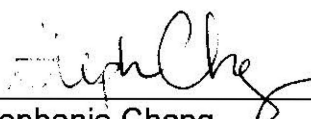
**FISCAL IMPACT:**

Fiscal impacts of automatic aid are unknown. Authorization to enter into this Agreement will not automatically increase or decrease City costs. While there may be periodic cost increases during emergency incidents, there may also be additional savings in life and/or property in Pasadena and the surrounding community. Notwithstanding the California Master Mutual Aid Agreement or certain Federal Emergency Management Agency (FEMA) provisions that provide for reimbursement in the event of a declared disaster, the terms of the Agreement state that with the exception of Assistance for Hire rates as outlined, no party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to the requesting agency.

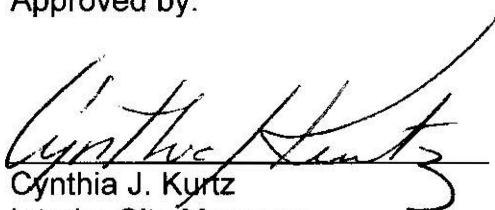
Respectfully submitted,

  
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Fire Chief

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\_\_\_\_\_  
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Approved by:

  
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Cynthia J. Kurtz  
Interim City Manager

Attachments:

1. Automatic Aid Agreement for Exchange of Fire Protection, Specialized, Rescue and Emergency Medical Services Between the City of Los Angeles and the Cities of: Burbank, Glendale and Pasadena (The Tri-Cities)