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

November 15, 2005

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 AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF FULLERTON (ORANGE COUNTY) (4th DISTRICT) (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.

2. Approve and instruct the Chair of the Board to sign the attached Agreement for Exchange of Fire Protection and Rescue Services--Automatic Aid/Initial Action between the Consolidated Fire Protection District of Los Angeles County (District) and the City of Fullerton in Orange County to be effective the day it is approved by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with your Honorable Board's policy to have the District pursue mutual aid agreements with other agencies and surrounding counties, we are requesting your Board's approval of an Agreement for Exchange of Fire Protection and Rescue Services--Automatic Aid/Initial Action between the District and the City of Fullerton.

This agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries. Additionally, this agreement authorizes the Fire Chiefs to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the City of Fullerton Fire Department and the District. It also allows them to modify the MOU as changes in conditions occur.

This agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

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 your Board and shall remain in effect until terminated by either party.

County Counsel has approved this agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

This agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

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.

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/or this approved letter, as applicable.
- One (1) executed original and two (2) copies of the Agreement for Exchange of Fire Protection and Rescue Services.

The District will return the executed original agreement to the City of Fullerton.

Respectfully submitted,

P. Michael Freeman

P. MICHAEL FREEMAN

PMF:ip

Enclosure

AGREEMENT FOR EXCHANGE OF

FIRE PROTECTION AND RESCUE SERVICES

AUTOMATIC AID/INITIAL ACTION

THIS AGREEMENT is made and entered into this____ day of _____, 2005, by and between the City of Fullerton, hereinafter referred to as "City," and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District."

WITNESSETH

WHEREAS, the parties to this agreement provide fire protection, emergency and rescue services within their respective territorial limits; and

WHEREAS, it is in the best interest of the citizens of the District and the City to provide that most expeditious response to suppress fires and render emergency and rescue assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, emergency and rescue services 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 acts and statutes of the Federal Government, where applicable.

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

I.

The City agrees to provide a designated fire, emergency or rescue response, as determined by the Fire Chiefs of the District and the City, upon request by the District, to that area located within the jurisdiction of the District.

II.

In return for the service to be provided by the City, the District agrees to provide a designated fire, emergency or rescue response, as determined by the Fire Chiefs of the

District and the City, upon request by the City, to that area located within the jurisdiction of the City.

III.

Upon receipt by the District of an alarm within the jurisdiction of the District, the District, as the jurisdictional department, will dispatch its nearest available and appropriate designated fire, emergency or rescue response to that alarm and also notify the City fire dispatcher who will, in turn, dispatch the agreed-upon response in accordance with Paragraph VI. herein below.

IV.

Upon receipt by the City of an alarm within the City, the City, as the jurisdictional department, will dispatch its nearest and appropriate designated fire, emergency or rescue response to that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed-upon response in accordance with Paragraph VI. hereinbelow.

V.

The District and the City intend that this agreement will provide mutual benefits to all parties and herein authorize the Fire Chiefs of the District and the City 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 fire protection and/or emergency medical forces by either agency shall be cause for reconsideration of this agreement.

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 lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the District and the City. Such details shall be recorded in a Memorandum of Understanding and signed by both Fire Chiefs of the District and the City.

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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 fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire 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, emergency and/or rescue service 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 status of its resources.

IX.

This agreement shall not be construed 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.

Each of the parties hereto is a public entity, as defined by Section 895 of the Government Code. It is mutually understood and agreed that, in accordance with the provisions of Section 850.6 of the Government Code, the party requesting assistance is not required to indemnify the party furnishing assistance as to any liability or damage imposed by

law upon the assisting party by reason of any act or omission of its employees occurring in the performance of the service. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the emergency and performed at the specific direction of an employee of the requesting party. In the event of a third-party loss caused by the acts or omissions of both parties, the ultimate financial responsibility of each party shall be in accordance with its percentage of fault or as may otherwise be mutually agreed between them.

XII.

This agreement shall remain operative and effective 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.

XIII.

It is mutually understood that this agreement will in no way affect or have any bearing on the existing Uniform Mutual Assistance Agreement for Fire Protection and Rescue Services, which is between the District and the City, nor will this agreement affect or have any bearing on the existing California Master Mutual Aid Agreement.

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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 _____
Chair, Board of Supervisors

DATE _____

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF FULLERTON

By _____
Mayor, Shawn Nelson

DATE 11-18-05

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

F:\PLANNING\KC\Auto Aid –Fullerton (April 2005)