

EXHIBIT 2

INITIAL ACTION AGREEMENT
FOR CONTRACT OF FIRE SERVICES
BETWEEN THE CITY OF LOS ANGELES AND
THE VENTURA COUNTY FIRE PROTECTION DISTRICT

THIS AGREEMENT is made and entered into this 4th day of December, 1979, by and between the City of Los Angeles, hereinafter referred to as "Los Angeles" and the Ventura County Fire Protection District, hereinafter referred to as the "District."

W I T N E S S E T H:

WHEREAS, the parties to this Agreement provide fire protection within their respective jurisdictional limits; and

WHEREAS, investigation has disclosed that it would be advantageous to the District if the fire protection services of Los Angeles were extended extra jurisdictionally to the aid of the District; and

WHEREAS, Los Angeles is agreeable to providing the requested initial action response within the jurisdiction of the District and, by this contract, the parties desire to enter into an agreement which would provide limited Los Angeles Fire Department response for emergency incidents within a specific geographical area now protected by the District; and

WHEREAS, this contract 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, it is agreed as follows:

1. SERVICES BY LOS ANGELES

Los Angeles agrees through the Los Angeles Fire Department to provide "initial action" fire suppression and first aid services as described in Section 3 to that area hereinafter referred to as "Bell Canyon" which is under the jurisdiction of the District and outlined in red on Attachment A to this Agreement. Los Angeles' commitment shall not extend to paramedic or ambulance services, nor shall this Agreement deal with brush fire emergencies. Los Angeles response to a request for "initial action" will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

2. SERVICES BY THE DISTRICT

The District shall continue as the basic provider of a full range of fire services to Bell Canyon. The District shall provide the following services to Bell Canyon:

- A. Upon notification, dispatch a normal assignment of its nearest resources to an incident and such additional resources as the District believes necessary.
 - B. Provide fire protection services, including fire cause determination.
 - C. Provide a home safety program.
 - D. Provide a hazardous vegetation abatement program.
 - E. Provide an adequate water system for fire protection needs.
3. DISPATCH BY LOS ANGELES

Upon receipt by Los Angeles of an alarm other than a brush fire in Bell Canyon, Los Angeles will dispatch either a single company or a task force depending on the type of reported incident, such dispatch constituting "mutual action" fire suppression. It is understood that Los Angeles Task Force 105 will normally respond. When a task force is dispatched, a Battalion Chief shall also be dispatched. Los Angeles will notify the District's dispatcher who will, in turn, dispatch the nearest District resources comprising a normal District assignment.

4. DISPATCH BY DISTRICT

Subject to the provisions of Section 1, upon receipt by the District of an alarm in Bell Canyon, the District will dispatch a normal assignment of its nearest resources. Simultaneous with or subsequent to the dispatch, the District will notify the Los Angeles dispatcher who will, in turn, dispatch the nearest Los Angeles resources as designated above.

5. INCIDENT COMMAND

Where Los Angeles units arrive before District units, Los Angeles will take the necessary action dictated by the situation. Overall command of the incident will be assumed by the District upon its arrival at the scene. Los Angeles Fire Department personnel will remain under the command of the senior Los Angeles Fire Department officer at the incident. Los Angeles resources shall be released from the scene by the District officer in command as soon as practicable.

Where the incident is handled by Los Angeles prior to the arrival of District units, the District units will be returned and incident information relayed to the District via telephone.

6. HOLD HARMLESS

The District shall be responsible to third persons only for these acts of the employees of the Los Angeles Fire Department which are performed at the scene while meeting the requirements of this contract. Los Angeles, its officers and employees, shall not be deemed to assume any liability for any act of a District officer or employee.

7. GENERAL LIABILITY INSURANCE

The District shall maintain in effect a \$2,000,000 insurance policy with a \$100,000 deductible clause which names the City of Los Angeles as an additional insured, excluding auto liability, for general liability resulting directly from Los Angeles Fire Department services to the District, proof of such coverage to be provided to Los Angeles in a form that is satisfactory to the Los Angeles City Attorney's Office. If such policy is not reasonably available, the District may deposit with Los Angeles a cash bond or cash deposit acceptable to the Los Angeles City Attorney.

8. COMMITMENT OF RESOURCES

Subject to the provisions of Sec. 12, both Los Angeles and the District shall furnish and supply all necessary labor, supervision, equipment, communication facilities, supplies and shall assume and bear their own costs in complying with the terms of this contract.

9. 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.

10. ADMINISTRATION

The Chief Engineer and General Manager of the Los Angeles Fire Department and the County Fire Chief of the Ventura County Fire Protection District hereinafter referred to as the "Fire Chiefs" shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources to perform the covenants hereunder. Any change in resource levels or dispatch policy by either party shall be promptly reported to the other.

11. TERM

This Agreement shall commence when mutually agreed upon by the Fire Chiefs and shall automatically be renewed on an annual fiscal year basis on the same terms and conditions provided, however, that either party may terminate this agreement by so notifying the other party of such intent to terminate at least sixty (60) days before such termination is to take effect.

12. PAYMENT

Payment to Los Angeles for services provided under this Agreement shall be based on the cost of staffing for and providing said services. Said costs shall include direct costs, departmental overhead, pension and workers' compensation costs and general City overhead. Payment shall be prorated on a daily basis for any partial year during which this Agreement is in effect.

Prior to the beginning of each fiscal year the payment for that fiscal year shall be estimated and approved by the Council of the City of Los Angeles and the Board of Supervisors of Ventura County. The District shall pay to Los Angeles within fifteen (15) days after this Agreement becomes effective and within sixty (60) days after the beginning of each fiscal year thereafter the agreed upon payment subject to any adjustment as provided for in this Section.

At the close of each fiscal year and upon termination of this Agreement, the estimated payment for that year shall be recomputed to determine the impact of salary adjustments or other significant changes to the cost data on which the estimated payment was computed. In the event the recomputed payment to Los Angeles is five (5) percent more or less than the payment by the District for that fiscal year, the difference shall be added to or deducted from the payment by the District for the subsequent fiscal year.

If the parties hereto are unable to agree on the estimated payment for any fiscal year within the time period permitted, the District shall pay to Los Angeles within sixty (60) days after the beginning of the fiscal year, the estimated payment for the prior fiscal year plus five (5) percent.

The parties hereto shall make available to each other upon request all information, data and documents used in computing and recomputing the payment under this Agreement and in administering this Agreement.

For 1979-80 the full year estimated payment shall be \$27,073. Attachment B describes the computation of the estimated payment for the 1979-80 fiscal year. Said method of computation is included for information purposes only and need not be utilized in subsequent fiscal years.

13. NOTICES

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

County Fire Chief
Ventura County Fire Protection District
275 East Pleasant Valley Road
Camarillo, California 93010

Chief Engineer and General Manager
Los Angeles Fire Department
Room 1020, City Hall East
200 North Main Street
Los Angeles, California 90012

14. MEET AND NEGOTIATE IN GOOD FAITH

In the event of dispute between the parties as to the extent of the duties and functions to be rendered, the minimum level or manner of performance of service, or the payment hereunder, the parties agree to meet and negotiate in good faith to resolve such dispute.

IN WITNESS WHEREOF, the District by motion duly adopted by its Board of Supervisors authorized this Agreement to be signed by its Chief and attested by its Clerk and Los Angeles by motion duly adopted by its Council authorized this Agreement to be signed by its Mayor and attested by its Clerk.

ATTEST:

Clerk of the Board of Supervisors

By

Shirley Weeden
Deputy

COUNTY OF VENTURA

By

Mac Donald
Chairman, Board of Supervisors

ATTEST:

Rex Layton, City Clerk
City of Los Angeles

By

Lucy V. Joanelly



CITY OF LOS ANGELES

By

Tom Bradley
Mayor

BURT PINES, City Attorney
City of Los Angeles

By

John F. Higgins
8/24/79

[illegible]

(RESTRICTED AREA)

COUNTY
COUNTY

SEE SAN FERNANDO VALLEY AREA MAP

VENTURA
LOS ANGELES

HIDDEN
HILLS

ATTACHMENT B

CONTRACT COST BASED ON
EMERGENCY HOURS WORKED

DIRECT LABOR COSTS:

3 Battalion Chiefs' salaries (\$42,766 according to 1979-80)	\$128,298.00
3 Aides' salaries (\$23,219)	69,657.00
15 Firefighters' salaries (\$22,009)	330,135.00
3 Captain II's salaries (\$34,281)	102,843.00
3 Captain I's salaries (\$32,530)	97,590.00
3 Apparatus Operators' salaries (\$24,335)	73,005.00
6 Engineers' salaries (\$25,706)	<u>154,236.00</u>
DIRECT LABOR COSTS:	\$955,764.00

OTHER DIRECT COSTS:

Unused sick time at 1.90%	\$ 18,160.00
Emergency overtime at 0.25%	2,389.00
Constant staffing (17.89%)	170,986.00
Expense at 2.0%	19,115.00
Equipment at 3.0%	<u>28,673.00</u>
OTHER DIRECT COSTS:	\$239,323.00

TOTAL DIRECT LABOR AND OTHER DIRECT COSTS:	\$1,195,087.00
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INDIRECT COSTS:

Pension (49.9% of Direct Labor Costs)	\$ 476,926.00
Exhibit G (13.93% of Direct Labor and Other Direct Costs)	166,476.00
Workers' Compensation (\$14.36 per \$100 of Direct Labor Costs, plus constant staffing)	161,801.00
Bureau/Division overhead (1.44% of Direct Labor and Other Direct Costs)	17,209.00
Department overhead (3.768% of Direct Labor and Other Direct Costs)	<u>45,031.00</u>
INDIRECT COSTS:	\$ 867,443.00

OTHER INDIRECT COSTS:

Facility depreciation costs (0.2% of Direct Labor, Other Direct, and Indirect Costs)	\$ 4,125.00
General City overhead (4.9% of Direct Labor, Other Direct, and Indirect Costs)	<u>101,064.00</u>
OTHER INDIRECT COSTS	\$ 105,189.00

ANNUAL COST OF TASK FORCE/BATTALION CHIEF:

Direct Labor Costs	\$ 955,764.00
Other Direct Costs	239,323.00
Indirect Costs	867,443.00
Other Indirect Costs	<u>105,189.00</u>
TOTAL ANNUAL COSTS	<u><u>\$2,167,719.00</u></u>

LOS ANGELES CITY ANNUAL COST PER EMERGENCY HOURS WORKED:

The average annual emergency time worked for Task Force/Battalion Chief is 357 hours.

Total annual cost of \$2,167,719 divided by 357 hours average annual emergency time = \$6,072.00 per hour.

Task Force/Battalion Chief cost per hour:	\$ 6,072.00
Surcharge for loss of service in City (15%)	<u>911.00</u>
TOTAL TASK FORCE/BATTALION CHIEF COST PER HOUR:	\$ 6,983.00
TOTAL ENGINE COMPANY COST PER HOUR: (Equal to one-third of task force cost per hour)	\$ 2,328.00

BELL CANYON EMERGENCY HOURS WORKED:

(Based on total emergency time of incidents during calendar year 1977.)

Task Force/Battalion Chief time in Bell Canyon (25% of total emergency time)	1.94 Hours
Engine company emergency time in Bell Canyon (75% of total emergency time)	<u>5.81</u> Hours
TOTAL EMERGENCY HOURS WORKED	7.75 Hours

COST TO BELL CANYON BASED ON EMERGENCY HOURS WORKED:

Total Task Force/Battalion Chief cost per hour of \$6,983.00 times Task Force/ Battalion Chief time in Bell Canyon of 1.94 hours, equals	\$ 13,547.00
Total engine company cost per hour of \$2,328.00 times Engine Company emergency time in Bell Canyon of 5.81 hours, equals	<u>13,526.00</u>
TOTAL ANNUAL COST FOR BELL CANYON	<u>\$ 27,073.00</u>