



RESOLUTION

URGING THE CITY ADMINISTRATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING RELATING TO THE PLACEMENT OF RESCUE TUBES AT CITY BEACH PARKS.

WHEREAS, annually, millions of residents and visitors enjoy the beautiful beaches and nearshore ocean waters along the 227 miles of Oahu's coastline; and

WHEREAS, swimming, surfing, snorkeling, diving, and kayaking are popular beach activities for these residents and visitors alike; and

WHEREAS, according to the Hawaii State Department of Health, Emergency Medical Services and Injury Prevention Systems Branch, the number of ocean drownings in Hawaii waters has increased in recent years; and

WHEREAS, from 2009 to 2018, 589 ocean drownings occurred in Hawaii, of which 55 percent were visitors; and

WHEREAS, the Department of Emergency Services' Ocean Safety and Lifeguard Services Division ("Ocean Safety") maintains a staff of approximately 241 full-time and part-time lifeguards, who are stationed at 29 beaches around the island of Oahu; and

WHEREAS, at the October 24, 2019, meeting of the City Council ("Council") Committee on Public Safety and Welfare, Ocean Safety representatives testified that although they were working diligently to increase the number of lifeguards and extend lifeguard services to cover all daytime hours, lifeguards are not always nearby or available when accidents or medical emergencies put ocean-goers at risk of drowning; and

WHEREAS, the installation at strategic locations of rescue tubes, which are personal flotation devices designed to protect rescuers and stabilize distressed swimmers, may help to further prevent future drownings; and

WHEREAS, the Rescue Tube Foundation, an organization that has installed over 200 rescue tubes on the island of Kauai, has indicated that over the last 10 years, more than 150 water rescue saves have been made using these rescue tubes and an estimated 25 or more drowning deaths have been avoided; and

WHEREAS, in 2018 Governor David Ige signed Act 145, which amended Hawaii's Good Samaritan Law to provide protection from civil liability for individuals who attempt to rescue a person with a rescue tube and for the owners and operators of properties where rescue tubes are located; and



RESOLUTION

WHEREAS, the Koko Head Lions Club, the Hawaii Kai Lions Club, the Hawaii Cyber Lions Club, and the Manoa Lions Club have pledged to install and maintain rescue tubes at several strategic locations, but have expressed concerns that the rescue tubes would not be recognized as authorized rescue devices by City and County of Honolulu officials and employees and would be removed from their placements; and

WHEREAS, the Council finds that the City's entering into a Memorandum of Understanding ("MOU") with the Koko Head Lions Club, the Hawaii Kai Lions Club, the Hawaii Cyber Lions Club, and the Manoa Lions Club, will ensure that there is no confusion regarding these organizations' authority to place and maintain any rescue tubes installed at City beach parks; and

WHEREAS, the details of this arrangement and agreement are set forth in the draft MOU, attached hereto and incorporated herein as Exhibit A; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the City Administration is urged to execute a Memorandum of Understanding relating to the placement of rescue tubes at City beach parks generally consistent with Exhibit A, subject to the review of the Corporation Counsel; and

BE IT FURTHER RESOLVED that the Council expresses its appreciation to the Koko Head Lions Club, the Hawaii Kai Lions Club, the Hawaii Cyber Lions Club, and the Manoa Lions Club for their willingness to undertake the acquisition, placement, and maintenance of rescue tubes at City beach parks; and



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 21-170

RESOLUTION

BE IT FINALLY RESOLVED that copies of this resolution be transmitted to the Mayor, the Managing Director, the Director of Parks and Recreation, the Director of the Emergency Services, the Koko Head Lions Club, the Hawaii Kai Lions Club, the Hawaii Cyber Lions Club, and the Manoa Lions Club.

INTRODUCED BY:

Tommy Williams
Calvin K. King

DATE OF INTRODUCTION:

JUL 27 2021

Honolulu, Hawaii

Councilmembers

**AGREEMENT REGARDING THE PLACEMENT AND MAINTENANCE
OF RESCUE TUBES AT CITY BEACH PARKS**

This Agreement made this ____ day of _____, 20 ____ by and between the City and County of Honolulu ("City"), a political subdivision of the State of Hawaii, whose address is 530 South King Street, Honolulu, Hawaii 96813, and the Koko Head Lions Club, a Hawaii nonprofit corporation, whose mailing address is P.O. Box 25163, Honolulu, Hawaii 96825, the Hawaii Kai Lions Club, a Hawaii nonprofit corporation, whose mailing address is P.O. Box 25163, Honolulu, Hawaii 96825, the Hawaii Cyber Lions Club, a Hawaii nonprofit corporation, whose mailing address is P.O. Box 25163, Honolulu, Hawaii 96825, and the Manoa Lions Club, a Hawaii nonprofit corporation, whose mailing address is P.O. Box 25163, Honolulu, Hawaii 96825, hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Rescue Tubes are flotation devices intended to be deployed by beachgoers to assist distressed swimmers while they await rescue; and

WHEREAS, Rescue Tubes are typically affixed to stands on the beach in areas where they can be accessed by beachgoers in emergency situations; and

WHEREAS, the Koko Head Lions Club, the Hawaii Kai Lions Club, the Hawaii Cyber Lions Club, and the Manoa Lions Club (hereinafter collectively referred to as the "RESCUE TUBE GROUP") desire to place and maintain Rescue Tube Stations at various City beach parks; and

WHEREAS, the City Administration sees the potential benefit of Rescue Tubes being placed at City beach parks.

NOW, THEREFORE, the City and the RESCUE TUBE GROUP hereby agree as follows:

1. Term: This Agreement shall commence upon execution and expire on December 31, 2023. This Agreement may be renewed for additional three (3) year terms upon written agreement of the Parties. This Agreement shall automatically terminate upon failure to renew prior to the expiration of the term.

2. Scope: This Agreement shall only pertain to the City Beach Parks listed herein and shall not be interpreted to grant permission to or authorize the placement of Rescue Tubes or Rescue Tube Stations at any other areas.

3. Costs: RESCUE TUBE GROUP shall be responsible for all costs and expenses in relation to this Agreement.

4. Rescue Tube Stations: RESCUE TUBE GROUP shall be responsible for the construction, placement, and maintenance of the Rescue Tube Stations. RESCUE TUBE GROUP shall be responsible for the design and function of all Rescue Tube Stations. RESCUE TUBE GROUP

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shall use its reasonable best efforts to ensure that the Rescue Tube Stations are safe and easily usable by beachgoers. RESCUE TUBE GROUP shall use its reasonable best efforts to ensure that the Rescue Tube Stations are placed in safe areas that will provide reasonable access for beachgoers. RESCUE TUBE GROUP shall consult with the City's Department of Parks and Recreation ("DPR") and the Department of Emergency Services ("ESD") in regards to the locations where the Rescue Tube Stations shall be placed. RESCUE TUBE GROUP shall acquire all necessary permits and receive all necessary approvals regarding installation and placement of the Rescue Tube Stations. RESCUE TUBE GROUP shall coordinate with DPR for the physical placement of the Rescue Tube Stations. RESCUE TUBE GROUP shall be responsible for ensuring that Rescue Tubes are available at all Rescue Tube Stations.

5. City Beach Parks: RESCUE TUBE GROUP may place Rescue Tubes and Rescue Tube Stations at the following City beach parks:

[To be determined]
[To be determined]
[To be determined]

6. Maintenance: RESCUE TUBE GROUP shall be responsible for the maintenance of the Rescue Tubes and the Rescue Tube Stations. RESCUE TUBE GROUP shall be responsible to conduct, at a minimum, monthly inspections of the Rescue Tubes and the Rescue Tube Stations. RESCUE TUBE GROUP shall keep a maintenance log for the term of this Agreement, including renewal terms, and shall produce it to the City upon request. City shall have the right, but not the obligation to inspect the Rescue Tubes and Rescue Tube Stations and request that maintenance be performed by RESCUE TUBE GROUP, and RESCUE TUBE GROUP shall perform requested maintenance within a reasonable time period.

7. Replacement of Rescue Tubes: In the event that Rescue Tubes are missing or need to be replaced, RESCUE TUBE GROUP shall be responsible for replacement.

8. Park Hours: All activities occurring in City Beach Parks shall take place during hours in which the respective City Beach Parks are open to the public, unless another agreement is made, in writing with DPR.

9. Public Education: RESCUE TUBE GROUP shall be required to provide public education in regards to the Rescue Tubes and Rescue Tube Stations as it sees fit.

10. Relocation: RESCUE TUBE GROUP may relocate its Rescue Tube Stations upon consultation with DPR and ESD. Upon request of City, within thirty (30) calendar days, RESCUE TUBE GROUP shall be required to relocate any Rescue Tube Station at RESCUE TUBE GROUP's own cost and expense.

11. Removal: Upon request of City, RESCUE TUBE GROUP shall remove any Rescue Tube Stations within thirty (30) calendar days of receipt of written notice. Upon termination or cancellation of this Agreement, as provided herein, RESCUE TUBE GROUP shall remove all Rescue Tubes and Rescue Tube Stations within five (5) business days and return the area to its original

**AGREEMENT REGARDING THE PLACEMENT AND MAINTENANCE
OF RESCUE TUBES AT CITY BEACH PARKS**

condition, repairing any damage, and removing all debris.

12. Public Notice: RESCUE TUBE GROUP shall be responsible for providing adequate notice to the public upon relocation, removal, or maintenance of the Rescue Tubes or the Rescue Tube Stations at City Beach Parks.

13. Notice: All notices required under this Agreement shall be in writing and addressed to the party to be notified at the following address:

If to City, then to:

Director, Department of Parks and Recreation
1000 Uluohia Street, Suite 309
Kapolei, Hawaii 96707

cc: Director, Department of Emergency Services
3375 Koapaka Street, Suite H450
Honolulu, Hawaii 96819

If to Koko Head Lions Club, then to:

President, Koko Head Lions Club

If to Hawaii Kai Lions Club, then to:

President, Hawaii Kai Lions Club

If to Hawaii Cyber Lions Club, then to:

President, Hawaii Cyber Lions Club

If to Manoa Lions Club, then to:

President, Manoa Lions Club

14. Insurance: Unless otherwise approved in writing and jointly agreed to by the Director of DPR, the Director of ESD and the Director of Budget and Fiscal Services, the policy or

**AGREEMENT REGARDING THE PLACEMENT AND MAINTENANCE
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policies of insurance maintained by RESCUE TUBE GROUP shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawaii and rated A - VII by A M Best. RESCUE TUBE GROUP shall procure and maintain and at its sole expense, at all times during the term of this Agreement coverage for injuries to persons or damages to property which may arise from RESCUE TUBE GROUP's performance of the work as set forth in this Agreement. This coverage shall be on a primary basis and any insurance or self-insurance program purchased by the City shall not respond except on an excess basis. The coverage will be written on an occurrence form with dedicated limits to this Agreement. The procurement of this insurance, as well as the City's acceptance of the insurance maintained by RESCUE TUBE GROUP is not intended to and shall not in any manner limit or quantify the liabilities or obligations assumed by RESCUE TUBE GROUP under this Agreement. Defense cost shall be outside the limits and will not erode the limit of liability. The policy shall provide the following minimum limits:

- i. Bodily injury and Property Damage Combined Single Limit;
- ii. \$1,000,000 per occurrence; and
- iii. \$2,000,000 aggregate.

RESCUE TUBE GROUP shall agree to endorse the policy naming the City, its elected and appointed officers, employees, and agents as an Additional Insured under the policy with a CG 026 Additional Insured – Designated Person or Organization endorsement or its equivalent. RESCUE TUBE GROUP shall provide the City with the original certificate and endorsements evidencing the required coverage. The Certificate of Insurance shall be provided during the renewal of the policy term and/or at the extension of this Agreement.

If during the term, or any additional terms, of this Agreement higher limits of insurance than those mentioned herein above shall be appropriate, customary, and generally recommended for similar properties utilized for similar uses in the City, then upon request by City, RESCUE TUBE GROUP shall promptly procure such higher limits.

15. Indemnification: RESCUE TUBE GROUP shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all liability, including liability for serious bodily injury or death, in relation to any and all claims, suits, and demands arising out of, or in connection with, this Agreement. RESCUE TUBE GROUP further agrees to be responsible for any and all costs incurred by City, including attorney's fees, arising out of, or in connection with, this Agreement. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

16. Cancellation: Either party may, with or without cause, cancel this Agreement with five (5) business days, written notice to the other parties.

17. Governing Law: This Agreement and the rights and obligations of the Parties shall be interpreted in accordance with the laws of the State of Hawaii and any applicable federal law.

18. Severability: If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this

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Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

19. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

20. Assignment: This Agreement may not be assigned to another party without the written consent of the City.

21. No Property Rights: Nothing in this Agreement shall be interpreted or construed to transfer of any property rights to RESCUE TUBE GROUP. This Agreement is not intended to be a lease, license, easement, permit, concession, or right of entry.

22. Effective Date: This Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

[EXECUTION PAGES TO FOLLOW]

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[SIGNATURE PAGE]

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 21-170

Introduced: 07/27/21 By: TOMMY WATERS
CALVIN K.Y. SAY Committee: PARKS AND COMMUNITY
SERVICES (PCS)

Title: URGING THE CITY ADMINISTRATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING RELATING TO THE
PLACEMENT OF RESCUE TUBES AT CITY BEACH PARKS.

Voting Legend: * = Aye w/Reservations

07/27/21	INTRO	Introduced.
08/26/21	PCS	Reported out for adoption. CR-263 4 AYES: FUKUNAGA, TSUNEYOSHI, TULBA, TUPOLA
09/08/21	CCL	Committee report and Resolution were adopted. 9 AYES: CORDERO, ELEFANTE, FUKUNAGA, KIA'ĀINA, SAY, TSUNEYOSHI, TULBA, TUPOLA, WATERS

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this
RESOLUTION.



GLEN I. TAKAHASHI, CITY CLERK



TOMMY WATERS, CHAIR AND PRESIDING OFFICER