

**AGREEMENT FOR EXCHANGE OF
FIRE PROTECTION, EMERGENCY MEDICAL, AND
HAZARDOUS MATERIALS SERVICES AUTOMATIC AID/INITIAL ACTION**

THIS AGREEMENT, dated for reference purposes only, July 1, 1989, is made by and between the City of Los Angeles, hereinafter referred to as "City" and the Ventura County Fire Protection District, hereinafter referred to as "Ventura."

W I T N E S S E T H:

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

WHEREAS, it is in the best interest of Ventura and the City 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, emergency medical, and hazardous materials 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 Statutes of the Federal Government where applicable;

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

I

The City agrees to provide a designated fire, emergency medical, or hazardous materials response, as determined by the Fire Chiefs of Ventura and the City, upon request by Ventura, to that area located within the jurisdiction of Ventura.

II

In return for the service to be provided by the City, Ventura agrees to provide a designated fire, emergency medical, or hazardous materials response, as determined by the Fire Chiefs of the City and Ventura, upon request by the City to that area located within the jurisdiction of the City.

III

Upon receipt by Ventura of an alarm within the jurisdiction of Ventura, Ventura, as the jurisdictional Department, will dispatch its nearest available and appropriate designated fire, emergency medical, or hazardous materials response to that alarm and also notify the City Fire Dispatcher who will, in turn, dispatch the agreed-upon response.

IV

Upon receipt by the City of an alarm within the City, the City, as the jurisdictional Department, will dispatch its nearest and appropriate designated fire, emergency medical, or hazardous materials response to that alarm and also notify the Ventura Fire Dispatcher who will, in turn, dispatch the agreed-upon response.

V

Ventura and the City intend that this Agreement will provide mutual benefits to all parties and herein authorize the Fire Chiefs of Ventura and the City to revise any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties.

VI

Details as to amounts and type of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, methods of requesting aid and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of Ventura and the City. Such details shall be recorded in Memorandums of Understanding and signed by both Chiefs of Ventura and the City.

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 coping with 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, emergency medical, and hazardous materials services 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

It is mutually understood and agreed that the party requesting assistance is not required to indemnify the party furnishing assistance as to liability or damage imposed by law upon the assisting party by reason of an act or omission of the assisting party's employees occurring in the performance of the services. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the incident and performed at the specific direction of an employee of the requesting party.

XII

This Agreement shall remain operative and effective until participation is terminated by either party. It is further agreed that either party may terminate the Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of withdrawal.

XIII

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

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written and is effective and operative as to each of the parties as herein provided.

ATTEST:

CITY OF LOS ANGELES

City Clerk

By _____
Mayor

APPROVED AS TO FORM AND LEGALITY:

JAMES K. HAHN
City Attorney

By _____
Deputy

ATTEST:

RICHARD D. DEAN
Clerk of the
Board of Supervisors



VENTURA COUNTY
FIRE PROTECTION DISTRICT

By Roberta Rodriguez
Deputy

Susa K. Lacey
Chairman, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By _____
County Counsel

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