



BURBANK POLICE DEPARTMENT

Scott LaChasse, Chief of Police

200 North Third Street, Burbank, California 91510

June 17, 2015

Sergeant Eric Fox
Los Angeles County Sheriff's Department
Emergency Operations Bureau
Tactical Planning / Command Post Unit / LARCOPP / Mutual Aid / SAR
1275 N. Eastern Avenue
Los Angeles, 90063

Dear Sgt. Fox:

Please find enclosed the Burbank Police Department's 2015 Mutual Aid Agreement. I can be reached at (818) 238-3221 to address any questions you may have.

Sincerely,

Josephine Wilson
Police Administrator
Burbank Police Department

MUTUAL AID AGREEMENT

2015

MUTUAL AID OPERATIONAL PLAN

THIS AGREEMENT is made and entered into by and between the participant municipal corporations and other political subdivisions which now or hereafter become signatories hereto:

WITNESSETH:

WHEREAS, the signatory agencies desire to coordinate public safety service efforts and encourage maximum cooperation between all law enforcement and prosecutorial agencies; and

WHEREAS, the agencies have heretofore determined that the public interest and necessity require mutual aid and participation in joint efforts; and

WHEREAS, all joint efforts of the parties signatory hereto shall be governed by the term and conditions set forth by the participating agencies; and

WHEREAS, it is also necessary and desirable that the resources, personnel, equipment and facilities of any one party to this plan be made available to any other party to prevent, combat, or eliminate a probable or imminent threat to life or property resulting from local peril, local emergency, local disaster, or civil disturbance, or a duly proclaimed "state of extreme emergency" or "state of disaster", or "state of war emergency" and to render mutual and supplementary public safety services one to the other as the need may arise; and

WHEREAS, extensive loss of life and property may be mitigated by the immediate and adequate response of the forces of local government to what are or may be disturbances and disasters; and

WHEREAS, the parties signatory to this plan have public safety responsibilities within the County and, therefore, have mutual interests and objectives to accomplish with reference to the preservation and protection of life and property within said County; and

WHEREAS, the parties signatory to this plan have powers to provide for common defense, and the power to act in case of emergency or disaster are all powers common to the parties signatory hereto; and

WHEREAS, the provisions of the Sections 8615, 8617 and 8668 of the Government Code of the State of California, California Disaster and Civil Defense Master Mutual Aid Agreement, and other laws of the State of California, empower each of the parties to this plan to so agree; and

WHEREAS, it is expressly understood that this plan and the operation orders 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, nor supplant other mandatory agreements required by law in the event of a duly proclaimed emergency.

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

1. Each public agency signatory hereto may join in joint efforts which shall be governed by the terms and conditions set forth by the participating agencies.
2. Each public agency signatory hereto may furnish supplementary public safety services to the other public agencies signatory to this plan in the event of local peril, local emergency, local disaster, civil disturbance and such other occasions as may arise.
3. The mutual aid extended under this plan and the operation orders adopted pursuant to this plan shall be reciprocating unless otherwise expressly provided for by the parties to this plan or as provided by law.
4. The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred, unless otherwise provided, shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid operations plan.
5. That nothing contained in this plan shall require or relieve any party hereto from the necessity and obligation of furnishing adequate protection to life and property within their own jurisdiction and no party shall be required to deplete unreasonably his own resources,

facilities, and services in furnishing such mutual aid.

6. Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party furnishing the assistance and for the direct benefit of all the inhabitants of the area.

7. This plan shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

8. The declination of one or more of the parties to participate in this plan or any amendment, revision, or modification thereof, shall not affect the operation of this plan nor operation orders adopted pursuant thereto insofar as the validity of the plan pertains to the signatory parties.

9. This plan shall become effective as to each party when approved or executed, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this plan until participation in this plan is terminated by the party. The termination by one or more of the parties of its participation in this plan shall not affect the operation of this plan as between the other parties thereto.

10. Termination of participation in this plan may be effected by any party by giving notice of said termination of participation in this plan to the public agencies, a party hereto, and this plan shall be terminated as to such party twenty (20) days after the filing of such resolution.

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

Signature of:

Scott LaHass

Chief of Police

Police Department, City of BURBANK

Approved as to Form
Office of the City Attorney

By: _____
Title: Sr. Asst. City Attorney
Date: 5/20/15

AGREEMENT PURSUANT TO CALIFORNIA PENAL CODE SECTION 830.1

THIS AGREEMENT is made and entered into by and between the participation chief law enforcement officials which now or hereafter become signatories hereto:

WITNESSETH:

WHEREAS Section 830.1(a) of the California Penal Code provides that the authority of any California peace officer extends to any place in the state, Where the peace officer has the prior consent of the chief of police, or person authorized by him or her to give such consent, if the place is within a city, of the sheriff; or person authorized by him or her to give such consent, if the place is within a county"; and

WHEREAS it is the intention of the undersigned, the Sheriff and Chiefs of Police of all cities of Los Angeles County, that peace officers be given the maximum powers consistent with California law; and

WHEREAS it is agreed among the undersigned that when members of their respective agencies are engaged in police activity in a jurisdiction other than their own that these members will notify, whenever practicable, the department whose jurisdiction they are entering, of their activities in said jurisdiction; but that the practicability of such prior notification shall be solely at the discretion of the individual member(s); and

WHEREAS the signatory agencies desire to coordinate law enforcement efforts and encourage maximum cooperation between all criminal justice agencies; and

WHEREAS, the agencies have heretofore determined that the public interest and necessity require mutual aid and participation in joint efforts; and

WHEREAS, all joint efforts of the parties signatory hereto shall be governed by the terms and conditions set forth by the participating agencies; and

WHEREAS, the parties signatory to this agreement have public safety responsibilities within the County and therefore, have mutual interests and objectives to accomplish with

reference to the preservation and protection of life and property within said County; and

WHEREAS, the parties signatory to this agreement all have powers to provide for common defense, and the power to act in case of emergency or disaster are all powers common to the parties signatory hereto; and

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

1. Any member of the law enforcement agencies listed below, who is a peace officer as defined under Section 830.1 of the California Penal Code, shall have the authority of a peace officer at all times within the jurisdiction for which the undersigned are authorized to give consent.
2. This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.
3. The declination of one or more of the parties to participate in this agreement or any amendment, revision, or modification thereof, shall not affect the operation of this agreement nor operation orders adopted pursuant thereto insofar as the validity of the agreement pertains to the signatory parties.
4. This agreement shall become effective as to each party when approved or executed, 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.

IN WITNESS WHEREOF this agreement pursuant to California Penal Code Section 830.1 has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signature of:

Scott LaChasse

Chief of Police

Police Department, City of BURBANK

Approved as to Form
Office of the City Attorney

By: _____

Title: _____

Date: _____

[Signature]
City Attorney
5/20/15