



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

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

**BOARD OF SUPERVISORS**  
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FIFTH DISTRICT

October 8, 2024

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

64 October 8, 2024

*Edward Yen*  
EDWARD YEN  
EXECUTIVE OFFICER

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 EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (1ST AND 5TH DISTRICT) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval of the enclosed Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action (Agreement) between the San Bernardino County Fire Protection District (SBCFPD) and the District. The Agreement authorizes the fire chiefs of both agencies to enter into a Memorandum of Understanding (MOU) that details a reciprocal exchange of services at no cost to either agency.

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

1. Authorize the Fire Chief, or his designee, to execute the enclosed Agreement between the SBCFPD and the District to allow the two agencies to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries, and to authorize the respective Fire Chiefs to enter into an MOU as a guide for day-to-day operations between the SBCFPD and the District, and to modify the MOU as changes in conditions occur.

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRWINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

2. Delegate authority to the Fire Chief, or his designee, to enter into similar agreements and execute future amendments, suspensions, or termination if deemed necessary, including the extensions and contingencies as described in recommendation one above, respectively, in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
3. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

We are requesting approval of an Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action between the SBCFPD and the District.

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. According to Section 54981 of the Government Code, the District is authorized to enter into agreements with local agencies for fire safety services.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.A. Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

### **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.

This Agreement will have no fiscal impact to the District and no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement will be effective upon approval by both parties 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.

## **ENVIRONMENTAL DOCUMENTATION**

This Agreement is exempt from CEQA according 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 approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Attention: Marcia Velasquez, Head of Planning and Executive Support  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
[Marcia.Velasquez@fire.lacounty.gov](mailto:Marcia.Velasquez@fire.lacounty.gov)

The District's contact may be reached at (213) 466-5596.

Respectfully submitted,



ANTHONY C. MARRONE, FIRE CHIEF

ACM:kc

Enclosure

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

**AGREEMENT FOR EXCHANGE OF  
FIRE PROTECTION AND RESCUE SERVICES  
AUTOMATIC AID/INITIAL ACTION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the San Bernardino County Fire Protection District, hereinafter referred to as “SBCFPD,” and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District.” The SBCFPD and the District are hereinafter referred to collectively or individually as “Parties” or “Party”.

**WITNESSETH**

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

**WHEREAS**, it is the best interest of the citizens of the parties to provide the most expeditious response to suppress fires and render other emergency assistance; and

**WHEREAS**, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire 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 statues of the Federal Government, where applicable; and

**WHEREAS**, this Agreement is authorized by the Board of Supervisors of the County of Los Angeles on September 24, 2024.

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

I.

SBCFPD agrees to provide a designated fire or rescue response, as determined by the parties, upon request by the District, to that area located within the jurisdiction of the District.

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1 II.

2 In return for the service to be provided by SBCFPD, the District agrees to provide a  
3 designated fire or rescue response, as determined by the parties, upon request by the  
4 SBCFPD, to that area located within the jurisdiction of the SBCFPD.

5 III.

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

10 IV.

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

15 V.

16 The parties intend that this Agreement will provide mutual benefits and herein authorize  
17 the Fire Chiefs of the parties to revise any designated areas or types of response periodically  
18 as may be dictated by changing conditions and the requirements of mutual benefits to all  
19 parties. It is agreed that substantial reductions of fire protection and/or emergency medical  
20 forces by either agency shall be cause for reconsideration of this Agreement.

21 VI.

22 Details as to amounts and types of assistance to be dispatched, methods of dispatching  
23 and communications, training programs and procedures, methods of requesting aid, and the  
24 names of persons authorized to send and receive such requests, together with lists of  
25 equipment and personnel which will be utilized, shall be developed by the parties. Such  
26 details shall be recorded in a Memorandum of Understanding and signed by both Fire Chiefs  
27 of the parties.

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1 VII.

2 In those instances where the aiding department arrives before the jurisdictional  
3 department, the aiding department will take the necessary action dictated by the situation.  
4 However, it is assumed that the jurisdictional department will arrive shortly after the arrival of  
5 the aiding department. Therefore, the responsibility for coping with the situation will be  
6 immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding  
7 department personnel will be under the direction of the officer in charge of the jurisdictional fire  
8 department. It is further agreed that the aiding department will be released from the scene as  
9 soon as practical by the jurisdictional fire department.

10 VIII.

11 It is mutually understood and agreed that this Agreement does not relieve either party  
12 from the necessity and obligation of using its own resources for furnishing fire and/or rescue  
13 service within any part of its own jurisdiction and that the aiding party's response to a request  
14 for aid will be dependent upon the existing emergency conditions within its own jurisdiction and  
15 the status of its resources.

16 IX.

17 This Agreement shall not be construed as or deemed to be an Agreement for the benefit  
18 of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of  
19 action hereunder for any cause whatsoever.

20 X.

21 No party furnishing aid pursuant to this Agreement shall be entitled to compensation for  
22 services rendered to the requesting agency, it being understood that the respective covenants  
23 contained in this Agreement shall constitute the sole consideration for such services.

24 XI.

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

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

8 XII.

9 This Agreement shall remain operative and effective until participation is terminated by  
10 either party. It is further agreed that either party may terminate the Agreement at any time by  
11 giving written notice to the other party at least thirty (30) days prior to the date of termination.

12 XIII.

13 It is mutually understood that this Agreement will in no way effect or have any bearing on  
14 the existing California Master Mutual Aid Agreement.

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1           **IN WITNESS WHEREOF**, this Agreement has been executed by each party on the day  
2 and year written below, and is effective and operative upon the date that it is fully executed by  
3 both parties, whichever date of execution by either party is later.

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

5           **SAN BERNARDINO COUNTY FIRE**  
6           **PROTECTION DISTRICT**

7 By \_\_\_\_\_  
8           Anthony C. Marrone,  
9           Fire Chief

7 By \_\_\_\_\_  
8           Daniel R. Munsey,  
9           Fire Chief/Fire Warden

10 DATE \_\_\_\_\_

10 DATE \_\_\_\_\_

11  
12 **APPROVED AS TO FORM:**

13 DAWYN R. HARRISON  
14 County Counsel

11  
12 **APPROVED AS TO FORM:**

13 SCOTT M. RUNYAN  
14 Principal Assistant County Counsel

15  
16 By \_\_\_\_\_  
17           Senior Deputy

15  
16 By \_\_\_\_\_  
17           SBCFPD Attorney

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