# KRISTIN M. CROWLEY

April 22, 2024

**BOARD OF FIRE COMMISSIONERS** FILE NO. 24-039

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 VENTURA

COUNTY FIRE PROTECTION DISTRICT

FINAL ACTION: Approved Denied	Approved w/Corrections Received & Filed	Withdrawn Other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 Ventura County Fire Protection District (VNC) and LAFD. The portion of Los Angeles affected by this agreement is the West San Fernando Valley area, LAFD Battalion 15. 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.

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#### **RECOMMENDATIONS**

That the Board:

- 1. Approve the Memorandum of Agreement for automatic aid between the Los Angeles City Fire Department and the Ventura County Fire Protection District 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 Ventura County Fire Protection District.
- 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

Ventura County Agreement No.	
Los Angles 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 VENTURA COUNTY FIRE PROTECTION DISTRICT





#### WITNESSETH

WHEREAS, the parties to this Agreement, the Ventura County Fire Protection District ("VNC" or "District") and the City of Los Angeles, acting by and through the Los Angeles City Fire Department ("LFD") provide fire protection, medical services, specialized and rescue services within their respective jurisdictional limits; and

WHEREAS, fire and rescue resources for the District are dispatched through a central dispatch center known as "Ventura"; and

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

WHEREAS, it is in the best interest of the District and City of 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 Memorandum of Agreement may be revised or amended at any time by mutual agreement of the Fire Chiefs of VNC and LFD. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the parties thereto. 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, and shall remain operative and effective until **June 30, 2028**. Parties shall meet on or about **January 1, 2028** to begin review and revision meetings. Any of the parties may terminate the Agreement at any time by giving written notice to the other parties at least thirty (30) days prior to the date of withdrawal.

#### 3. Mutual Benefits

VNC and LFD intend that this Agreement will provide mutual benefits to each party. The Fire Chiefs of VNC 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 assisting Department's personnel will remain under the command of the Incident Commander. 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. Methods of Requesting Aid

All requests for aid shall be via the respective dispatch center. Persons assigned to the dispatch center for all Departments 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 agency in need with a more efficient and/or effective initial response to an emergency incident. The agreed upon resources should only be utilized until the agency having responsibility 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, the assisting agency need not respond.

#### 8. Fire Incident Reporting

Each agency is responsible for their own National Fire Incident Report (NFIRS). In the event both agencies arrive on scene, the jurisdictional department shall complete the "Fire Section" of the NFIRS report. In the event an assisting agency handles an incident in the jurisdictional department's area of responsibility, the assisting agency shall complete the "Fire Section" of the NFIRS report and the jurisdictional department will complete the NFIRS as "Aid Received", if needed. If the jurisdictional department is not dispatched, then a NFIRS report is not necessary by the jurisdictional department. 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 Assistant Valley Bureau and VNC Division Commanders.

#### 10. Services by Ventura County Fire Department

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

#### 11. Dispatch and Notification by Los Angeles City Fire Department

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

#### 12. Services by 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 VNC, upon request by VNC to designated areas located within the jurisdiction of Ventura County, as described herein.

#### 13. Dispatch and Notification by Ventura County Fire Department

Upon receipt by VNC of an alarm within a designated area located within the jurisdiction of the District. VNC, (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 automatic aid LFD response.

#### 14. Amount and Type of Assistance

When requested by VNC, LFD agrees to automatically dispatch the following resources to structure fires and EMS incidents within the areas defined below. Additional resources may be authorized by the LFD Fire Chief or Deputy Department Commander upon request. The maximum number and type of assistance available under this Agreement is listed in Sections 14.A. and 14.B., below.

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 VNC (Automatic Aid)

- Structure Fire Response: Map #1
   a)Initial Dispatch: The closest available:
  - One Task Force
  - One Battalion Chief

Additional resources upon request:

- One Task Force
- Two Engines
- One Battalion Chief
- 2. Fire Response (Non-Structure Fire): Map #2 a)Initial Dispatch: The closest available:
  - One Engine

Additional resources upon request:

- Two Task Forces
- One Engine
- One Battalion Chief

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- 3. EMS Response: Map #3 a)Initial Dispatch
  - One Engine or Light Force
  - One ALS Ambulance
- 4. Traffic Accidents: Map #4

a)Initial Dispatch: The closest available:

- One Engine or Light Force
- One ALS Ambulance

#### Specialized and Technical Rescue resources

- Any request by VNC 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).
- A request for the air rescue cushion will be filled by the closest available rescue air cushion company immediately and then followed up with a DDC notification.

#### B. VNC to LFD (Automatic Aid)

- Structure Fire Response: Map #1

   a)Initial Dispatch:
  - Four Engines
  - One Truck
  - One Battalion Chief
  - One Rescue Ambulance

Additional resources upon request:

- One Light/Air Utility
- 2. Fire Response (Non-Structure Fire): Map #2 a)Initial Dispatch:
  - One Engine
- 3. EMS Response: Map #3 a)Initial Dispatch
  - One Engine
  - One ALS Ambulance

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- 4. Traffic Accidents: Map #4 a)Initial Dispatch:
  - One Engine
  - One Truck
  - One ALS Ambulance

#### Specialized and Technical Rescue resources

Any request by LFD for specialized and technical resources (e.g. Hazmat, USAR, Heavy Rescue etc.) shall be approved by the VNC Duty Chief (through the FCC Dispatch Center).

#### 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 agency providing assistance (i.e. structure fire, and freeway physical rescue), a common command and tactical channel (of the jurisdictional agency) shall be used by all assigned members.

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 the first four hours of such aid, as described in section 14, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

#### 18. 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 VNC 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 VNC 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 VNC, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to VNC under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, VNC shall fully indemnify and hold harmless LFD from any damage or liability incurred by reason of any act done or omission by VNC, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to VNC 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

This agreement supersedes the Agreement for Automatic Aid/Initial Action dated July 1, 1989.

Signature Page to Follow

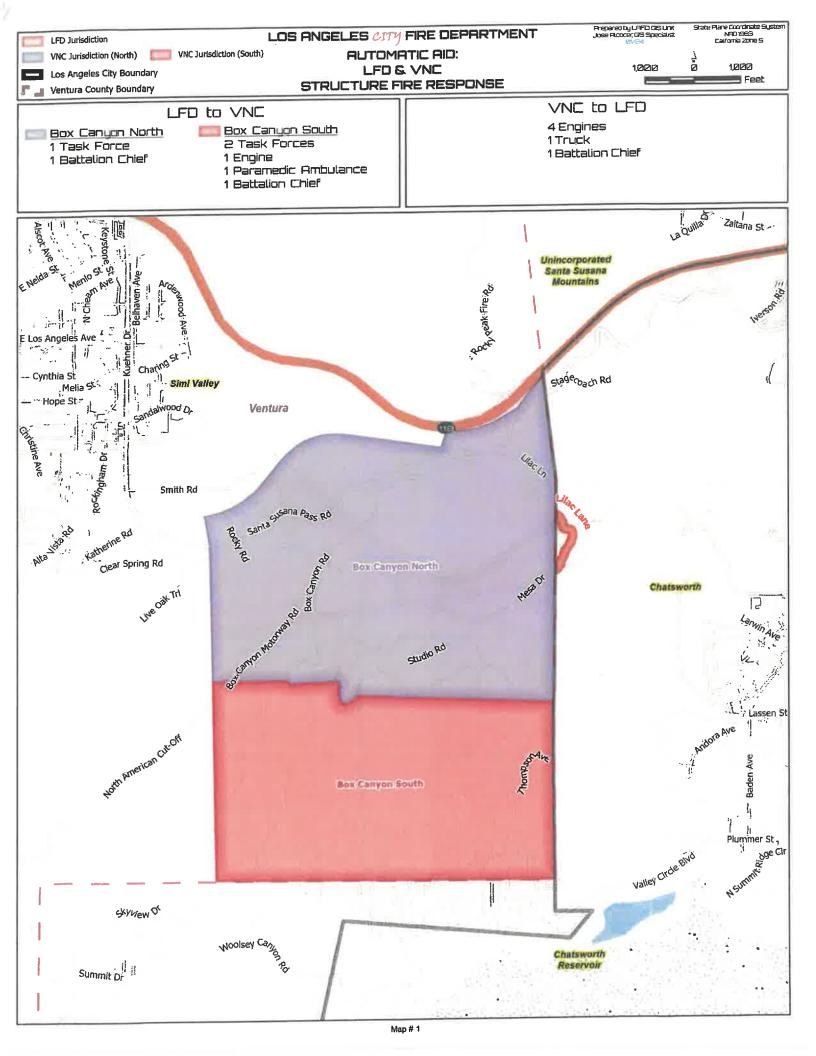
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IN WITNESS WHEREOF, this Agreement day of, 2024 an parties as herein provided.	has been executed on the d is effective and operative as to each of the
CITY OF LO	OS ANGELES
By: KRISTIN M. CROWLEY Fire Chief	
Approved as to form and legality:	Attest:
HYDEE FELDSTEIN SOTO City Attorney	HOLLY L. WOLCOTT City Clerk
By: SAMUEL W. PETTY Deputy City Attorney	By: Deputy City Clerk
COUNTY	OF VENTURA
By: Dustin Gardner Fire Chief	Ву:
Approved as to form:	Approved as to content:
By: NAME Title	By: NAME Title

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Title

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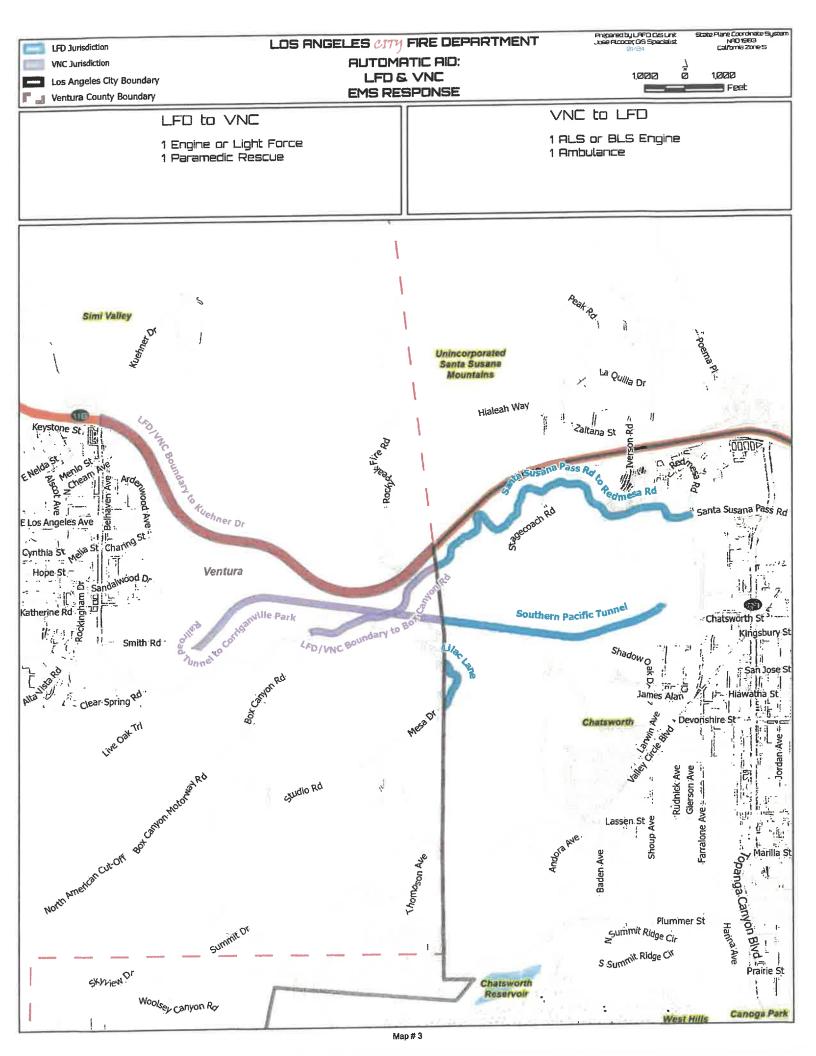
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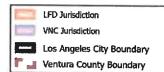
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#### LOS RNGELES CITY FIRE DEPARTMENT

AUTOMATIC AID: LFD & VNC TRAFFIC ACCIDENTS



#### LFD to VNC

- 1 Engine or Light Force
- 1 Paramedic Rescue

#### VNC to LFD

- 1 Truck
- 1 Engine
- 1 Paramedic Ambulance

