

**SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES
BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE COUNTY OF VENTURA**

This Supplemental Memorandum of Understanding ("Supplemental MOU") is authorized by the Board of Supervisors of the County of Los Angeles and the Board of Supervisors of the County of Ventura, as the Boards of Directors for the Consolidated Fire Protection District of Los Angeles County and the Ventura County Fire Protection District, respectively, in the Agreement for Exchange of Fire Protection and Rescue Services dated August 3, 1978; and is pursuant to Section VI of Agreement 32973 dated February 8, 1978.

This Supplemental MOU is in addition to the Memorandum of Understanding dated July 15, 1997 ("1997 MOU"), outlining the procedures for carrying out an Automatic Aid/Initial Action response between the Consolidated Fire Protection District of Los Angeles County (District) and the Ventura County Fire Protection District (VNC) (collectively referred to as "Parties," or individually as "Party").

The purpose of this Supplemental MOU is to establish a revenue and expenditure schedule with VNC for the use of owned or leased aircrafts, including but not limited to, the Southern California Edison's Quick Reaction Force (QRF) Program of Very Large Helitankers (VLHT) on standby, twenty-four hours a day. This Supplemental MOU references the latest adopted County of Los Angeles Board of Supervisors' letter authorizing the District's aircraft lease as Exhibit A. This Supplemental MOU does not replace existing MOUs or Agreements which may be in effect. Any conflicts between the Supplemental MOU and the 1997 MOU will be interpreted in favor of the 1997 MOU. This Supplemental MOU shall become effective and operational on September 12, 2023.

QUICK REACTION FORCE

The QRF Program was developed to provide supplemental aviation force during simultaneous fires in multiple jurisdictions and Extreme Fire Danger days where standard suppression measures may be inadequate, and fires are likely to escape Initial Attack. The District's aircraft lessor in Exhibit A, has Helitanker lease agreements in place with other agencies including, but not limited to, Orange County and Ventura County for the use of the aircraft which shall be available to support federal, State & local government incidents throughout the Southern California Edison (SCE) service area. The aforementioned agencies have various owned or leased aircrafts which can be utilized as part of the QRF Program.

INVOICING

Either Party requesting use of the other Party's aircraft(s) will be invoiced monthly by the hosting Party for flight time only, as delineated in Exhibit B – Billing Rate. Payment of all invoices under this Supplemental MOU shall be made within thirty (30) days of receipt of an accurate invoice, approved by the requesting party's representative.

Payment and invoices shall be sent to VNC:
Ventura County Fire Department
165 Durley Avenue
Camarillo, CA 93010

Payments shall be sent to the DISTRICT at:
Los Angeles County Fire Department
Financial Management Division
P.O. Box 54740
Los Angeles, CA 90054-0740

Invoices shall be sent to the DISTRICT at:
Los Angeles County Fire Department
Financial Management Division
P.O. Box 910901
Commerce, CA 90091-0901
Fire-InvoiceSubmission@fire.lacounty.gov

Agencies will be invoiced for every 1/10th of an hour flown (Hobbs). Hobbs meter is an oil pressure activated instrument and records actual flight time. If the aircraft is airborne and then cancelled or diverted to another incident, the associated cost of flight time will be billed to the appropriate requesting agency.

ORDERING CONTACT AIRCRAFT

Ordering of the aircraft shall be coordinated by either Party.

HOST AGENCIES RESPONSIBILITIES

- a. Host Agency will operate the aircraft per FAA "Public Aircraft" designation, Title 49 of the US Code, Section 40102 (a)(37)(D).
- b. Aircraft will be staffed twenty-four (24) hours.

TERM

The term of this Supplemental MOU will continue until the Parties mutually agree to terminate this Supplemental MOU in writing or until the 1997 MOU is terminated.

EXHIBITS

Exhibit A may be replaced to reflect the latest District aircraft lease.

Exhibit B may be amended, upon mutual agreement of the Parties, to reflect the billing rates from the District's latest Helitanker lease agreement.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

VENTURA COUNTY
FIRE PROTECTION DISTRICT

By _____
Anthony C. Marrone, Fire Chief

By _____
Dustin Gardner, Fire Chief

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

APPROVED AS TO FORM:

TIFFANY N. NORTH
County Counsel

By _____
Senior Deputy County Counsel
