

JAN 22, 2009

# LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY  
FIRE CHIEF

January 9, 2009

BOARD OF FIRE COMMISSIONERS  
FILE NO. 09-002

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief *DLB*

SUBJECT: INITIAL ACTION 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 Withdrawn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

**Recommendations:** That the Board:

1. Approve the attached revised Initial Action Agreement for Fire Protection and Emergency Medical Services between the Los Angeles Fire Department and the Ventura County Fire Protection District.
2. Direct the Commission Executive Assistant II to transmit the Initial Action Agreement to the Mayor and City Council for review and approval, in accord with Executive Directive No. 3.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached Initial Action Agreement with the Ventura County Fire Protection District.

**Summary:**

In 1979, the Los Angeles Fire Department (LAFD) began providing "initial action fire suppression and first aid services" to Bell Canyon, a community within the Ventura County Fire Protection District. In 1996, the agreement was revised to incorporate the delivery of Advanced Life Support (ALS) services to Bell Canyon (C.F. 95-2434 – Contract No. C-94342). Cost was computed on the basis of three Firefighter/Paramedic positions assigned to Fire Station 106 (the closest LAFD resource), and was paid by the Bell Canyon Community Services District (the "Association").

For Fiscal Year 2007/08, the Association was billed \$137,430 for the cost of services (\$106,338 for Fire Services; \$31,092 for ALS Services).

Responses into Bell Canyon currently average five per week; on average, half of the calls are for Emergency Medical Services (EMS) and the remaining half are for fire-related or fire alarm responses.

Since 1979, providing LAFD Fire and EMS services to Bell Canyon has mutually benefited the City of Los Angeles and the residents of Bell Canyon: Los Angeles generates revenue and Bell Canyon residents receive more rapid Fire and EMS response than can be provided by the Ventura County Fire Protection District.

To further improve Fire and EMS services for the Bell Canyon community, the LAFD (with the assistance of the City Attorney) and the Ventura County Fire Protection District have revised the 1996 Initial Action Agreement incorporating three major changes:

- As determined by the LAFD Priority Dispatch System, dispatch similar resource configurations into Bell Canyon as are dispatched within the City of Los Angeles;
- Obtain full cost recovery by the City of Los Angeles for the dispatch of resources into Bell Canyon; and
- Designate the Ventura County Fire Protection District as the entity responsible for payment.

On December 9, 2008, the Ventura County Board of Supervisors is expected to authorize the Fire Chief to execute the Agreement.

The revised Initial Action Agreement calculates full cost recovery based on the services provided during the preceding Service Period. The first Service Period will begin on the execution date and end on June 30, 2009; subsequent Service Periods will begin July 1 and end June 30 of the following year. Utilizing the full cost recovery method, the bill for FY 2007/08 would have totaled \$245,708.

Utilizing the LAFD Priority Dispatch System, the services available to Bell Canyon under the revised Initial Action Agreement are:

- Fire Suppression protection consisting of initial response of resources appropriate to the type of emergency incident;
- Emergency Medical Services consisting of the initial and complete response of resources appropriate to the type of emergency medical incident; and
- Emergency Medical Services transportation consisting of the response of ambulance resources appropriate to the type of emergency medical incident.

Exhibit "C" of the attached Initial Action Agreement, i.e., the Operating Plan, contains the LAFD Priority Dispatch System-based algorithms which will be implemented for response into Bell Canyon. Operations Control Division anticipates a January 13, 2009 implementation date for the revised dispatch algorithms.

**Conclusion:**

Approval of the attached revised Initial Action Agreement will provide Fire and EMS response to the Bell Canyon community commensurate with that provided to the City of Los Angeles, as well as generate revenue for the City by obtaining full cost recovery for services rendered.

Board report prepared by Lorraine Kwiatkowski, Management Analyst, Chief of Staff's Office.

Attachment

**INITIAL ACTION AGREEMENT FOR FIRE PROTECTION AND  
EMERGENCY MEDICAL SERVICES  
BETWEEN THE LOS ANGELES FIRE DEPARTMENT AND  
THE VENTURA COUNTY FIRE PROTECTION DISTRICT**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2008 by and between the City of Los Angeles (hereinafter referred to as "City"), a municipal corporation acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD") and the Ventura County Fire Protection District (hereinafter referred to as the "District"), a special district within the County of Ventura formed in accordance with Health and Safety Code Section 13800 et seq., and predecessor statutes, for fire protection and emergency medical services (hereinafter referred to as "fire and EMS") to a community within the District, known as Bell Canyon.

**WITNESSETH:**

**WHEREAS**, the LAFD provides fire and EMS within its jurisdictional limits; and,

**WHEREAS**, the LAFD currently provides the District with extra jurisdictional "initial action" fire suppression/protection (actions in response to an actual or threat of fire or other emergency) and Basic Life Support (as that term is defined in Health and Safety Code Section 1797.60) services in Bell Canyon, a community within the County of Ventura, and adjacent to the City of Los Angeles, pursuant to a December 4, 1979 agreement between the LAFD and the District (**Contract # C-94342**); and,

**WHEREAS**, it would be advantageous to both parties for the LAFD to provide comprehensive fire services and Emergency Medical Services ("EMS" - as that term is defined in Health and Safety Code Section 1797.72) in Bell Canyon, and, as needed, under the terms of the "CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT" dated November 15, 1950, and as may be amended from time to time (Exhibit "A"); and,

**WHEREAS**, the LAFD is agreeable to provide fire and EMS to the Bell Canyon community for the District; and,

**WHEREAS**, the District is agreeable to paying the City the full cost of fire and EMS provided to Bell Canyon and the District,

**NOW THEREFORE**, it is agreed as follows:

**1. SERVICES BY LAFD**

- A. During the initial term of this Agreement or any extension hereof, the District agrees to pay an annual Contract Fee that will ensure full cost recovery to LAFD ("Contract Fee"). The Contract Fee will be pro-rated for any partial fiscal year. In exchange for the Contract Fee, the LAFD agrees to provide the following fire and EMS services to the District in Bell Canyon, the perimeter of which is depicted in Exhibit "B" of this agreement, which is incorporated herein by reference:
- i. Fire Suppression protection consisting of initial response of resources appropriate to the type of emergency incident, as determined by the LAFD Priority Dispatch system, as described in Exhibit "C", and,
  - ii. Emergency Medical Services consisting of the initial and complete response of resources appropriate to the type of emergency medical incident, as determined by the LAFD Priority Dispatch system, and,
  - iii. Emergency Medical Services Transportation consisting of the response of ambulances resources appropriate to the type of emergency medical incident, as determined by the LAFD Priority Dispatch system.

**2. BRUSH FIRE INCIDENTS**

Brush 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, and as may be amended from time to time, and is attached hereto as Exhibit "A".

**3. DISPATCHES BY LAFD**

Upon receipt by LAFD of a request for service 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 resources for an initial (First Alarm) response, to the type of incident as determined by the LAFD Priority Dispatch system (as described in Exhibit "C"), and provide the caller with any pre-arrival instructions.

The LAFD will dispatch its resources as determined by the LAFD Priority Dispatch system and notify the District of all incidents the LAFD responds to in the District, in accordance with the Operating Guidelines (attached hereto as Exhibit "C") established between the LAFD and District.

**4. INDEMNIFICATION**

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. Each party indemnifies and holds harmless the other party with respect to liability imposed or sought to be imposed on the other party solely by virtue of Section 895.2 and not by virtue of the other party's negligent or wrongful act or omission. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both the Los Angeles Fire Department and the Ventura County Fire Protection District certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement.

**5. GENERAL LIABILITY INSURANCE**

The City and District shall maintain in effect through the term of this contract the coverage and policy limits as stated in Form 146 (Exhibit "D"). The City and District may satisfy the insurance obligations by a combination of commercial insurance, formal risk pooling under California statutory provision, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the City and District.

**6. COMMITMENT OF RESOURCES**

Subject to the provisions of Section 11, LAFD shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies in complying with the terms of this Agreement.

**7. 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.

**8. ADMINISTRATION**

The Fire Chief of the LAFD and the Fire Chief of the District shall be responsible for the administration of this Agreement. Any change in resource levels or dispatch policies by either party will be in writing and promptly reported to the Fire Chiefs of the LAFD and the District.

**9. TERM**

The term of this Agreement will be effective on the date of execution through June 30, 2013, unless terminated earlier by written notice as provided herein. Services may have been provided prior to the date of execution. The District agrees to pay for services provided beginning July 1, 2006. This Agreement may be renewed at the discretion of the Fire Chief of the LAFD for an additional five-year term, on the same terms and conditions provided.

**10. TERMINATION**

Either party may terminate this Agreement at any time by providing a written notice to terminate in accordance with Section 13 of the Agreement. The notice to terminate shall be provided a minimum of 90 days in advance of the termination date.

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

If this agreement is terminated due to the District's default, the LAFD may cease all services to the District. The LAFD will provide the District with a close out invoice for actual services provided, payable within 30 days of receipt. Invoices for actual services rendered and not paid within 30 days will be subject to late fees and interest, as may be determined by the City of Los Angeles, Office of Finance.

**11. FEES AND METHOD OF PAYMENT**

- A. Fees. LAFD will charge a yearly fee equal to the actual cost of providing services. The 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 Ventura County Fire Protection District on a quarterly basis.
- C. Payment Due Dates. With the exception of 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 accord with the above schedule.
- D. Service Period. The first service period will begin on the date that this Agreement is executed and end June 30, 2009. Each Service Period thereafter, for fee calculation purposes, will begin July 1 and end June 30 of the following year.
- E. Fee Calculation and Reconciliation. The LAFD will anticipate costs of services based on cost of services in the preceding Service Period, including staffing, direct

and indirect costs, among other things. On June 1 of each year, the LAFD will provide the District with an invoice for the anticipated cost of services for the Service Period beginning July 1 of that year, with the exception of the first Service Period.

Within 90 days of the end of a Service Period, the LAFD will reconcile the actual cost of services with the payment provided for the subject Service Period. If the actual cost of services differs from the amount paid, the LAFD will provide an adjusted invoice for the current Service Period, reducing or increasing the amount owed by the amount of the differential.

**F. Maintenance of Records.**

- i. **Fire Services.** The LAFD will maintain all incident records for fire and EMS provided to the District at its primary location of 200 N. Main Street, Room 1630, Los Angeles, California 90012. The 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 Ventura County Fire Protection District access to the patient's transport records with the understanding that the District has taken the reasonable and necessary steps to protect patient health information by having the appropriate policies and procedures in place.

**12. RECONCILIATION UPON TERMINATION**

**Early Termination.** Upon early termination of the Agreement, the LAFD will reconcile the services provided to the District, and will issue an adjusted invoice based upon actual services provided in accordance with Section 11. If the adjusted invoice is for an amount greater than that already paid by the District, then the 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 District, then the LAFD will reimburse to the District the difference between the actual costs of services and the amount paid by the District. If the District has not paid the invoice for the current contracted fiscal year, then the District agrees to pay an amount that reflects the actual services provided to the District through the effective date of termination and adjustments, if any, that may be outstanding from the previous contracted fiscal year(s).



**13. NOTICES**

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

Bob Roper, Fire Chief  
Ventura County Fire Protection District  
165 Durley Avenue  
Camarillo, CA 93010-8586

Douglas L. Barry, Fire Chief  
Los Angeles Fire Department  
Room 1800, City Hall East  
200 North Main Street  
Los Angeles, CA 90012

**14. OPERATING GUIDELINES**

The parties, through the administrators identified in Section 8 or their designees, shall meet and confer in good faith to establish in writing the extent of the duties and functions to be performed, and the level and manner of performance, by the LAFD under this Agreement (Operating Guidelines) and shall from time to time meet and confer in good faith to determine whether any modifications to the operating guidelines are necessary and appropriate.

**15. DISPUTE RESOLUTION**

In the event of a dispute between the parties as to the operating guidelines, 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 the parties' right to pursue any available remedies at law or in equity.

**16. AMENDMENT**

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

## **17. ENTIRE AGREEMENT**

### **A. Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

### **B. Number of Pages and Attachments**

This Agreement is executed in eight (8) duplicate 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.

## **18. Child Support Assignment Orders**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

**CONTRACTOR/CONSULTANT** shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**19. Equal Benefits Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650."

(2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

(5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

**20. Slavery Disclosure Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused the Agreement to be executed by their respective duly authorized representatives.

**LOS ANGELES FIRE DEPARTMENT**

**VENTURA CO. FIRE PROTECTION DISTRICT**

By \_\_\_\_\_  
Douglas L. Barry  
Fire Chief

By \_\_\_\_\_  
Bob Roper  
Fire Chief

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

Rockard J. Delgadillo, City Attorney

Karen E. Kalfayan, City Clerk

By \_\_\_\_\_  
Laurel L. Lightner  
Deputy City Attorney

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Date: \_\_\_\_\_

LAFD Agreement Number \_\_\_\_\_

VCFD Agreement Number \_\_\_\_\_

EXHIBIT "A"

**CALIFORNIA  
DISASTER AND CIVIL DEFENSE  
MASTER MUTUAL AID AGREEMENT**

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

***WITNESSETH:***

***WHEREAS***, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

***WHEREAS***, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

***WHEREAS***, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

***NOW, THEREFORE, IT IS HEREBY AGREED*** by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a *STATE OF EXTREME EMERGENCY* has been proclaimed.
5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans." (Section 1564, Military and Veterans Code.)
6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
  - a. Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

- b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
  - c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
  - d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
  - e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
  - f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:
  - a. The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "*CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT.*" Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
  - c. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.
10. Termination of participation in this agreement may be effected by any party as follows:
  - a. The Governor on behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

***IN WITNESS WHEREOF*** this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.



Signed by: EARL WARREN  
GOVERNOR

On behalf of the State of California and all its  
Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN  
SECRETARY OF STATE



**Note:**

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

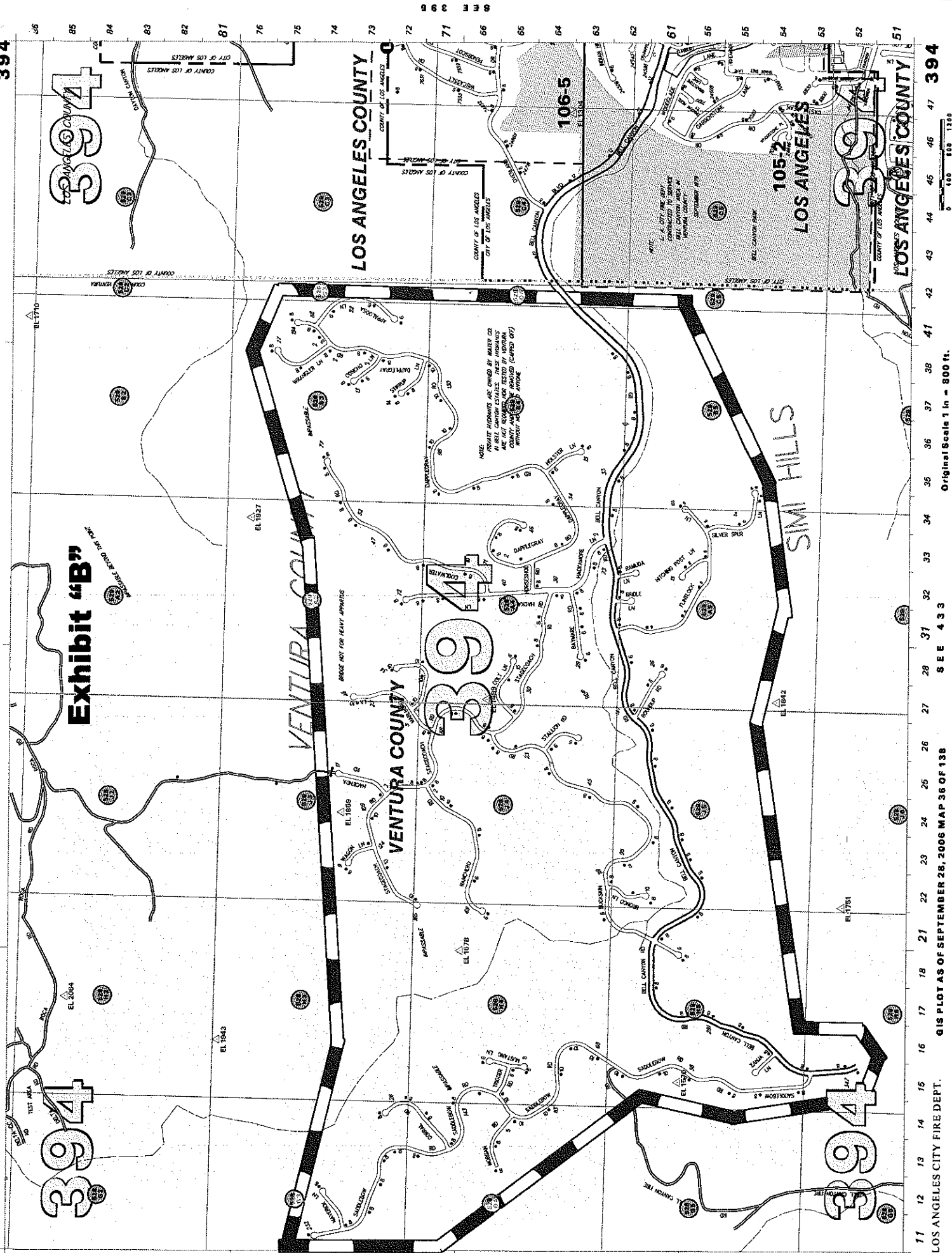
In addition, Section 8561 of the new act specifically provides:

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

## Exhibit "B"

NO MAP



**EXHIBIT "C"**  
**OPERATING PLAN**  
**INITIAL ACTION AGREEMENT FOR FIRE PROTECTION**  
**AND**  
**EMERGENCY MEDICAL SERVICES**  
**BETWEEN THE**  
**LOS ANGELES FIRE DEPARTMENT**  
**AND THE**  
**VENTURA COUNTY FIRE PROTECTION DISTRICT**

**IDENTIFICATION**

This Operating Plan is between the Los Angeles Fire Department (LAFD) and the Ventura County Fire Protection District (District) identifying the dispatch of resources into the Bell Canyon Community. LAFD and the District are referred to collectively as the Parties.

**OPERATING PLAN**

This Operating Plan will include protection area maps for all PARTIES, current costs for use of LAFD equipment, personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation.

The purpose of this Operating Plan is to outline the operating procedures for carrying out initial action fire protection between the "LAFD," and the "DISTRICT." This Operating Plan is a guide for day-to-day operations and is not intended to replace or adjust any uniform mutual assistance agreement, which may be in effect.

This Operating Plan involves utilization of the resources defined in this Agreement as the initial dispatch (refer to the Priority Dispatch System).

This Operating Plan outlines procedures for the shared use of the PARTYS' fire suppression resources including personnel, apparatus, and equipment to control structure, and other fires occurring within the Bell Canyon Community delineated by the Agreement.

**NOTIFICATIONS**

Upon receipt of a fire or emergency medical dispatch, it shall be the responsibility of the receiving jurisdiction to notify the other party of the emergency dispatch. When taking action, the "LAFD or District" will, as soon as possible, notify the "District or LAFD" in accordance with the Operating Plan; detailing equipment and personnel that were dispatched to the incident location.

## **INITIAL DISPATCH**

Upon receipt of an "911" emergency request, the LAFD will notify the District of the emergency and the fire or emergency resources dispatched into the Bell Canyon Community.

The LAFD Operation Control Division (OCD) shall coordinate initial dispatch of resources and notification shall be made to the "District."

## **METHODS OF DISPATCH**

### **1. LAFD Priority Dispatch System**

Upon receipt of a report of an incident covered by this Agreement in the Bell Canyon area, the "LAFD" OCD shall immediately notify the "District" telephonically as provided for herein and dispatch the LAFD resources, according to the 2007 Algorithm for Bell Canyon.

Upon receiving an alarm call directly from the public, the "LAFD" shall initiate dispatch of their agreed-upon resource package without receiving a request from the "District", provided that they simultaneously attempt to notify both the "LAFD" and the "District."

The "LAFD" utilizes a Priority Dispatch system, a computer-based system containing comprehensive Fire and EMS services algorithms, to determine and dispatch the appropriate resources for each emergency incident. The "LAFD and District" have established pre-determined algorithms for service to the Bell Canyon community, and are identified by the following chart.

### **RESOURCES – (PRIORITY DISPATCH SYSTEM)**

<b>Current Dispatch</b>	<b>2007 Algorithm for Bell Canyon</b>	
<b>Automatic Alarm</b>	B	1E+1LF
	A and C	1LF or 1E
<b>Automobile Fire</b>	**	1E
<b>Bells Ringing</b>	B	1E+1LF
<b>Brush Fire</b>	**	6E+1LF+2BC+2H
<b>Bus Fire</b>	**	2E+1LF+1BC
<b>Chemical Spill</b>	**	1E or 1LF
<b>Cliff, Vehicle</b>	**	1E+1LF+1RA+1BC+1HS+1EM+1HR+UV
<b>Confined Space Rescue</b>	**	2E+1LF+1BC+1PA+1EM+1HR+PE+UG
<b>Collapsed Structure 1</b>	B and C	3E+2LF+1BC+1HR+PE+UG+EM
	A	2E+1LF+1BC+1HR+PE+UG+EM
<b>Collapsed Structure 2</b>	**	3E+2LF+1BC+1HR+PE+UG+EM
<b>Drowning, Phys. Rescue</b>	**	1E+1LF+1PA+1BC+EM
<b>Electrical Failure</b>	**	1E
<b>Stuck Elevator</b>	**	1LF
<b>Engine Response</b>	**	1E

Explosion	B and C	3E+2LF+1BC+PA+EM
	A	2E+1LF+1BC+PA+EM
General Fire	B	3E+2LF+1BC+1SQ+1E+1RAE(5)
	A	3E+2LF+1BC+1SQ+1E+1RAE(5)
	C	3E+1LF+1BC+1SQ+1E+1RAE(5)
Investigate Flooding	**	1LF or 1E
Fire Reported Out	**	1E
Fireworks Investigation	**	1E
Grass Fire	**	1E
Hazardous Materials	**	2E+1LF+1RA+1BC+1SQ+1EM+1PE
Hydrant	**	1LF
Illegal Burning	**	1E
Investigate, Fire Type	**	1BC
Investigate, Medical Type	**	1EM
Natural Gas Leak	**	1LF or 1E
Lockout	**	1LF or 1E
Refrigerant Leak	**	1E or 1LF
Lumberyard Fire	B	3E+2LF+1BC+1SQ+1E+1RAE(5)
	A	2E+1LF+1BC+1SQ+1E+1RAE(5)
	C	3E+2LF+1BC+1SQ+1E+1RAE(5)
Mailbox Fire	**	1E or 1LF
Pipeline Leak	**	2E+1LF+BC
Utility Pole Fire	**	1E
Radioactive Material	**	2E+1LF+1BC
Railroad Car Fire	**	2E+1LF+1BC
Rubbish Fire	**	1E
Reported Smoke	B	3E+2LF+1BC+1SQ+1E+1RAE(5)
	A	2E+1LF+1BC+1SQ+1E+1RAE(5)
	C	3E+1LF+1BC+1SQ+1E+1RAE(5)
Smoke Detector	B	1E+1LF
	A and C	1LF or 1E
Structure Fire	B	3E+2LF+1BC+1SQ+1E+1RAE(5)
	A	2E+1LF+1BC+1SQ+1E+1RAE(5)
	C	3E+1LF+1BC+1SQ+1E+1RAE(5)
Snake	**	1E or 1LF
Tank Truck Fire	**	2E+1LF+1BC
Tarpot Fire	**	1E
Terrorist	**	1E+1BC
Tree Fire	**	1E
Trench Rescue	**	2E+1LF+1BC+1HR+PE+UG+EM
Truck Response	**	1LF
Tunnel Rescue	**	3E+2LF+1BC+1PA+1PE+1SQ+1HR+1TU+1E+UG+EM
	NOS	3E+2LF+1BC+1PA+1PE+1SQ+1HR+1E+EM
Trapped Vehicle	**	2E+1LF+1PA+1BC+1EM+1HR+1E
Wash Down (Minor)	**	1E
Wash Down (Major)	**	3E+2LF+1BC+1SQ
Water Flow	B	1E+1LF
	A and C	1LF or 1E

<b>Wires Down</b>	<b>**</b>	<b>1LF or 1E</b>
<b>Transformer Fire</b>	<b>**</b>	<b>1E</b>

### **INCIDENT COMMAND**

The ranking/senior officer of the first-arriving unit will take necessary action dictated by the situation. Overall command of the incident will be assumed by the first arriving fire or medical resource upon arrival at the scene. The first arriving protecting PARTY will remain in command of their own resources. The ranking/senior officer on scene from the assisting PARTY will contact the Incident Commander for resource coordination. The resources of the "LAFD" will be released from the incident by the "District" as soon as possible, unless, the District request the "LAFD" to provide continued services.

The "District" shall be responsible for obtaining information and completing incident reports for incidents within the Bell Canyon community. The LAFD shall provide appropriate information to assist with report processing.

### **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE**

The PARTIES will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. Any information gathered by the LAFD shall be turned over to the District as soon as possible. It is the responsibility of the District to pursue an investigation. To the extent permitted by Federal and State law, the LAFD will provide investigation files relative to the incident to the District upon request.

### **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.

### **AMENDMENTS**

This Agreement may be amended at any time by written mutual consent of the PARTIES hereto.

**APPROVAL:**

IN WITNESS WHEREOF, the PARTIES have executed this Operating Plan as of the last date written below:

\_\_\_\_\_  
DOUGLAS L. BARRY  
Fire Chief  
Los Angeles Fire Department

\_\_\_\_\_  
BOB ROPER  
Fire Chief  
Ventura County Fire  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT "D"

Form Gen. 146 (Rev. 9/06)

**Required Insurance and Minimum Limits**Name: Los Angeles Fire DepartmentDate: 07/26/2007Agreement/Reference: Ventura County Fire Protection District

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>		WC	<u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	EL	<u>\$1,000,000</u>
	<input type="checkbox"/> Jones Act		

<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$5,000,000</u>
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/>	

<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
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**Professional Liability** (Errors and Omissions)Discovery Period 12 Months After Completion of Work or Date of Termination**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

- |  |   |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood             | <input type="checkbox"/> Builder's Risk       |
| <input type="checkbox"/> Earthquake        | <input type="checkbox"/>                      |

**Pollution Liability**☐**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**100% of the contract price**Crime Insurance****Other:** General Notes:

- 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://www.lacity.org/cao/risk/InsuranceForms.htm>
- 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.