

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

September 4, 2019

BOARD OF FIRE COMMISSIONERS
FILE NO. 19-108

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL
SERVICES – BELL CANYON

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department (LAFD) provides comprehensive fire protection services and emergency medical services to the Ventura County community of Bell Canyon. Provision of service to the Bell Canyon community dates back to 1979. The most recent agreement between the City of Los Angeles (City) and the Ventura County Fire Protection District (Fire District) was executed on June 17, 2009 (Contract C-115532).

Attached is the proposed revision of the 2009 agreement. This new agreement updates contact information, updates dispatch terminology, clarifies the District's role in assuming responsibility on certain incidents within the Bell Canyon community, and clarifies the fee calculation formula.

The City Attorney reviewed and approved the Agreement as to legal form.

RECOMMENDATIONS

That the Board:

1. Approve the Agreement between the LAFD and the Ventura County Fire Protection District for a period of five (5) years, beginning July 1, 2019, and ending June 30, 2024.
2. Authorize the Fire Chief to execute the attached Agreement with the Ventura County Fire Protection District.
3. Authorize the Fire Chief sole discretion to execute amendments during the five (5) year term of the Agreement.

FISCAL IMPACT

There is no net fiscal impact. The Fire District reimburses the City for the estimated cost in advance quarterly and reconciles at the end of the fiscal year.

Board report prepared by Rick Crawford, Captain II, Planning Section (Detailed).

Attachment

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
THE VENTURA COUNTY FIRE PROTECTION DISTRICT
FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT for fire protection and emergency medical services (this "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), acting by and through the Los Angeles Fire Department (the "LAFD"), and the Ventura County Fire Protection District, a California fire protection district (the "Fire District"). The City, the LAFD, and the Fire District are at times individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the phrase emergency medical services ("EMS") shall have the meaning set forth in Health and Safety Code Section 1797.72; and

WHEREAS, the phrase basic life support services ("BLS") shall have the meaning set forth in Health and Safety Code Section 1797.60; and

WHEREAS, the phrase comprehensive initial action fire suppression/protection services shall mean actions in response to an actual or threat of fire or other emergency ("Initial Action Services"); and

WHEREAS, EMS, BLS, and Initial Action Services are collectively referred to in this Agreement as "Fire Services"; and

WHEREAS, the LAFD is a fire department operated by the City to provide Fire Services within the City's jurisdictional limits; and

WHEREAS, the Fire District is a fire protection district within the County of Ventura formed in accordance with Health and Safety Code Section 13800 et seq., and predecessor statutes, and is responsible to provide Fire Services in the Fire District's jurisdictional boundaries within the County of Ventura; and

WHEREAS, Bell Canyon is a community in the County of Ventura within the Fire District's jurisdiction and is located adjacent to the City of Los Angeles ("Bell Canyon"); and

WHEREAS, the LAFD provided extra jurisdictional Fire Services to Bell Canyon pursuant to a June 17, 2009, agreement between the City and Fire District (Contract No. C-115532); and

WHEREAS, it would be advantageous to the Parties for the LAFD to continue to provide Fire Services to Bell Canyon, and, as needed, under the terms of the California Disaster and Civil Defense Master Mutual Aid Agreement dated November 15, 1950, as may be amended from time to time (Exhibit "D"); and

WHEREAS, the Parties agree to have the LAFD continue to provide Fire Services to Bell Canyon; and

WHEREAS, the Fire District is agreeable to paying the City the full cost of Fire Services provided by the LAFD to Bell Canyon.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. SERVICES BY THE LAFD

- A. During the initial term of this Agreement or any extension hereof, the Fire District agrees to pay an annual contract fee that will ensure full cost recovery to the LAFD ("Contract Fee"). The Contract Fee will be calculated in accordance with Section 13 of this Agreement and will be pro-rated for any partial fiscal year (a fiscal year is defined as the time frame between and including the first day of July and the last day of the following June) during which Fire Services are provided by the LAFD. In exchange for the Contract Fee, the LAFD agrees to provide the following Fire Services to the Fire District in Bell Canyon, the perimeter of which is depicted in Exhibit "B" of this Agreement, which is incorporated herein by this reference:
- i. Initial Action Services consisting of the initial response of resources appropriate to the type of emergency incident, as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement (Exhibit "C" of this Agreement is incorporated herein by this reference), and
 - ii. EMS consisting of the initial and complete response of resources appropriate to the type of emergency medical incident, as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement, and
 - iii. EMS transportation consisting of the response of ambulance resources appropriate to the type of emergency medical incident as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement.

2. VEGETATION FIRE INCIDENTS

Vegetation fire and all other incidents outside of the area are covered by California Disaster and Civil Defense Master Mutual Aid Agreement dated November 15, 1950, as may be amended from time to time. The California Disaster and Civil Defense Master Mutual Aid Agreement is attached to this Agreement as Exhibit "D" and is incorporated herein by this reference.

3. DISPATCHES BY THE LAFD

Upon the LAFD's receipt of a request for Fire Services in Bell Canyon, based upon the information exchanged between the LAFD and the requestor with regard to the type of incident, the LAFD will identify and dispatch the appropriate Fire Services resources for an initial (First Alarm) response to the request. The criteria the LAFD will use to determine the appropriate Fire Services to dispatch is defined by the LAFD Tiered Dispatch system (as described in Exhibit "C"). The LAFD will also provide the caller with any pre-arrival instructions.

4. NOTIFICATIONS BY THE LAFD TO THE FIRE DISTRICT

The LAFD will dispatch its resources as determined by the LAFD Tiered Dispatch System and shall notify the Fire District of all incidents the LAFD responds to in Bell Canyon in accordance with the Operating Plan attached to this Agreement as Exhibit "C."

5. COMMITMENT OF RESOURCES

Subject to the provisions of Section 13 of this Agreement, the LAFD shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies to provide the Fire District with extra jurisdictional "All Risk Initial Action" up to and including incident stabilization, in complying with the terms of this Agreement. The Fire District will respond with the appropriate resource for the given incident type, and on arrival assume responsibility until the conclusion of the incident.

6. INCIDENT REPORTING

For single resource response incidents in Bell Canyon responded to by the LAFD, the LAFD will have the responsibility of incident reporting and follow procedures for notifying the Fire District of all incidents in Bell Canyon. On incidents where there are multiple resources or any incident that requires the response of the Fire District, the Fire District will have the responsibility of incident reporting.

7. PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE

Pursuant to the provisions of California Government Code Section 895.4 et seq., each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission by any of the Parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between the Parties or judicially determined.

The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

8. NO THIRD-PARTY BENEFICIARY

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.

9. INSURANCE

The Parties agree to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate will state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Parties are self-insured entities.

10. ADMINISTRATION

The Fire Chief of the LAFD and the Fire Chief of the Fire District shall be responsible for the administration of this Agreement. The Fire District and the LAFD agree to promptly notify one another in writing regarding any change in resource levels or dispatch policies and will report any such change to one another.

11. TERM

The term of this Agreement will be effective on July 1, 2019, through June 30, 2024, unless otherwise terminated earlier by written notice as provided herein.

12. TERMINATION

Any of the Parties may terminate this Agreement at any time by providing a written notice to terminate in accordance with Section 14 of the Agreement. The notice to terminate shall be a minimum of 90 days in advance of the termination date.

Any of the Parties may terminate this Agreement for cause, if another Party defaults. The Party claiming default must notify the other Party of the default in writing and provide a reasonable period to cure. The Agreement terminates upon the defaulting Party's failure to cure within the stated cure period. If this Agreement is terminated due to the LAFD's default, the LAFD will provide the Fire District a refund of any fees paid to the LAFD for services in excess of those rendered.

If this Agreement is terminated due to Fire District's default, the LAFD may cease all services to the Fire District. The LAFD will provide the Fire District with a close out invoice for actual services provided, payable within 30 days of receipt.

13. FEES AND METHOD OF PAYMENT

- A. Fees. The LAFD will charge an annual Contract Fee equal to the cost of providing services, calculated as set forth in this Section 13. The Contract Fee is payable in quarterly installments, due in advance of service.
- B. Invoices. The LAFD will provide an invoice a minimum of 30 days prior to the upcoming payment due date. The LAFD will invoice the Fire District on a quarterly basis.
- C. Incident Statistics. The LAFD will provide Fire District a report showing the LAFD's resource responses to incidents in the community of Bell Canyon. The report will be included with the invoice as stated above in subsection B.
- D. Payment Due Dates. Except for the first payment, payments are due on July 1, October 1, January 1, and April 1, of each year for the term of the Agreement. The first payment is due upon execution of the Agreement. Subsequent payments are due in accordance with the above schedule.
- E. Service Period. The first service period will begin on July 1, 2019, and end on June 30, 2020. Each annual service period thereafter, for fee calculation purposes, will begin the following July 1 and end on June 30 of the following calendar year.
- F. Fee Calculation and Reconciliation. Fire Services for Bell Canyon are provided by the LAFD with a combination of fire engines, trucks, light forces and rescue ambulances. These resources respond to City incidents as well as Bell Canyon incidents. Therefore, the cost for Fire Services for Bell Canyon is a percentage based on the amount of time worked on Bell Canyon incidents over total time worked on all incidents.

For example, if Engine X spent 1000 minutes working in a year and 100 of those minutes were spent on Bell Canyon-related incidents, the Bell Canyon costs would be 10% of the total cost for Engine X.

The City calculates its costs using a combination of factors, including average salaries, expenses, Cost Allocation Plan ("CAP") costs and other compensated time off factors. The formula for calculating the cost of Engine X would be as follows:

Total Direct Cost = Total Salary + Backfill Costs + Emergency Overtime + Bonus + Expenses

Total Cost = Direct Cost + CAP Fringe Benefits + CAP Central Services + Div/Batt OH + CAP Dept Admin

Bell Canyon Cost = Total Cost multiplied by Bell Canyon percentage of use (10%).

The annual Contract Fee will be the cost of services under this Agreement (or, for the first service period of this Agreement, under Contract No. C-115532) in the preceding Service Period. On June 1 of each year, the LAFD will provide the Fire District with an invoice for the annual Contract Fee as so calculated for the Service Period beginning July 1 of that year.

Within 90 days of the end of a Service Period, the LAFD will reconcile the actual cost of Fire Services with the payment provided for the subject Service Period. If the actual cost of services differs from the amount paid, the LAFD will in the invoice for the current service period show either a credit in favor of the Fire District for any overpayment or an additional amount owed to the LAFD for any underpayment.

G. Maintenance of Records

- i. Fire Services. The LAFD will maintain all incident records for Fire Services provided to Bell Canyon at its primary location of 200 N. Main Street, Room 1630, Los Angeles, California 90012. The Fire District will have full access to review and audit these records for a period of at least 36 months following the end of this Agreement.
- ii. Patient Transports. The LAFD will maintain all patient transport records in accordance with applicable, current and future, local, state, and federal laws and statutes including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent authorized by HIPAA, the LAFD shall allow the Fire District access to the patient's transport records with the understanding that the Fire District has taken reasonable and necessary steps to protect patient health information by having the appropriate policies and procedures in place.

14. RECONCILIATION UPON TERMINATION

Early Termination. Upon early termination of the Agreement, the LAFD will reconcile services provided to the Fire District and will issue an adjusted invoice based upon actual services provided in accordance with Section 13. If the adjusted invoice is for an amount greater than that already paid by the Fire District, then the Fire District will remit payment within 30 days of the date of the invoice. In the event the adjusted invoice is for an amount less than already paid by the Fire District, then the LAFD will reimburse to the Fire District the difference between the actual costs of services and the amount paid by the Fire District. If the Fire District has not paid the invoice for the current service period, then the Fire District agrees to pay an amount that reflects the actual services provided to the Fire District through the effective date of termination and adjustments, if any, that may be outstanding from the previous service period(s).

15. NOTICES

Notices to the Parties hereunder shall be in writing by certified mail or personal service as follows:

Mark Lorenzen, Fire Chief
Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010-8586

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, CA 90012

16. OPERATING PLAN

At the commencement of this Agreement, the Parties agree that they will perform their operational duties in accordance with the operating plan attached hereto as Exhibit "C" (the "Operating Plan"). In addition, the Parties, through the administrators identified in Section 10 or their designees, shall meet and confer in good faith at least once a year to discuss their respective performance of duties and functions under the Operating Plan. During the meetings the Parties will discuss whether any modification to the Operating Plan is necessary and appropriate. Notwithstanding Section 18 or any other provision of this Agreement, the Parties, through the administrators identified in Section 10 or their designees, may modify the Operating Plan without amending this Agreement.

17. DISPUTE RESOLUTION

In the event of a dispute among the Parties as to the Operating Plan, payment or any other issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit any Party's right to pursue any available remedies at law or in equity.

18. AMENDMENT

Any extension or amendment of this Agreement must be made in writing and executed by the City and the Fire District.

19. SEVERABILITY

The Parties agree that if any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such validity, illegality, or unenforceability shall not affect other parts, terms or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

20. STANDARD CONTRACT PROVISIONS

The Fire District is a public entity and as such, agrees to comply with Exhibit "A" –

Standard Provisions for City Contracts (Rev. 10/17)[v.3], only when those provisions are relevant to the Fire District's performance of the Agreement and when they do not conflict with or exceed the Fire District's own rules and regulations or any of the local, state, federal rules and regulations to which the Fire District is bound. To the extent there is a conflict on any subject matter between the Agreement and the Standard Provisions for City Contracts, the language in the Agreement shall govern.

21. ENTIRE AGREEMENT

A. Complete Agreement

This Agreement contains the full and complete agreement among the Parties. No verbal agreement or conversation with any officer or employee of any of the Parties will affect or modify any terms and conditions of this Agreement.

B. Number of Pages and Attachments

This Agreement is executed in six (6) sextuplicate originals, each of which is deemed to be an original. This Agreement includes nine (9) pages and four (4) exhibits, which constitute the entire understanding and agreement of the Parties.

Exhibit A – Standard Provisions for City Contracts (Rev. 10/17)[v.3]

Exhibit B – Bell Canyon Vicinity Map

Exhibit C – Operating Plan

Exhibit D – California Disaster and Civil Defense Master Mutual Aid Agreement

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES
LOS ANGELES FIRE DEPARTMENT**

By: _____
Ralph M. Terrazas
Fire Chief

DATE: _____

**VENTURA COUNTY FIRE PROTECTION
DISTRICT**

By: _____
Mark Lorenzen
Fire Chief

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
Kimberly D. Miera
Deputy City Attorney

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

DATE: _____

Agreement Number: _____