# KRISTIN M. CROWLEY

April 22, 2024

**BOARD OF FIRE COMMISSIONERS** FILE NO. 24-045

TO:

**Board of Fire Commissioners** 

FROM: Kristin M. Crowley, Fire Chief

SUBJECT: MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID BETWEEN THE LOS ANGELES CITY FIRE DEPARTMENT AND THE BEVERLY

HILLS FIRE DEPARTMENT

Withdrawn Other	

#### SUMMARY

The Los Angeles City Fire Department (LAFD) maintains fourteen automatic aid agreements with neighboring fire agencies within the Region. These agreements exist to enhance emergency services in areas that are not easily accessed by existing fire stations within the affected jurisdiction. When an emergency arises, the neighboring city may have response resources closer to the incident than the jurisdiction in which the incident occurs. To meet national standards and maintain a high level of service to the citizens within these areas, the LAFD enters into automatic aid agreements which allows the city with the closest resource to respond and start to mitigate the situation until the jurisdictional agency's resources arrive and transition command. Per the agreement, the response by the neighboring agency is without cost to the agency having jurisdiction.

This is the Memorandum of Agreement between the Beverly Hills Fire Department (BHL) and LAFD. The portion of Los Angeles affected by this agreement is in the West LA/Mid-City area, including LAFD Battalions 5, 9 and 18. Additional attachments to this report include the map packet, which is incorporated into the agreement by reference, showing the affected areas of each city and a matrix summarizing the resource exchange between the two cities.

The City Attorney and LAFD Risk Manager has reviewed and approved the Agreement as to legal form.

#### **RECOMMENDATIONS**

That the Board:

- 1. Approve the Memorandum of Agreement for automatic aid between the Los Angeles City Fire Department and the Beverly Hills Fire Department for a period of five years, beginning July 1, 2023, and ending June 30, 2028.
- 2. Authorize the Fire Chief to execute the attached Memorandum of Agreement for automatic aid with the Beverly Hills Fire Department.
- 3. Authorize the Fire Chief sole discretion to execute amendments during the five-year term of the Memorandum of Agreement for automatic aid.

#### FISCAL IMPACT

There is no impact to the General Fund.

Board Report prepared by Adam Knabe, Battalion Chief, Response Committee Chair.

Attachment

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

# MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID AND EXCHANGE OF FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF BEVERLY HILLS





# MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID AND EXCHANGE OF FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF BEVERLY HILLS

#### WITNESSETH

WHEREAS, the parties to this Agreement provide fire protection, emergency medical services, specialized and rescue services within their respective jurisdictional limits; and

WHEREAS, fire and rescue resources for the City of Beverly Hills are dispatched through a central dispatch center known as Beverly Hills Dispatch; and

WHEREAS, fire and rescue resources for the City of Los Angeles are dispatched through a central dispatch center known as Metropolitan Fire Communications (MFC); and

WHEREAS, each of the City of Los Angeles and the City of Beverly Hills are within Area "A", an Operational Area within the state's fire and rescue organization, as provided in the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, it is in the best interest of Beverly Hills and Los Angeles to provide the most expeditious response to suppress fires and to render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of emergency services on a day-to-day basis;

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

#### 1. Revisions

This Memorandum of Agreement may be revised or amended at any time by mutual agreement of the Fire Chief of the Beverly Hills Fire Department (BHL) and the Fire Chief of the Los Angeles City Fire Department (LFD). All amendments to this Agreement shall be in writing and signed by the Fire Chiefs or their duly designated Acting Fire Chiefs.

It is agreed that substantial reductions or modifications of services by any of the agencies shall be cause for reconsideration of the Agreement

#### 2. Term

This Agreement shall commence, once executed by all parties hereto, on **July 1, 2023** and shall remain operative and effective through **June 30, 2028**. Parties shall meet on or about **October 1, 2027** to begin revision meetings. Any of the parties 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 withdrawal.

# 3. <u>Mutual Benefits</u>

The parties intend that this Agreement will provide mutual benefits to both parties. The parties will meet annually at the first scheduled Area "A" Operations meeting of the calendar year to ensure that the intent of mutual benefit is being met. Should the exchange of assistance not be equally distributed, this Agreement may be amended in accordance with Section 1 above.

## 4. Incident Command

In those instances where resources from the assisting department arrive before those of the jurisdictional department, the highest-ranking member from the first arriving resource will establish incident command and take the necessary action dictated by the situation. Command of the incident will be assumed by the jurisdictional department upon its arrival at the scene. The highest-ranking officer of the assisting department will become the Agency Representative (AREP). The resources of the assisting department will be released from the scene as soon as practical by the jurisdictional department.

When it is deemed appropriate, the AREP may enter into Unified Command with the jurisdictional department's Incident Commander. It is understood that such a decision may require approval from an Agency Administrator of the assisting and/or jurisdictional department.

#### 5. Commitment of Resources

This agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and rescue services within any part of its own jurisdiction. The assisting agency'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.

#### 6. Method of Requesting Aid

All requests for aid shall be via the respective dispatch center. Persons assigned to the dispatch center for each department are authorized to send and receive such requests as per their respective operational procedures.

# 7. <u>Timeliness of Request</u>

Upon receiving a request from either agency, the respective dispatcher who determines the need for automatic aid, shall make the request as soon as possible to minimize the delay in call processing and response times.

If either party has limited resources due to drawdown or degraded dispatching, a notification shall be made to the respective dispatch center's Duty Officer as soon as possible.

## 8. Intent of Agreement

The intent of this Agreement is to provide the jurisdictional agency with a more efficient and/or effective initial response to an emergency incident. The agreed upon resources should only be utilized until the requesting agency is able to relieve the assisting agency with its own resources and/or obtain the appropriate emergency resources, not to exceed a 4-hour period of time. If the agreed upon resources are not available from the assisting agency at the time of the request from the jurisdictional agency, the assisting agency need not respond.

LFD, as the Area "A" Coordinator, may fill Area "A" requests with resources from any of the Area "A" cities. On structure fire incidents, LFD will add a Rapid Intervention Company or assignment with an AREP to the resource order on all Area "A" requests.

# 9. Fire Incident Reporting

Each agency shall be responsible for obtaining needed information to complete fire reports for incidents within their respective jurisdiction. Assisting units shall contact jurisdictional units to provide appropriate information for completion of fire reports.

#### 10. Training

Joint training exercises will be conducted periodically upon agreement by the parties (minimum of one per year). These training exercises shall be coordinated with LFD and BHL Battalion Commanders.

# 11. Services by Los Angeles City Fire Department

Upon request by BHL, LFD agrees to provide the designated resources described in Section 15.A. below, to those designated areas located within the jurisdiction of Beverly Hills as defined on the attached maps.

# 12. Dispatch by Los Angeles City Fire Department

Upon receipt by LFD of an alarm within the designated areas of the jurisdiction of Los Angeles, as designated on the attached maps, LFD will dispatch its resources to that alarm in accordance with the dispatch algorithms then in effect and notify Beverly Hills Dispatch which will dispatch the agreed-upon BHL response.

# 13. Services by the City of Beverly Hills

Upon request by LFD, BHL agrees to provide the designated resources described in Section 15.B. below, to those designated areas located within the jurisdiction of Los Angeles as defined on the attached maps.

#### 14. Dispatch by the City of Beverly Hills

Upon receipt by BHL of an alarm within the jurisdiction of Beverly Hills, as designated on the attached maps, BHL will dispatch its resources to that alarm in accordance with the dispatch algorithms then in effect and notify MFC which will dispatch the agreed- upon LFD response.

#### 15. Amount and Type of Assistance

The maximum number and type of assistance available under this Agreement is listed in Sections 15.A. and 15.B, below. In the event that either party requests more resources than this agreement provides, the additional resources will not be filled under this Agreement, but may be filled as an Area "A" request.

Resources supplied to the requesting agency under this Agreement shall be without charge for four (4) hours from the time the assisting agency's resources are dispatched, after which time the assisting agency's resources shall be billed to the requesting agency as "Assistance by Hire." The assisting agency may choose to waive the charge for additional resources or additional time, at the sole discretion of the Fire Chief of the assisting agency, or that Fire Chief's designee. The waiver of charges shall not extend beyond twelve (12) hours from the time the initial resources were dispatched.

#### A. LFD to BHL

- 1. Structure Fire Response (SFAA): (Map #1)
  - Initial Dispatch: The closest available:
    - One Task Force (may be a Light Force and an Engine Company)
    - o One Battalion Chief
  - Additional resources that may be requested under this Agreement by the on-scene Incident Commander:
    - One Task Force (may be a Light Force and an Engine Company)
    - o One Engine
    - o Two Battalion Chiefs
    - o Two Paramedic Ambulances
- 2. Jumper Response (JUMPERAA): (Map #1)
  - o One Task Force equipped with reserve air cushion
  - o One Battalion Chief
- 3. Vegetation Fire (BRUSH): (Map #2)
  - Six Engines
  - o One Light Force
  - o Two Helicopters
  - o Two Battalion Chiefs
  - One Assistant Chief (Agency Representative)
- 4. Hazardous Materials Incidents (HAZMATAA): (Map #3)
  - One Hazardous Materials Task Force
  - o One Hazardous Materials Squad
  - o One Engine
  - o One Paramedic Rescue
  - o One Battalion Chief
- 5. Purple Line Incidents (PRPLINE): (Map #4)
  - o One USAR Task Force
  - o One USAR Apparatus
  - o One USAR Paramedic Ambulance
  - o One USAR EMT Ambulance
  - o One USAR Battalion Chief
  - o One Battalion Chief
  - One Assistant Chief (Agency Representative)

# 6. Specialized and Technical Rescue

Purple Line incidents notwithstanding, any request by BHL for specialized and technical resources (e.g. USAR, Heavy Rescue etc.) shall be subject to approval by the LFD Deputy Department Commander.

# 7. Move-up Coverage

As the Area "A" Coordinator, LFD will provide fire company move-ups to BHL and may fill move-up requests with resources from any of the Area "A" cities."

NOTE: LFD serves as the back-up to BHL for EMS incidents. BHL may request up to 3 RA's into BHL. Resources may be declined by LFD if in the opinion of the LFD Floor Captain, LFD resources are limited or in degraded mode.

#### B. BHL to LFD

- 1) Structure Fire: (Map #1)
  - a) Initial Dispatch:
  - One Engine
  - One Battalion Chief
  - b) Additional resources that may be requested under this Agreement by the on-scene Incident Commander:
  - One Truck
  - One Engine
- 2) Other Fires: (Map #5)
  - One Engine
- 3) EMS Incidents: (Map #6) (ALS INCIDENTS ONLY)
  - One Engine

NOTE: BHL will NOT dispatch resources to BLS level responses in Los Angeles

- 4) Vegetation Fires: (Map #2)
  - Three Engines
  - One Battalion Chief

# 16. Annual Operating Plans

The Parties will develop Annual Operating Plans for vegetation fires in the Franklin Canyon Mutual Threat Zone and for Purple Line incidents to ensure operational readiness and efficiency. The development of such plans shall not have an effect on the implementation date of this agreement.

# 17. Communications

#### A. Radio Communications Plan

The Parties will share the use of communication systems, radios and radio frequencies for the execution of this Agreement. The requesting dispatch center shall develop and provide an incident radio communications plan to the assisting agency dispatch center at the time the request is made. The incident radio communications plan shall include, but not be limited to, one channel for communications between field units and the requesting dispatch center, and one channel for tactical communications. If the resource request includes a Chief Officer, a common command channel of the requesting agency shall be included in the incident radio communications plan.

If the assisting agency adds radio channels for its resources, those additional channels shall be made known to the requesting dispatch center and approved by the Incident Commander. No agency's resources shall communicate on radio frequencies that are not included in the incident radio communications plan.

The incident radio communications plan may be documented informally on a dispatch log and/or a field-generated tactical worksheet. If the incident radio communications plan is formalized, it shall be documented on a regionally-accepted ICS Form 205.

In the absence of a common communications plan, assisting and jurisdictional units shall communicate face to face.

#### B. Command Center Interface

Communications between Beverly Hills Dispatch and MFC shall be by radio communications, direct phone line, MDC or other more efficient means.

It is the intent of both agencies that their command centers shall maintain a successful working relationship so that each other's processes and protocols are understood and communication between the centers is efficient.

Public service telephones, MDC, or state recognized VHF channels shall be used to transmit requests for assistance between LFD Metro and Beverly Hills Dispatch.

Each dispatch center will provide the other dispatch center with the appropriate telephone numbers.

### 18. No Third-Party Benefit

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.

### 19. Consideration

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.

#### 20. Hold Harmless

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

It is understood and agreed that neither BHL nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by LFD, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to LFD under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, LFD shall fully indemnify and hold harmless BHL from any damage or liability incurred by reason of any act or omission by LFD, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to LFD under this Agreement.

It is understood and agreed that neither LFD nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act or omission by BHL, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to BHL under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, BHL shall fully indemnify and hold harmless LFD from any damage or liability incurred by reason of any act done or omission by BHL, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to BHL under this Agreement.

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# 21. No Effect on Master Mutual Aid Agreement

This Agreement will in no way affect or have a bearing on the existing California Master Mutual Aid Agreement.

# 22. Previous Agreements Canceled

This agreement supersedes and cancels any previous Automatic Aid Agreement between the parties.

(Signature Page Follows)

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IN WITNESS WHEREOF, this Agreement ham, 2024 and is effective and oprovided.	as been executed on the day of perative as to each of the parties as herein		
CITY OF LOS ANGELES			
By: KRISTIN M. CROWLEY Fire Chief			
Approved as to form and legality:	Attest:		
HYDEE FELDSTEIN SOTO City Attorney	HOLLY L. WOLCOTT City Clerk		
By:SAMUEL W. PETTY Deputy City Attorney	By:		
CITY OF BEVERLY HILLS			
By: NANCY HUNT-COFFEY City Manager			
Approved as to form:	Approved as to content:		
By:	By: GREGORY W. BARTON		

Fire Chief

City Attorney

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