



**COUNTY OF LOS ANGELES
FIRE DEPARTMENT**

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

July 26, 2022

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:

**AGREEMENT BETWEEN THE CONSOLIDATED
FIRE PROTECTION DISTRICT AND THE CITY OF BEVERLY HILLS
FOR FIRE PROTECTION SERVICES
(3RD DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an agreement for fire protection services during special events (Agreement) with the City of Beverly Hills (City) which will authorize the provision of fire and/or life safety staffing needs to and from the City to the District and the District to the City on a reimbursable basis.

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

1. Approve and delegate authority to the Fire Chief, or his designee, to sign and execute the attached Agreement (Attachment A) with the City to provide for the provision of reciprocal fire protection services between the City and the District on a reimbursable basis.
2. Delegate authority to the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) (Attachment B) with the City and to make future modifications to the Agreement and MOU, provided that such modifications are to be reviewed and approved as to form by County Counsel.
3. Delegate authority to the Fire Chief, or his designee, to enter into similar agreements and related documents with other cities or entities on a reciprocal basis whereby the District can either receive or provide assistance with other cities or entities involving fire and/or life safety staffing needs. Such

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 July 26, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

agreements shall be on a reimbursable basis not to exceed \$50,000, to be reviewed and approved as to form by County Counsel. If the reimbursable service agreement exceeds \$50,000, the District shall notify the Board via a Board memo.

4. Find that the Agreement and MOU are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District entered into an automatic aid agreement with the City on July 15, 1980, which provides fire protection and rescue services within their respective territorial limits. Automatic aid agreements are intended to be reciprocal in the services provided to and from both agencies, therefore, no monies are exchanged.

However, between June 17, 2021 and June 21, 2021, the District required assistance during the Wellness Period after the Sierra Incident where two of our own firefighters tragically lost their lives at Fire Station 81 in Agua Dulce. The Wellness Period allowed all impacted District fire stations to be out of service due to the unprecedented event. Upon the District's request, the City of Beverly Hills Fire Department's fire and life safety resources were deployed into the District for coverage during the Wellness Period which was not covered under the automatic aid agreement between the two agencies. The District also received similar aid from other fire agencies during the Wellness Period.

Therefore, the District recommends approval of the attached Agreement that authorizes the District to enter into an MOU for the reimbursement of expenses incurred by the City for coverage of the District during the Wellness Period.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District will reimburse the City's salary and employee benefits and any overtime cost related to the City's coverage of the District during the Wellness Period. There is sufficient funding in the District's Fiscal Year 2021-22 Final Adopted Budget to cover the estimated \$30,000 reimbursement to the City by the District. The District will allocate the necessary funds or seek reimbursement when needed to support potential future agreements with other cities or entities.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be effective upon execution by both parties and shall remain in effect unless participation is terminated by either party, provided there is thirty (30) day written notice from one party to the other.

The Agreement was approved by the City on February 22, 2022, and has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services. Approval of the recommended actions will enable the District and the City to continue to provide the most efficient and cost-effective public safety services to the Los Angeles County residents we serve.

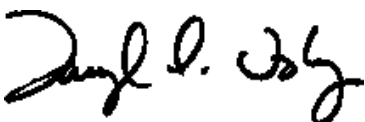
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the Board letter to:

Consolidated Fire Protection District of Los Angeles County
Planning Division
Attention: Marcia Velasquez, Head of Planning
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (323) 881-2404.

Respectfully submitted,



DARYL L. OSBY

Fire Chief

DLO:kc

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel

1 services, terms of service, invoicing, details of payment remittance, and signed by THE FIRE
2 AGENCIES. The MOU may be revised from time-to-time as mutually agreed between the
3 FIRE AGENCIES.

4 5 **II. PERSONNEL**

6 All persons employed by the CITY in the performance of fire protection services
7 pursuant to this Agreement shall be CITY employees, and no person employed hereunder
8 by the CITY shall have any FIRE DISTRICT pension, Civil Service, or other status or right of
9 the FIRE DISTRICT. The FIRE DISTRICT shall not be called upon to assume any liability
10 for the payment of any salaries, wages, benefits, or other compensation to any CITY
11 personnel performing any services hereunder for the FIRE DISTRICT, nor shall the FIRE
12 DISTRICT assume any liability other than that specifically provided for in this Agreement.
13 The FIRE DISTRICT shall not be liable for any compensation or indemnity to any CITY
14 employee for injury or sickness arising out of his or her employment.

15 All persons employed by the DISTRICT in the performance of fire protection services
16 pursuant to this Agreement shall be DISTRICT employees, and no person employed
17 hereunder by the DISTRICT shall have any CITY pension, Civil Service, or other status or
18 right of the CITY. The CITY shall not be called upon to assume any liability for the payment
19 of any salaries, wages, benefits, or other compensation to any DISTRICT personnel
20 performing any services hereunder for the CITY, nor shall the CITY assume CITY assume
21 any liability other than that specifically provided for in this Agreement. The CITY shall not be
22 liable for any compensation or indemnity to any FIRE SITRICT employee for injury or
23 sickness arising out of his or her employment.

24 **III. PAYMENT**

25 A. FIRE AGENCIES shall be compensated for fire protection services provided as
26 detailed in the MOU.

27 B. FIRE AGENCIES shall make available copies of reports for all fire protection
28 services provided that will be billed as detailed in the MOU.

1 C. Payment will be due within thirty (30) days of receipt of an invoice.

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3 **IV. INDEMNIFICATION**

4 A. Neither party shall be liable for the negligent or wrongful acts of the other in the
5 performance of this Agreement.

6 B. The CITY agrees to indemnify and hold harmless the FIRE DISTRICT and the
7 County of Los Angeles, their agencies, officers, and employees from any and all demands,
8 liabilities, expenses and claims for damages of any nature whatsoever including, but not
9 limited to, bodily injury, death, personal injury or property damage, including reasonable
10 attorney's fees, arising from or connected with the CITY's operations or its services in the
11 performance of this Agreement.

12 C. The FIRE DISTRICT agrees to indemnify and hold harmless the CITY, its
13 agents, officers, and employees from any and all demands, liabilities, expenses and claims
14 for damages of any nature whatsoever including, but not limited to, bodily injury, death,
15 personal injury or property damage, including reasonable attorney's fees, arising from or
16 connected with the FIRE DISTRICT's operations or its services in the performance of this
17 Agreement.

18 D. Unless the public entities that are parties to an agreement otherwise provide in the
19 agreement, if a public entity is held liable upon any judgment for damages caused by a
20 negligent or wrongful act or omission occurring in the performance of the agreement and
21 pays in excess of its pro rata share in satisfaction of such judgment, such public entity is
22 entitled to contribution from each of the other public entities that are parties to the
23 agreement. The pro rata share of each public entity is determined by dividing the total
24 amount of the judgment by the number of public entities that are parties to the agreement.
25 The right of contribution is limited to the amount paid in satisfaction of the judgment in
26 excess of the pro rata share of the public entity so paying. No public entity may be
27 compelled to make contribution beyond its own pro rata share of the entire judgment.
28

1 **V. LIMITATIONS**

2 A. Neither this Agreement, nor any provisions herein contained, shall be construed
3 or considered for any purpose to constitute a third-party beneficiary agreement or create any
4 duty or duties in favor of any such third party.

5 B. No waiver of any term or condition of this Agreement shall be a continuing
6 waiver thereof. Any amendment hereto shall be in writing and signed by both parties hereto.

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1 **IN WITNESS WHEREOF**, CITY has caused this Agreement to be executed by
2 its duly authorized representatives.

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4 **CONSOLIDATED FIRE PROTECTION**
5 **DISTRICT OF LOS ANGELES COUNTY**

CITY OF BEVERLY HILLS

6 By _____
7 DARYL L. OSBY, FIRE CHIEF

By _____
 GEORGE CHAVEZ, CITY MANAGER

8 DATE _____

DATE _____

10
11 APPROVED AS TO FORM:
12 DAWYN HARRISON
13 Acting County Counsel

APPROVED AS TO FORM:

14
15 By  _____
16 Senior Deputy

By _____
 GREGORY W. BARTON, FIRE CHIEF

17
18 By _____
19 SHARON L'HEUREUX DRESSEL
20 RISK MANAGER

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22
23 F:\PLANNING\Beverly Hills\Beverly Hills Agmt
24 #2658450

**MEMORANDUM OF UNDERSTANDING
FOR FIRE PROTECTION SERVICES TO BE PROVIDED BY THE
BEVERLY HILLS FIRE DEPARTMENT TO THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
FOR SPECIAL EVENTS**

This Memorandum of Understanding (MOU) entered into on _____ [date] is authorized by the Board of Supervisors of the County of Los Angeles on _____, to allow the Consolidated Fire Protection District of Los Angeles County (DISTRICT) enter into agreements with agencies or entities involving augmented fire and/or life safety staffing needs for special events.

The purpose of this MOU is to identify the level of augmented service provided by and compensation to the Beverly Hills Fire Department, hereinafter referred to as "BHFD" for fire and/or life safety staffing needs to the DISTRICT,

1. BHFD STAFFING

The provision of staffing levels to be provided by the BHFD for the Wellness Period (between June 17, 2021 and June 21, 2021) after the DISTRICT'S Sierra Incident for coverage of the DISTRICT'S Fire Station 3 are established in Exhibit A - "Cost for LAC Fire Department Coverage," attached hereto.

2. BHFD SERVICES

BHFD shall provide, in exchange for reimbursement, all fire and life safety services including first aid and emergency medical services initiated by the 911 system. The life safety services provided by the BHFD do not include patient transport services.

3. CONSIDERATION

Fire safety services provided by BHFD, as described above, shall be billed to the DISTRICT. Payment of all invoices under this MOU shall be due and payable thirty (30) days from the date of invoice. BHFD shall submit their invoice as indicated below:

Invoices shall be sent to the District at:

Los Angeles County Fire Department
Financial Management Division
P.O. Box 54740
Los Angeles, CA 90054-0740
Attention: Accounts Receivable

Payment shall be sent to BHFD at the following address:

Beverly Hills Fire Department
Attention: Gregory W. Barton, Fire Chief
445 N. Rexford Drive
Beverly Hills, CA 90210-4876

4. TERM

The services rendered under this MOU by BHFD for the DISTRICT was performed from June 17, 2021 to June 21, 2021.

The term of this MOU began on June 17, 2021 and will terminate on the date the DISTRICT remits the final invoice payment to BHFD.

5. INDEMNIFICATION

DISTRICT shall defend, indemnify, and hold harmless BHFD, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this MOU by DISTRICT, its officers, agents, and employees to the extent permitted by law.

BHFD shall defend, indemnify, and hold harmless the DISTRICT, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this MOU by BHFD, its officers, agents, and employees to the extent permitted by law.

This provision shall survive the expiration or other termination of this MOU.

[Signatures on following page.]

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

BEVERLY HILLS FIRE DEPARTMENT

By _____
DARYL L. OSBY, FIRE CHIEF

By _____
GREGORY W. BARTON, FIRE CHIEF

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By _____
Senior Deputy County Counsel

Exhibit A

Costs for LAC Fire Department Coverage

Count	BHFD Personnel	Dates	Hrs	Hourly Rate	OT Rate (1.5 Rate)	Overtime Paid
1	Palmieri	06/17/21	24	\$58.1168	\$87.18	\$2,092.20
2	Cope	06/17/21	24	\$53.6390	\$80.46	\$1,931.00
3	Nagamine	06/17/21	24	\$40.8858	\$61.33	\$1,471.89
4	Guapo	06/17/21	24	\$53.5468	\$80.32	\$1,927.68
5	Palmieri	06/18/21	24	\$58.1168	\$87.18	\$2,092.20
6	Cope	06/18/21	24	\$53.6390	\$80.46	\$1,931.00
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13	Palmieri	06/20/21	24	\$58.1168	\$87.18	\$2,092.20
14	Cope	06/20/21	24	\$53.6390	\$80.46	\$1,931.00
15	Nagamine	06/20/21	24	\$40.8858	\$61.33	\$1,471.89
16	Guapo	06/20/21	24	\$53.5468	\$80.32	\$1,927.68
GRAND TOTAL						\$29,691.13