KRISTIN M. CROWLEY

May 26, 2024

BOARD OF FIRE COMMISSIONERS FILE NO. 24-060

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 EL

SEGUNDO FIRE DEPARTMENT

FINAL ACTION:	—— Approved —— Denied	Approved w/Corrections Received & Filed	Withdrawn Other

SUMMARY

The Los Angeles City Fire Department (LFD) 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 LFD 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 El Segundo Fire Department (ELS) and the LFD. The portion of Los Angeles affected by this agreement is primarily Battalion 4. Additional attachments to this report include the map packet, which is incorporated into the agreement by reference, showing the affected areas of each city.

The City Attorney and LFD 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 El Segundo Fire Department for a period of five years, ending June 30, 2028.

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- 2. Authorize the Fire Chief to execute the attached Memorandum of Agreement for automatic aid with the El Segundo 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 fiscal impact.

Board report prepared by Adam Knabe, Battalion Chief, Response Committee Chair

Attachments

El Segundo 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 LOS ANGELES CITY FIRE DEPARTMENT AND THE EL SEGUNDO FIRE DEPARTMENT





WITNESSETH

WHEREAS, the parties to this Agreement provide fire protection, medical services, specialized and rescue services within their respective jurisdictional limits; and WHEREAS, fire and rescue resources for the City of El Segundo are dispatched through a central dispatch center known as South Bay Regional Communications Center (RCC) "South Bay"; 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, it is in the best interest of El Segundo and Los Angeles 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 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 Letter of Agreement may be revised or amended at any time by mutual agreement of the Fire Chiefs of the El Segundo Fire Department (ELS) and 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 **the date of execution** and shall remain operative and effective through **June 30, 2028**. Parties shall meet on or about **October 1, 2027** to begin review and 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. Mutual Benefits

ELS and LFD intend that this Agreement will provide mutual benefits to each party. The Fire Chiefs of ELS and LFD are hereby authorized to identify and revise as they deem necessary any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to each party.

4. Incident Command

In those instances where the assisting Department arrives before the jurisdictional Department, the assisting 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 assisting Department. Overall command of the incident will be assumed by the jurisdictional Department upon its arrival at the scene. The highest-ranking officer of the assisting Fire Department at the incident 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 Fire 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.

A common and agreed upon communications plan shall be established and utilized by all resources and Incident Commanders.

5. Commitment of Resources

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 and rescue service within any part of its own jurisdiction, and that the assisting 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.

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. 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 jurisdictional agency is able to relieve the assisting agency with their own resources and/or obtain the appropriate emergency resources, not to exceed a 12-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.

8. 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.

9. 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 ELS Battalion Commanders.

10. Services by the Los Angeles City Fire Department

LFD agrees to provide a designated fire, EMS and/or technical rescue response, as jointly agreed upon by the Fire Chiefs of LFD and ELS, upon request by ELS to designated areas located within the jurisdiction of El Segundo.

11. Dispatch by the Los Angeles City Fire Department

Upon receipt by LFD of an alarm within a designated area located within the jurisdiction of Los Angeles, LFD, as the jurisdictional Department, will dispatch its nearest available and appropriately designated fire response to that alarm and also notify the ELS fire dispatcher who will, in turn, dispatch the agreed-upon ELS response.

12. Services by the El Segundo Fire Department

ELS agrees to provide a designated fire and EMS response, as jointly agreed upon by the Fire Chiefs of ELS and LFD, upon request by LFD to designated areas located within the jurisdiction of Los Angeles.

13. <u>Dispatch by the El Segundo Fire Department</u>

Upon receipt by the ELS of an alarm within a designated area located within the jurisdiction of El Segundo, ELS (as the jurisdictional Department) will dispatch its nearest available and appropriately designated fire, EMS, or rescue response to that alarm and also notify an LFD fire dispatcher who will, in turn, dispatch the agreed-upon LFD response.

14. Amount and Type of Assistance

A. LFD to ELS

When requested by ELS, LFD agrees to provide the following resources to combat emergency incidents which are within the defined areas identified on the attached map. (See map #1) Additional resources may be authorized by the Fire Chief or Deputy Department Commander of LFD upon request.

Structure Fire Response (Map #1)

- Initial dispatch upon request of the on-scene IC:
 - One Task Force (may be a Light Force and Engine)
 - o One Battalion Chief
- Additional resources that may be requested by the on-scene Incident Commander:
 - o One Task Force (may be a Light Force and an Engine)
 - o One Engine Company
 - o One Battalion Chief
 - o One Paramedic Ambulance

Additional resources above a category "B" assignment must be authorized by the Fire Chief or Deputy Department Commander of the LFD upon request.

EMS Response (Request by RCC) (Map #2)

 An ALS ambulance response request from ELS to LFD may be granted only after Area G resources have been exhausted and/or an estimated on-scene arrival time exceeds 15 minutes.

JUMPER Response (JUMPERAA)

- One Task Force equipped with air rescue cushion
- One Battalion Chief

Specialized and Technical Rescue resources

 Any request by ELS for specialized and technical resources (e.g. Hazmat, USAR, Heavy Rescue etc.) shall be approved by the LFD Deputy Department Commander (through the MFC Dispatch Center)

B. ELS to LFD

When requested by LFD, ELS agrees to provide Automatic Aid with the following resources to combat emergency incidents which are within the defined areas identified on the attached map.

Additional resources may be authorized by the ELS Operations Chief/Duty Chief or Fire Chief upon request.

Fire Response

- One Engine on Vista Del Mar from one-half mile north of Imperial Highway on the north to the El Segundo city boundary on the south. (See Map#3)
- One Engine on northbound Sepulveda Blvd from Imperial Hwy to Century Blvd. (See Map#4)
- One Engine on Aviation Blvd from Imperial to one-half mile north of Imperial Hwy. (See Map#5)
- One Engine on eastbound/westbound I-105 freeway from Sepulveda Blvd. to I-405 freeway. (See Map #6)
- One Engine on Pershing Dr from Imperial Hwy to ½ mile north of Imperial Hwy (See Map#3)

EMS Responses

 One Engine with one ALS ambulance on Vista Del Mar from one-half mile north of Imperial Highway on the north to the El Segundo city boundary on the south. (See Map#7)

Freeway Incidents: Fire, EMS, and Technical Rescue

 One engine eastbound/westbound on the I-105 Freeway between the Sepulveda Blvd. and the I-405 Freeway. (See Map#6)

Note: If at any time, an engine is unavailable for response from ELS to LFD due to staffing, both parties shall meet and discuss the terms of this agreement. Inability to provide an engine will be considered a substantial reduction of services as outlined in this agreement, Section 1 Revisions.

15. Communications System

The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of the frequencies must be approved only by authorized personnel for each party and documented in the Incident Action Plan (IAP). The communications plan will be reviewed annually and included in the recurrent joint training exercise.

When a Battalion Chief is assigned to the incident from the assisting agency (i.e. structure fire, swift water and freeway physical rescue), a common command and tactical channel of the jurisdictional agency shall be used by all assigned Officers.

For incidents where there is <u>NO</u> Battalion Chief assigned from the agency providing assistance (i.e. auto and other fires on the freeway, EMS incidents, etc.) agencies' Company Commanders will communicate with each other using the tactical radio channel assigned to the agency having jurisdiction.

16. 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.

17. 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.

18. <u>Hold Harmless</u>

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 ELS 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 ELS 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 ELS, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to ELS under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, ELS shall fully indemnify and hold harmless LFD

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from any damage or liability incurred by reason of any act done or omission by ELS, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to ELS under this Agreement.

19. No Effect on Master Mutual Aid Agreement

It is mutually understood that this Agreement will in no way affect or have a bearing on the existing California Master Mutual Aid Agreement.

20. Previous Agreements Canceled

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

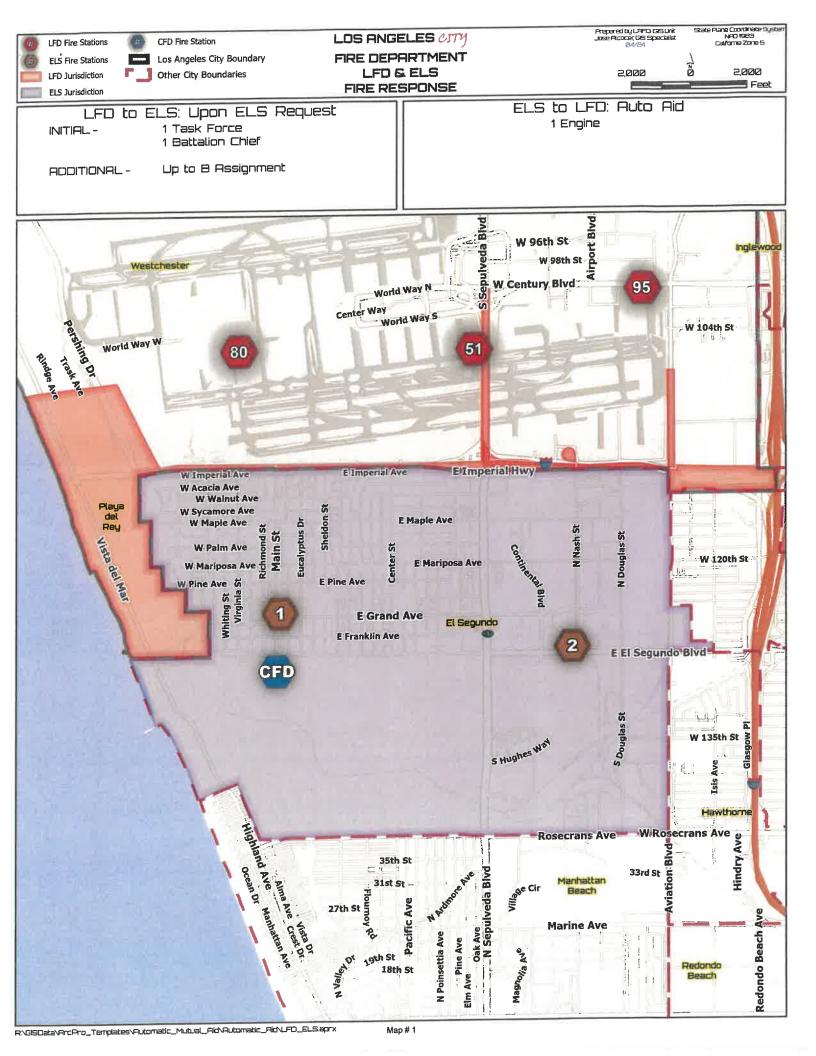
(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement has of, 2024 and is exparties as herein provided.	s been executed on the day effective and operative as to each of the			
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 PETTY Deputy City Attorney	Ву			
CITY OF EL SEGUNDO				
ByRobert Espinosa Interim Fire Chief Approved as to form:	By DREW BOYLES Mayor Approved as to content:			
By MARK HENSLEY	By Darrell George City Manager (Interim)			

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FIRE DEPARTMENT
LFD & ELS
EMS RESPONSE

Prepared by LAFO GS unit Jose Alcocer. GS Specialist 04/24 Scalifornia Zone S California Zone S California Zone S 2,000 0 2,000 Feet:

LFD to ELS: Upon ELS Request 1 ALS or BLS Rescue ELS to LFO: Auto Aid 1 ALS or BLS Engine

