

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

THIS AGREEMENT is made and entered into this 7th day of October 2025, 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 "CFPD." The SBCFPD and the CFPD are hereinafter referred to collectively or individually as "Parties" or "Party".

W I T N E S S E T H

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

WHEREAS, SBCFPD and CFPD desire 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.

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 CFPD, to the area located within the jurisdiction of the CFPD.

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1 II.

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

5 III.

6 Upon receipt by the CFPD of an alarm within the jurisdiction of the CFPD, the CFPD, as
7 the jurisdictional department, will dispatch its nearest available and appropriate designated fire
8 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 CFPD 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, that is attached and
27 incorporated by this reference.

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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 managing 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 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.

The CFPD agrees to indemnify, defend (with counsel reasonably approved by SBCFPD), and hold harmless SBCFPD and its authorized officers, employees, agents, and

1 volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this
2 Agreement from any cause whatsoever, including the acts, errors, or omissions of any person
3 and for any costs or expenses incurred by SBCFPD on account of any claim, except where
4 such indemnification is prohibited by law. This indemnification provision shall apply regardless
5 of the existence or degree of fault of indemnitees; the amount of indemnification shall depend
6 on the comparative fault of the parties as set forth below. The CFPD, and its officers,
7 employees, agents, and volunteers, will not be responsible or liable to SBCFPD for any
8 damage or liability occurring by reason of SBCFPD's sole negligent acts or omissions or willful
9 misconduct, including those of its officers, employees, agents, and volunteers, in connection
10 with or arising out of any performance, authority, or jurisdiction under this Agreement.

11 SBCFPD agrees to indemnify, defend (with counsel reasonably approved by the CFPD),
12 and hold harmless the CFPD and its authorized officers, employees, agents and volunteers
13 from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement
14 from any cause whatsoever, including the acts, errors, or omissions of any person and for any
15 costs or expenses incurred by the CFPD on account of any claim, except where such
16 indemnification is prohibited by law. This indemnification provision shall apply regardless of the
17 existence or degree of fault of indemnitees; the amount of indemnification shall depend on the
18 comparative fault of the parties as set forth below. SBCFPD, and its officers, employees,
19 agents, and volunteers, will not be responsible or liable to the CFPD for any damage or liability
20 occurring by reason of the CFPD's sole negligent acts or omissions or willful misconduct,
21 including those of its officers, employees, agents, and volunteers, in connection with or arising
22 out of any performance, authority, or jurisdiction under this Agreement.

23 In the event that the CFPD and SBCFPD are determined to be comparatively at fault for
24 any claim, action, loss or damage which results from their respective obligations under this
25 Agreement, the CFPD and/or the SBCFPD shall indemnify the other to the extent of its
26 comparative fault.

27 XII.

1 This Agreement shall be for the period of October 7, 2025, through June 30, 2030. It is
2 further agreed that either party may terminate the Agreement at any time by giving written
3 notice to the other party at least thirty (30) days prior to the date of termination.

4 XIII.

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

7 XIV.

8 This Agreement may be executed in any number of counterparts, each of which so executed
9 shall be deemed to be an original, and such counterparts shall together constitute one and the
10 same Agreement. The parties shall be entitled to sign and transmit an electronic signature of
11 this Agreement (whether by facsimile, PDF or other email transmission), which signature shall
12 be binding on the party whose name is contained therein. Each party providing an electronic
13 signature agrees to promptly execute and deliver to the other party an original signed
14 Agreement upon request.

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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.

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5 **CONSOLIDATED FIRE PROTECTION**
6 **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 Dawn Rowe,
9 Chair

10 DATE _____

10 DATE _____

11
12 **APPROVED AS TO FORM:**

12 **APPROVED AS TO FORM:**

13 DAWYN R. HARRISON
14 County Counsel

15 By _____
16 Senior Deputy

15 By _____
16 SBCFPD Attorney

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