



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 21, 2017

44 March 21, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE CITY
OF SAN MARINO FOR PARAMEDIC SERVICES
(5TH DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an Agreement for Paramedic Services (Agreement) with the City of San Marino (City) which will authorize the provision of paramedic services by the City to the Fire District on a reimbursable basis.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the City to provide paramedic services to the District on a reimbursable basis.
2. Delegate authority to the Fire Chief, or his designee, to make future modifications to the Agreement, provided that such modifications are approved as to form by County Counsel.
3. Find that the Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District entered into an automatic aid agreement with the City on June 15, 1992, which provides supplemental responses by City units to the unincorporated East Pasadena area and by District units into the City. Automatic aid agreements are intended to be reciprocal in the services provided to and from both agencies; therefore, no monies are exchanged.

Recently, a review of automatic aid responses determined that the City is responding to calls into the District without receiving reciprocal response levels from the District. While this is no fault of either party, it has become a burden on the City. For example, in 2015, 233 City units responded into the District's area compared to the 9 units that the District responded into the City. Since there is little reciprocity, the City has requested the District to enter into a per-incident reimbursement agreement for paramedic responses. The automatic aid agreement will remain effective for all other incident types.

We are, therefore, recommending approval of the attached Agreement that authorizes the District to reimburse the City on a per-incident basis. Under the terms of the Agreement, the District would reimburse the City for paramedic services provided to the unincorporated East Pasadena area at a rate of \$454.95 per incident. The District would also reimburse the City for each dispatched call for which City units do not render medical aid at a rate of \$67.00 per call (dispatch fee), which is the amount the City is charged by its third-party dispatching agency. This per-incident rate and the dispatch fees shall be adjusted each year to reflect the City's prevailing costs.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District will reimburse the City's salary and employee benefits cost for the paramedic unit responding into the District, dispatch costs, medical supplies/equipment, and minor standard mileage fees when responding into the District's area in the amount of \$454.95 per incident. In addition, the District will reimburse the City for each dispatched call for which units do not render medical aid at a rate of \$67.00 per call. The estimated annual reimbursement to the City by the District is estimated to be less than \$100,000. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be effective the first day of the month following the date it is approved by both parties and shall remain in effect unless participation is terminated by either party, provided there is a thirty (30) day written notice from one party to the other.

The Agreement was approved by the City on January 11, 2017, and has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services. Approval of the recommended actions will enable the District to continue to provide the most efficient and cost-effective public safety services to Los Angeles County residents.

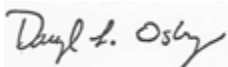
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return three signed original and one copy of the Agreement and a copy of the adopted stamped Board letter to:

Consolidated Fire Protection District of Los Angeles County
Planning Division
Attention: Debbie Aguirre, Division Chief
1320 North Eastern Avenue
Los Angeles, CA 90063
Debbie.Aguirre@fire.lacounty.gov

The District will forward the executed original Agreement to the City for their files. The District's contact may be reached at (323) 881-2404.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

1 **AGREEMENT BY AND BETWEEN THE**
2 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
3 **AND THE CITY OF SAN MARINO FOR PARAMEDIC SERVICES**
4

5 This **AGREEMENT**, is made and entered into this 21st day of March, 2017,
6 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter
7 referred to as the "FIRE DISTRICT," and the City of San Marino, hereinafter referred to as
8 the "CITY."

9 **W I T N E S S E T H**

10 WHEREAS, the parties to this Agreement provide paramedic and rescue services
11 within their respective territorial limits;

12 WHEREAS, it is in the best interest of the residents of the FIRE DISTRICT and the
13 CITY to provide the most expeditious response to emergency medical incidents;

14 WHEREAS, the FIRE DISTRICT has requested and the CITY has agreed for the
15 CITY to provide emergency medical services to the FIRE DISTRICT on a reimbursable
16 basis; and

17 WHEREAS, this Agreement is authorized by Section 54981 of the California
18 Government Code and Section 20811 of the California Public Contract Code.

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

21 **I. PROVISION OF SERVICES**

22 A. The CITY agrees to provide, upon request from the FIRE DISTRICT, a
23 paramedic unit to the area of the FIRE DISTRICT depicted as "District FS5 Jurisdiction" on
24 Exhibit A, attached hereto and incorporated herein by this reference, hereinafter referred to
25 as the "FIRE DISTRICT AREA."

26 B. The paramedic unit from the CITY shall be staffed with no less than two certified
27 paramedic firefighting personnel.

28 C. Any operational details needed to implement this Agreement not included in this

1 Agreement shall be developed by the fire chiefs of the FIRE DISTRICT and the CITY. Such
2 details shall be recorded in a Memorandum of Understanding (MOU) and signed by both fire
3 chiefs of the FIRE DISTRICT and the CITY. The MOU may be revised from time-to-time as
4 mutually agreed between the fire chiefs of the FIRE DISTRICT and the CITY. Any
5 modifications to Exhibit A shall be included in the MOU.

6 D. If the agreed-upon paramedic unit from the CITY is not available, CITY shall
7 notify the FIRE DISTRICT of its unavailability. Upon doing so, the CITY need not respond to
8 the incident.

9 **II. PERSONNEL**

10 All persons employed by the CITY in the performance of the paramedic response
11 services pursuant to this Agreement shall be CITY employees, and no person employed
12 hereunder by the CITY shall have any FIRE DISTRICT pension, Civil Service, or other
13 status or right of the FIRE DISTRICT. The FIRE DISTRICT shall not be called upon to
14 assume any liability for the payment of any salaries, wages or other compensation to any
15 CITY personnel performing any services hereunder for the FIRE DISTRICT, nor shall the
16 FIRE DISTRICT assume any liability other than that specifically provided for in this
17 Agreement. The FIRE DISTRICT shall not be liable for any compensation or indemnity to
18 any CITY employee for injury or sickness arising out of his or her employment.

19 **III. PAYMENT**

20 A. CITY shall be compensated for the paramedic services provided to the FIRE
21 DISTRICT AREA at a rate of \$454.95 per patient (per incident rate). Such compensation
22 shall be applicable whenever the CITY paramedic unit renders either basic life support or
23 advanced life support to a patient and therefore creates a patient record.

24 B. For each dispatched call either cancelled en-route or for which units on-scene do
25 not render medical aid, the CITY incurs a dispatch fee pursuant to the CITY's Verdugo Fire
26 Communications System Agreement (dispatch fee). The FIRE DISTRICT will compensate
27 the CITY the dispatch fee for all such calls into the FIRE DISTRICT at a rate of \$67.00 per
28 call.

1 C. During the month of February of each year starting in February 2018, the FIRE
2 DISTRICT and the CITY shall annually reconcile the number of incidents to which the CITY
3 responded to the FIRE DISTRICT AREA during the preceding calendar year (January 1
4 through December 31). By March 31, CITY shall send an invoice for paramedic services to
5 the FIRE DISTRICT based upon the reconciliation completed in February.

6 D. During the annual reconciliation process, the CITY shall make available copies of
7 incident reports for all incidents that will be billed to the FIRE DISTRICT. Such reports shall
8 include: CITY's incident number; FIRE DISTRICT's incident number; date and time of
9 incident; address of incident; and the CITY unit responded. Documentation shall indicate
10 whether the incident will be billed for medical care rendered or for the dispatch fee only.

11 E. The per incident rate and the dispatch fee shall be adjusted each year
12 to reflect the current rate for the CITY's paramedic services and the actual dispatch fee
13 incurred by the CITY. No later than October 31 of each year, CITY shall notify the FIRE
14 DISTRICT of the CITY's per incident rate and the dispatch fee for the then current calendar
15 year in writing, and the CITY's billing submitted by March 31 to the FIRE DISTRICT will
16 reflect the adjusted rates for the closing calendar year (for example, rates submitted to the
17 FIRE DISTRICT in October 2017 will be used to invoice the FIRE DISTRICT in March 2018
18 for the 2017 calendar year). Payment will be due from FIRE DISTRICT to CITY within thirty
19 (30) days of receipt of an invoice by the FIRE DISTRICT.

20 **IV. CORRESPONDENCE**

21 Payment of all invoices under this Agreement shall be due and payable thirty (30)
22 days from the date of invoice.

23 Invoices shall be sent to the FIRE DISTRICT at:

24 Los Angeles County Fire Department
25 Financial Management Division
26 P. O. Box 910901
27 Commerce, CA 90091-0901

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1 General notices shall be sent to the FIRE DISTRICT at:

2 Fire Chief Daryl L. Osby
3 Los Angeles County Fire Department
4 1320 North Eastern Avenue
5 Los Angeles, CA 90063-3294

6 Payments and general notices shall be sent to the CITY at:

7 City of San Marino
8 2200 Huntington Drive
9 San Marino, CA 91108
10 Attention: Accounts Receivable

11 Either party shall notify the other, in writing, of an address change.

12 **V. INDEMNIFICATION**

13 A. Neither party shall be liable for the negligent or wrongful acts of the other in the
14 performance of this Agreement.

15 B. The CITY agrees to indemnify and hold harmless the FIRE DISTRICT and the
16 County of Los Angeles, their agencies, officers, and employees from any and all demands,
17 liabilities, expenses and claims for damages of any nature whatsoever including, but not
18 limited to, bodily injury, death, personal injury or property damage, including reasonable
19 attorney's fees, arising from or connected with the CITY's operations or its services in the
20 performance of this Agreement.

21 C. The FIRE DISTRICT agrees to indemnify and hold harmless the CITY, its
22 agents, officers, and employees from any and all demands, liabilities, expenses and claims
23 for damages of any nature whatsoever including, but not limited to, bodily injury, death,
24 personal injury or property damage, including reasonable attorney's fees, arising from or
25 connected with the FIRE DISTRICT's operations or its services in the performance of this
26 Agreement.

27 D. Government Code §895.6 shall not apply here.

28 **VI. TERM**

This Agreement shall remain operative and effective unless participation is
terminated by either party. It is further agreed that either party may terminate the agreement

1 at any time by giving written notice to the other party at least thirty (30) days prior to the date
2 of termination.

3 **VII. FINAL PAYMENT UPON TERMINATION**

4 FIRE DISTRICT shall pay the CITY for services satisfactorily provided up to the date
5 of termination and within thirty (30) days of receipt of the final invoice by the FIRE
6 DISTRICT.

7 **VIII. LIMITATIONS**

8 A. Neither this Agreement, nor any provisions herein contained, shall be construed
9 or considered for any purpose to constitute a third-party beneficiary agreement or create any
10 duty or duties in favor of any such third party.

11 B. No waiver of any term or condition of this Agreement shall be a continuing
12 waiver thereof. Any amendment hereto shall be in writing and signed by both parties hereto.

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1 **IN WITNESS WHEREOF**, CITY has caused this Agreement to be executed by
2 its duly authorized representative; and the Board of Supervisors of the County of
3 Los Angeles, as the governing body of the FIRE DISTRICT, has caused this Agreement to
4 be executed by its Chairman and attested by its Clerk, on the day and year noted herein
5 below.

6 **CONSOLIDATED FIRE PROTECTION**
7 **DISTRICT OF LOS ANGELES COUNTY**

CITY OF SAN MARINO

8
9 By *Mark Ridley-Thorne*
10 Chairman, Board of Supervisors

By *Richard Sun*
Mayor, Richard Sun

11 DATE MAR 21 2017

DATE January 24, 2017

14 ATTEST:

15 LORI GLASGOW
16 Executive Officer-Clerk of
17 The Board of Supervisors



ATTEST:

18 By *Lachelle Smitherman*
19 Deputy

By *Carol Cowley*
CITY Clerk

20 APPROVED AS TO FORM:

APPROVED AS TO FORM:

21 MARY C. WICKHAM
22 County Counsel

23
24 By *Scott Kuhn*
25 Scott Kuhn, Principal Deputy

By *Steve T. Long*
CITY Attorney

27 F:\PLANNING\San Marino\San Marino Agmt
28 **ADOPTED**
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

44 MAR 21 2017

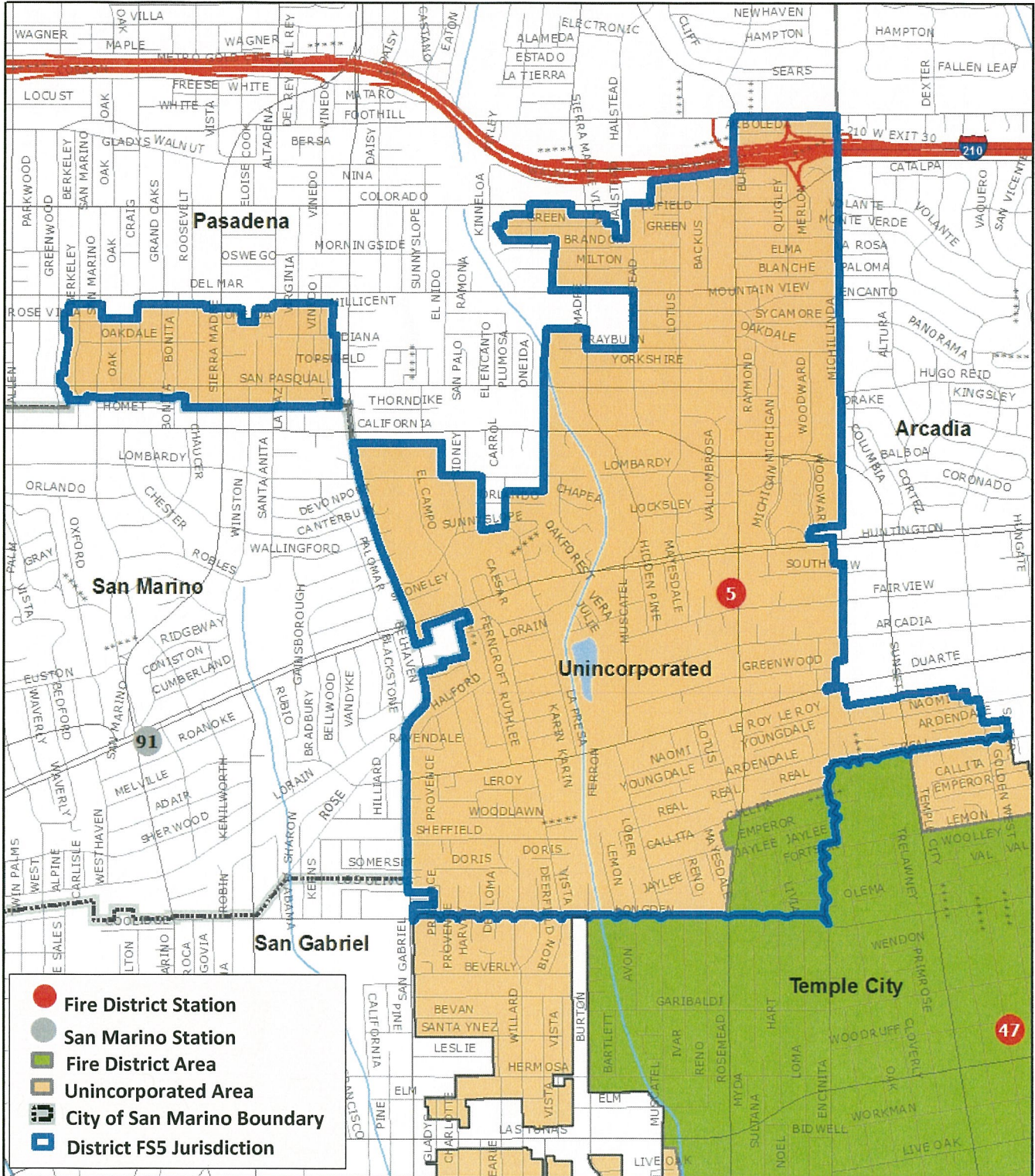
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Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

By *Lachelle Smitherman*
Deputy

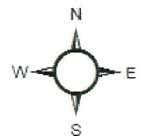
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LAC/SAN MARINO EXHIBIT A



Los Angeles County Fire Department

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.



0 0.1 0.2 0.4 Miles