COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

January 18, 2005

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

Dear Supervisors:

AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF LA HABRA (ORANGE COUNTY) (4th DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that the Agreement for Services by and between the Consolidated Fire Protection District of Los Angeles County (District) and the City of La Habra (City) is exempt from the California Environmental Quality Act as it is a contract for the provision of fire protection and related services and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

2. Approve and instruct the Chair to sign the attached Agreement for Services by and between District and the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On August 6, 2002, your Honorable Board approved a Proposal for Services for the Provision of Fire Protection, Hazardous Materials, and Emergency Medical Services for the City by the District and authorized the Fire Chief to negotiate an agreement to provide services to the City and to submit the final agreement to your Board for approval. On December 20, 2004, the City Council approved an Agreement for Services by and between the District and the City which defines the terms and conditions under which services will be provided.

FISCAL IMPACT/FINANCING:

The District will provide enhanced emergency medical services from the regional use of City resources. In recognition of the benefit to be derived by the District from the resources assigned to City Station 1, the District would fund one fire fighter post position and thirty-two percent (32%) of the paramedic squad staffing cost at this station. The funding of these resources will be offset by the redeployment of a District regional resource, a two-person emergency support team (EST). The purpose of an EST is to augment firefighting operations for surrounding jurisdictions; with the addition of City resources, reallocating the EST to enhance services to the region will be of greater benefit to the District. The net estimated annualized 2004-05 cost to the District would be $296,733.

The City and District shall jointly share in the cost of developing a fourth fire station at a location that would provide optimum coverage to both the City and existing District areas including the neighboring cities of Whittier and La Mirada. The District's one time cost of fire station development is anticipated to be approximately $2 million which would be incurred by the District over a 2-4 year period. The District will redeploy an existing resource to this more strategic location. As this unit is currently not a paramedic unit but will be functioning as a paramedic assessment unit at the fourth fire station, the estimated annualized 2004-05 cost to the District would be $51,207 for one paramedic bonus.

The District will initially fund twenty-five percent (25%) of the cost of the paramedic assessment engine assigned to City Station 3 due to the direct benefit to be derived by adjacent District areas by this unit. With the addition of the fourth fire station, the benefit of this unit to the District will increase as the paramedic assessment engine assigned to the fourth fire station will respond into City areas which are currently in Station 3's jurisdiction. This will render the unit assigned to Station 3 available more frequently to provide back up coverage to adjacent District areas. The initial annualized 2004-05 estimated cost to the District at 25% would be $366,404.

Prior to the development of the fourth fire station, the City has agreed to provide land, at no cost to the District, for the District to construct and operate a temporary fire station facility. The one-time cost to the District for the temporary facility is approximately $950,000. This facility will be staffed with the paramedic assessment unit intended for the fourth fire station upon its completion.

Once the City provides the land to the District for the temporary station, the District's cost share of the paramedic assessment engine at City Station 3 will increase to 50% at an annualized estimated cost (in 2004-05) of $732,807. Six months afterwards, or upon the operation of the temporary facility by the District, whichever is sooner, the District's cost share will increase to 75% at an annualized estimated cost (in 2004-05) of $1,099,211.

No other fiscal impact to the District will result as services provided by the District to the City will be funded by a direct charge to the City.

The City will pay one-time implementation costs, currently estimated to be approximately $600,000, to the District over a five-year period. This amount is based on various factors, such as the existing condition of the City's facilities and the City's current apparatus and equipment inventories. The actual amount of implementation costs is subject to change due to any equipment purchases or

facility upgrades or repairs performed by the City prior to the commencement of services by the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The highlights of the Agreement for Services are as follows:

- An initial agreement term of ten (10) years.

- A maximum annual fee increase which permits a carryover from year-to-year of the fee increase that exceeds the maximum increase. Initially the cap is set at four percent (4%) per year. All deferred amounts shall eventually be paid to the District as set forth in the formula.

- The 2004-05 estimated annual fee to be charged to the City would be $5,718,550 had the City contracted with the District the entire fiscal year. The annual fee is comprised of the City's share of the salary and employee benefits of the personnel assigned to the three City fire stations, fire prevention personnel to be assigned to the City, and overhead costs.

- The City shall pay the annual fee to the District monthly in advance pursuant to Health and Safety Code Section 13878.

- Services to be provided initially from all three existing City fire stations by one paramedic squad and three paramedic assessment engines.

- A fourth fire station shall be developed jointly by the District and the City at a location which will provide mutual benefit to both. The fourth fire station shall be staffed with a four person paramedic assessment engine. An existing District resource shall be relocated to this new fire station to provide staffing.

- The District shall lease all four fire stations from the City for one dollar ($1) annually per station.

- The fourth fire station shall be owned by the City. In the event the Agreement for Services is terminated after the initial ten-year term, the District shall have the right to continue to lease the fourth fire station for an additional five year period after termination of the Agreement.

- Transfer of all City firefighting personnel and selected City civilian personnel, if medically qualified, into District service in accordance with the current provisions of state law and established District blanketing-in policies.

- Cost sharing by the District of one fire fighter post position and thirty-two percent (32%) of the paramedic squad assigned to City Station 1 in recognition of the enhanced paramedic services which will be realized by adjacent District areas. The funding of these resources shall be offset by the closure of an EST which will no longer be required due to the addition of the City's resources to the District's service area.

- Cost sharing by the District of the paramedic assessment engine at City Station 3 as follows:

- Twenty-five percent (25%) upon commencement of services by the District;

- Fifty percent (50%) upon the delivery of a temporary fire station site from the City to the District;

- Seventy-five percent (75%) upon operation of the temporary fire station by the District, or within six months from the delivery of the site by the City, which is sooner.

- The District and Orange County Emergency Medical Services have established practices, procedures, training requirements and other obligations of the District to coordinate the provision of emergency medical services in the City and in Orange County. Operation by the District in compliance with these criteria satisfies any requirement for the District and District personnel to operate as a paramedic provider in the City and in Orange County.

After approval of the Agreement for Services by your Honorable Board, the Fire Chief shall determine the date of the commencement of services. It is anticipated that services shall commence approximately four to five months after Board approval of the Agreement for Services, during which time the District shall complete a period of transition for transferring City personnel, equipment, apparatus, and facilities.

The City is authorized to contract with the District for services by California Government Code Section 54981 and the District is authorized to provide such services pursuant to California Health and Safety Code section 13800, et. seq.

On June 23, 2004, the Local Agency Formation Commission (LAFCO) approved the District's Request for Exemption from LAFCO approval under Government Code Section 56133(e).

County Counsel has approved this Agreement as to form.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES:

As well as being beneficial to the City in terms of service enhancements and cost savings, the Agreement for Services between the City and the District will also enhance service to the District's current jurisdiction.

The cities of La Mirada and Whittier as well as other nearby cities and unincorporated areas will all directly benefit operationally from the Agreement for Services between the City and the District and the regional operation of City resources. City Stations 1 and 3 are in closer proximity to some adjacent District areas than existing District resources which may result in quicker response times. In addition, enhanced paramedic service would be provided to adjacent District areas from the five paramedic units to be assigned within the City either as first responders or as back up units.

Upon completion of the fourth fire station, the City will receive constant staffing of 15 personnel on duty in the City on a daily basis. Enhanced paramedic services will be provided to the City from the five paramedic units assigned within the City, as well as from the five additional District paramedic squads located within six miles of the City. The City would also receive a greater number of personnel and apparatus on all structure responses.

The City currently provides ambulance service with a City-owned ambulance that operates out of City Fire Station 1 and is staffed through a private employment agency. The City intends on continuing to provide ambulance service in the same manner.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

This project is statutorily exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3). A Notice of Exemption is attached.

CONCLUSION:

After approval of the Agreement for Services, please instruct the both the Chair and the Executive Officer-Clerk of the Board to sign the Agreement for Services in triplicate and further instruct the Executive Officer-Clerk of the Board to transmit to the District two (2) executed originals and two (2) executed copies of the Agreement for Services and two (2) copies of the minute order. The District shall forward one executed original to the City for their records.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:lb

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Department of Health Services
Los Angeles County Employees Retirement Association

AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF LA HABRA

THIS AGREEMENT is made and entered into this ____ day of _____, ____, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and the CITY OF LA HABRA, hereinafter referred to as the "CITY."

W I T N E S S E T H

WHEREAS, CITY has decided to contract with DISTRICT for fire protection, hazardous materials, emergency medical, and all related services as authorized by California Government Code Section 54981 and DISTRICT is authorized to provide such services pursuant to California Health and Safety Code Section 13800, et. seq; and

WHEREAS, it is the desire of the CITY to receive regional fire protection services from the DISTRICT due to the benefits afforded by regional service delivery; and

WHEREAS, it is the desire of the parties hereto to address, by this Agreement, all matters which are related to a contract for services to be provided to the CITY by the DISTRICT.

SECTION I. AGREEMENT EFFECTIVE DATE AND TERM

(A) The effective date of this Agreement shall be the date of approval by the Board of Supervisors of the County of Los Angeles as the governing body of the DISTRICT which is _____, and this Agreement shall continue in effect until such time as the Agreement is terminated or otherwise renegotiated.

(B) The provision of services shall commence on the date stated in Schedule 1 established by the DISTRICT FIRE CHIEF hereinafter referred to as "commencement date of services".

(C) This Agreement shall remain in effect for ten (10) years from the commencement date of services ("initial ten-year term"). Subsequent to this initial ten-year term, this Agreement shall be automatically renewed from year to year. CITY or DISTRICT may terminate this Agreement any time after the expiration of this initial ten-year Agreement term upon one year's written notice as provided in Subsection (D) of this Section I, subject to the terms and conditions of this Agreement, including Section V relating to the DISTRICT's rights to use the fourth fire

station and new fire station site for a period of five (5) years after the effective date of termination of this Agreement.

(D)Subsequent to the ninth year of the initial ten-year term, DISTRICT or CITY may terminate this Agreement by giving at least one year's written notice to the other for termination of this Agreement in accordance with this Section I. Notice shall be sent to the addresses listed in Section III, Subsection (I), herein, or as subsequently changed by either party in writing.

(E) A review of the Agreement terms may be initiated at any time by either party, upon written notice to the other, and modifications made to this Agreement upon written consent of both parties, which consent shall not be unreasonably withheld or delayed. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and with respect to any proposed modifications to this Agreement.

SECTION II. SERVICES

(A) Services to be provided by DISTRICT to CITY include fire protection, hazardous materials services, emergency medical services which include paramedic services, fire code and related code enforcement, fire cause and arson investigation, plus all DISTRICT support services including, but not limited to, supervision, dispatching, training, equipment maintenance, supplies, and procurement, collectively referred to as "services."

(B) The power and authority relating to the provision of services, the standards of performance, the discipline of personnel, and other matters related to the performance of such services and control of personnel so employed by DISTRICT shall be within the sole discretion of the DISTRICT. At the sole discretion of the DISTRICT FIRE CHIEF and as necessitated by service needs, the resources listed on Schedules 2-A, 2-B, and 2-C herein may be reassigned within the CITY. Such reassignment of resources shall have no effect on the CITY's Annual Fee for services.

(C) All engine companies assigned to any of the CITY fire stations as listed on Schedule 3-B attached hereto shall carry automatic external defibrillators and all personnel shall be certified as Emergency Medical Technician-1.

(D)All code enforcement, plan check approval, and other fire prevention activities shall be in accordance with the County of Los Angeles Fire Code and DISTRICT ordinances, regulations,

standards, policies and procedures, except as may be amended pursuant to Section X herein.

(E) The CITY provides emergency medical transportation from a CITY-owned Ambulance which is staffed by a contract provider EMT-1 personnel (hereinafter referred to as "ambulance personnel"). During the term of this Agreement, emergency medical transportation by CITY may continue to be provided from the CITY-owned ambulance and ambulance personnel. Any CITY-owned ambulances and ambulance personnel which provide emergency medical transportation as provided for herein will be housed at a CITY fire station. CITY shall alter ambulance vehicles so as to clearly designate non-fire department ownership/operation.

CITY shall be responsible for managing the ambulance contract and shall require all ambulance personnel to be evaluated for trustworthiness through background checks and other screening mechanisms. The day-to-day oversight and supervision of the ambulance personnel shall be the responsibility of the DISTRICT. Hiring and discipline of ambulance personnel shall be the responsibility of the CITY. DISTRICT shall only be liable for claims and/or damages of any nature caused by its negligence or misconduct in its oversight and supervision and as otherwise provided for in this Agreement, and otherwise shall not be liable for any claims and/or damages of any nature caused by the ambulance personnel, including but not limited to worker's compensation, and third party liability claims, nor for any claims and/or damages related to the hiring and/or discipline of ambulance personnel. Ambulance personnel will be responsible for completing all necessary paperwork for billing purposes and forward all paperwork to a designated CITY staff person. CITY staff will be responsible for all transmittals, coordination, etc. with the CITY's billing company or staff.

All costs associated with the CITY's ambulance program including, but not limited to, staffing, vehicle maintenance, repair and fuel, supplies, medical equipment, and drugs, shall be borne by CITY. Ambulance personnel will be responsible for obtaining medical supplies, equipment, and medicines to restock CITY ambulances separate and apart from DISTRICT's paramedic squad. CITY shall retain all revenue generated from the Ambulance Program. All repairs, maintenance, fueling and the replacement of the CITY's ambulance(s) shall be the physical and financial obligation of the CITY. CITY shall be responsible for the response time performance of all ambulances providing emergency transport services to the CITY.

(F) DISTRICT will participate in and support community emergency preparedness, education, training, and exercises. CITY shall retain responsibility for CITY's internal emergency management and related programs.

(G) Without cost to DISTRICT, CITY shall, within the legal boundaries of the CITY, retain responsibility for providing a water system including fire hydrants capable of supplying adequate water fire flow to DISTRICT. CITY shall cooperate with and assist DISTRICT in requiring that the CITY Water Department or other local water purveyors provide adequate water and hydrants for fire protection purposes within CITY without cost to DISTRICT.

(H)DISTRICT shall annually inspect all fire hydrants within CITY to ensure that fire hydrants are mechanically operable and capable of delivering water. DISTRICT shall notify CITY Water Department or other local water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time DISTRICT becomes aware of maintenance or repair requirements. DISTRICT shall not be liable to pay CITY Water Department or any other water purveyors for hydrant installation, repair, maintenance, or rental fees or any other related costs or expenses.

(I) The transference of applicable 9-1-1 calls to the DISTRICT shall be done immediately upon receipt by the CITY's Public Safety Answering Point (PSAP) and shall be performed without cost to the DISTRICT. CITY shall be responsible for all costs associated with connecting ring down circuits from its PSAP to the DISTRICT's circuit. CITY shall provide to the DISTRICT monthly records of call transfer times for review by the DISTRICT within thirty (30) days of the end of each quarterly reporting period.

(J) Using the calendar year as a basis, DISTRICT shall provide to the CITY statistical response information reports each quarter. Such reports shall be provided by the DISTRICT to the CITY within thirty (30) days from the date of the end of each quarter. The criteria utilized in the preparation of such reports shall be determined by the CITY MANAGER and the DISTRICT's jurisdictional Assistant Fire Chief.

(K) Nothing in this Agreement precludes the future expansion or relocation of the CITY fire stations referenced herein if such action is mutually beneficial to and mutually agreed upon by both CITY and DISTRICT.

(L) Any agreed-upon adjustments in staffing pursuant to Section XI, Subsection (B) herein may cause adjustments in the determination of the Annual Fee, as specified in Schedules 2-A, 2-B, and 2-C attached hereto.

(M) The parties understand that services provided by DISTRICT under this Agreement include Emergency Medical Services (EMS). The parties further understand that DISTRICT and Orange County Emergency Medical Services (OCEMS) have established practices, procedures, training requirements and other obligations of DISTRICT to coordinate the provision of EMS in the City of La Habra and Orange County, as set forth in the document entitled Summary of Focus Areas, which may be amended from time to time between DISTRICT and OCEMS to maintain effective provision of EMS. Notwithstanding any other provision in this Agreement, the CITY agrees that operation by DISTRICT in compliance with such Summary of Focus Areas shall satisfy any requirement for permit or licensure for DISTRICT to operate as a paramedic provider, and for certification and accreditation of personnel of DISTRICT to operate as EMTs and paramedics, respectively.

SECTION III. ANNUAL FEE FOR SERVICES

(A) CITY shall pay an Annual Fee for DISTRICT services, hereinafter referred to as "Annual Fee". As provided for in the California Health and Safety Code Section 13878, DISTRICT shall be paid monthly, in advance, from funds of CITY for the performance of the services referred to in Section II, hereof. The Annual Fee shall be determined by the methods specified in Schedules 2-A, 2-B, and 2-C, attached hereto and made a part hereof. CITY shall pay DISTRICT one-twelfth (1/12) of the estimated or actual Annual Fee monthly, in advance, on or before the first day of each month. The one-year period for payment of the Annual Fee is defined as July 1 through June 30, herein referred to as "fiscal year."

(B) One-hundred and twenty (120) days prior to the commencement of each fiscal year, DISTRICT shall submit a preliminary estimate of the Annual Fee ("preliminary Annual Fee") for providing services to the CITY for the ensuing fiscal year. This preliminary Annual Fee shall include costs of DISTRICT salary and employee benefits and overhead, and shall be updated ninety (90) days prior to the commencement of each fiscal year for purposes of determining payment pursuant to Section III, Subsection (A). Salary and employee benefits and

overhead costs included in the CITY's estimated or actual Annual Fee shall be consistent with DISTRICT's actual cost.

(C) As soon as actual cost information is available, DISTRICT shall provide CITY a statement of the actual Annual Fee ("actual Annual Fee") for providing services during the current fiscal year. If the actual Annual Fee is less than the estimated Annual Fee, the DISTRICT shall credit CITY for the difference, which amount shall be deducted from the first monthly invoice and, if applicable, the following monthly invoices subsequent to the statement of the actual Annual Fee. If the actual Annual Fee is greater than the estimated Annual Fee, the additional amount due DISTRICT will be paid by CITY during the subsequent fiscal year as follows. One-twelfth (1/12) of such additional Annual Fee amount due DISTRICT shall be added and paid in each of CITY's subsequent twelve (12) monthly payments.

(D) A limitation shall be placed on increases in the amount of actual Annual Fee to be paid by CITY each year, hereinafter referred to as "Annual Fee Limitation." For purposes of calculation of the Annual Fee Limitation, the Annual Fee shall not include any conversion costs, credits, or rebates of any kind, which conversion costs will be included on the CITY's monthly invoices and will be a separate and distinct charge to the CITY on such monthly invoices, and will be paid by the CITY as set forth in this Section III, Subsection F. This Annual Fee Limitation shall be subject to annual change after the initial five-year period of this Agreement commencing with the commencement date of services ("initial five-year period") as described below. During the initial five-year period, the Annual Fee Limitation shall not exceed four percent (4%) per fiscal year. During the sixth year of this Agreement, the Annual Fee Limitation shall be the average of the immediately preceding four years' percentage increases in the Actual Annual Fee plus one percent (1%). During the seventh year of this Agreement and each subsequent fiscal year, the Annual Fee Limitation shall be the average of the immediately preceding five years' percentage increases in the actual Annual Fee plus one percent (1%).

(E) In any year where the CITY's actual Annual Fee, as specified in Section III, Subsection (C) herein, exceeds the preceding fiscal year's actual Annual Fee plus the applicable Annual Fee Limitation, hereinafter referred to as "Annual Fee Limitation excess," payment of the Annual Fee Limitation excess shall be deferred to a subsequent future fiscal year(s) where the increase in

the actual Annual Fee for that fiscal year over the preceding fiscal year is less than the Annual Fee Limitation. The Annual Fee Limitation excess will be repaid by CITY in any subsequent fiscal year(s) to the extent the actual Annual Fee increase in that fiscal year is less than the Annual Fee Limitation for that fiscal year. One-twelfth (1/12) of such Annual Fee Limitation excess shall be added and paid in each of CITY's twelve (12) monthly payments for the subsequent fiscal year(s).

In the event CITY or DISTRICT terminates this Agreement, any unpaid Annual Fee Limitation excess together with any outstanding Annual Fee payments due by the CITY as of the effective date of termination of this Agreement shall be due and payable to the DISTRICT no later than the effective date of termination. Should a credit be due the CITY from DISTRICT, a refund shall be paid to CITY no later than the effective date of termination.

(F) In addition to the Annual Fee, conversion costs as specified in Schedule 4 attached hereto and made a part hereof shall be charged to CITY and shall be paid to DISTRICT by CITY in sixty (60) equal monthly payments. This amount shall be added to each monthly invoice for the Annual Fee commencing with the first month's Annual Fee invoice. Upon the final determination of the actual conversion costs as approved by the CITY MANAGER and the DISTRICT FIRE CHIEF, the CITY's conversion cost balance will be adjusted as will all subsequent monthly invoices for the Annual Fee to reflect the actual conversion costs.

(G) DISTRICT shall pay all processing fees which may be required to obtain County of Los Angeles LAFCO approval of this Agreement or to obtain exemption from LAFCO approval.

(H)Fire protection, hazardous materials, emergency medical, and all related services as set forth in Section II, herein, shall not be performed by DISTRICT hereunder unless CITY shall:

1. Have available funds previously appropriated to cover the Annual Fee.
2. Have paid in advance, when due to DISTRICT, the monthly payments for the Annual Fee from the previously appropriated funds.

(I) DISTRICT shall invoice CITY at least thirty (30) days in advance of any scheduled monthly payment. Payment of all invoices under this Agreement shall be due and payable thirty (30) days from the date of invoice (hereinafter referred to as "due date").

Invoices and general notices shall be sent to CITY at:

City of La Habra
Finance Director
201 E. La Habra Boulevard
La Habra, CA 90631

Payments shall be sent to DISTRICT at:

Los Angeles County Fire Department
P. O. Box 54740
Los Angeles, CA 90054-0740

General notices shall be sent to DISTRICT at:

Fire Chief P. Michael Freeman
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

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

(J) If the commencement date of service is in the middle of any month, the pro rata share for that month and full payment for the following month shall be paid in advance. The pro rata monthly share shall be calculated as follows:

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Divide the Annual Fee by 365 days (daily rate) and multiply the daily rate by the number of days remaining in the month as of the commencement date of services.

(K) Interest shall be added to any payment invoiced by DISTRICT and that is received by DISTRICT more than fifteen (15) calendar days after the due date (late payment). The interest rate on any late payment shall be established as the lesser of the prevailing Los Angeles County Treasury Pool rate, as published in the Los Angeles County Treasurer and Tax Collector's website, or the prime lending rate for Bank of America, or any successor financial institution, as of the first day payment is late. The period for computing this interest shall commence the day following the payment due date and end the date of receipt of payment by the DISTRICT. The interest payment shall be computed as follows:

No. of Days Late / 365 Days	X	Prime Lending Rate or Treas. Pool Rate	X	$ Amount of Payment	=	Late Payment Interest Charge

(L) The Annual Fee in this Agreement is based upon current CITY boundaries and service

requirements.

(1) During the term of this Agreement, should CITY annex additional areas from which DISTRICT at the time of annexation receives property taxes, DISTRICT shall continue to receive its full share of property taxes DISTRICT derives from those areas with no adjustment to the Annual Fee. In addition, should CITY desire that the DISTRICT's special tax be discontinued in the annexed area within the CITY, CITY shall transfer additional property taxes to DISTRICT in an amount equal to the revenue generated by the special tax in the annexed area within the CITY. Provided that the financing measures described in this Section III, Subsection (L) are complied with, CITY shall not incur any additional Annual Fee costs as a result of such annexation. DISTRICT is not able to impose a tax within the CITY without a vote of the people pursuant to Proposition 62, which was enacted in November 1986, and Proposition 218, which was effective November 6, 1996.

(2) Any CITY annexation of County islands, as depicted on Exhibit 1, within the CITY's current boundaries would not be subject to an increase in the CITY's Annual Fee. However, any CITY annexation of additional territory beyond the CITY's current boundaries and the areas depicted on Exhibit 1 attached hereto would be subject to negotiation of the CITY's Annual Fee.

(M) All revenues generated from fees established or implemented by DISTRICT shall be DISTRICT revenues with the exception of any applicable paramedic on-board/ALS fees which will be passed through to the CITY by the DISTRICT via credits on the CITY's monthly invoices. Fees of any nature collected by CITY on behalf of DISTRICT shall be passed-through to DISTRICT by CITY as DISTRICT revenues. CITY shall be authorized to retain a five percent (5%) administrative charge for any fees collected by CITY on behalf of DISTRICT. Any fees charged and collected by the CITY subsequent to the commencement date of services shall remain as revenues of the CITY provided that such fees are not identified as fees for DISTRICT services. DISTRICT shall be authorized to retain a five percent (5%) administrative charge for any fees collected by DISTRICT on behalf of CITY. Excluding any State, Federal, or judicially mandated programs or fees, any fees established by DISTRICT to be imposed in CITY after the commencement date of services shall require the prior approval of CITY, which

approval shall not be unreasonably withheld or delayed. After giving written notice to DISTRICT, CITY may at any time choose to pay, in part or whole, any fees levied by DISTRICT in lieu of imposition of the fees upon the citizens of CITY. Neither DISTRICT nor CITY shall be legally obligated to collect fees on behalf of the other party.

In the event that an incident occurs within the CITY while this Agreement is in effect during which the DISTRICT may be required to deploy a substantial number of DISTRICT apparatus and personnel to such incident as determined by DISTRICT, to the extent authorized by law, the DISTRICT reserves the right to pursue cost recovery at its sole discretion against the party that caused the incident but not against the CITY. Costs recovered by the DISTRICT for CITY-paid resources (as detailed in Schedules 2-A, 2-B, and 2-C herein) deployed on such an incident within the CITY, less the cost of DISTRICT's recovery efforts, shall be credited to the CITY.

In the event the CITY were to pursue cost recovery for DISTRICT resources deployed to an incident within the CITY to which the DISTRICT deploys a substantial number of apparatus and personnel, to the extent authorized by law, the CITY shall promptly pay to the DISTRICT all such DISTRICT costs recovered by the CITY less the cost of CITY's recovery efforts. Costs for DISTRICT resources paid for by the CITY through this Agreement as detailed on Schedule Schedules 2-A, 2-B, and 2-C herein and deployed to such an incident shall not be recoverable by DISTRICT from CITY. Neither DISTRICT nor CITY shall be legally obligated to seek cost recovery on behalf of the other party.

(N) In the event that a billing/payment dispute arises between the DISTRICT and CITY, the parties will negotiate in good faith to resolve the dispute and the following procedures will be taken to resolve the dispute:

1. The dispute will be specified, in writing, and presented to the DISTRICT Chief Deputy of Business Operations if a CITY dispute, or to the CITY MANAGER if a DISTRICT dispute, within thirty (30) days of the receipt of a disputed invoice or disputed payment. The CITY may pay in full any disputed invoice "under protest."

2. The DISTRICT and CITY shall meet and confer in good faith to expeditiously resolve the dispute. If the DISTRICT and CITY cannot fully resolve the dispute within ninety

(90) days of receipt of written notification of this dispute (impasse), the impasse will be sent to an independent arbitrator for resolution. Said arbitrator shall be selected jointly by CITY and DISTRICT within forty-five (45) days of impasse and shall be paid for equally by CITY and DISTRICT. If DISTRICT and CITY cannot agree on an arbitrator, each party shall, at its own expense, retain an arbitrator within thirty (30) days after the jointly selected arbitrator should have been selected. These two arbitrators will within thirty (30) days of their retention mutually select a third arbitrator. The mutually agreed-upon arbitrator will resolve the matter within thirty (30) days after his/her selection. DISTRICT and CITY shall share equally the cost of the third arbitrator. The arbitrator's resolution of the impasse shall be final and binding.

If the DISTRICT prevails in arbitration, all money owed and not paid to the DISTRICT will be forwarded to the mailing address identified in Section III, Subsection (I), herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition, the CITY will be assessed and pay the interest payment amount for a late payment as calculated in Section III, Subsection (K) of this Agreement.

If the CITY prevails in arbitration and has paid the DISTRICT the disputed amount, a refund to CITY will be forwarded to the mailing address identified in Section III, Subsection (I), herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition, DISTRICT will pay to CITY an interest payment amount for a late payment, as calculated in Section III, Subsection (K) of this Agreement. Each party is required to pay its own legal fees associated with such arbitration and is not entitled to recovery of those fees from the other party.

(O) The DISTRICT shall credit to the CITY's Annual Fee billing the cost expended by CITY to fulfill the requirements of Section VII, Subsection (C), paragraph (12), Health Insurance, herein, in the invoice subsequent to DISTRICT'S receipt of cost documentation. CITY shall present documentation satisfactory to DISTRICT of the amount expended prior to credit being made.

(P) Vacation and sick benefit days, as provided for in Section VII, Subsection (C), paragraphs (6) and (7) herein and as detailed on Schedules 8, 9, 11, and 12 attached hereto and made a part hereof, shall be charged to the CITY and shall be paid in thirty-six (36) equal

monthly payments which shall be added separately to the monthly invoice for the Annual Fee commencing with the first month's Annual Fee invoice or as soon as practicable after the finalization of these Schedules.

SECTION IV. <u>EQUIPMENT, FURNITURE, FURNISHINGS, AND EXPENDABLE EQUIPMENT/FIRE APPARATUS AND EQUIPMENT</u>

(A) On the commencement date of services CITY shall transfer to DISTRICT all fire apparatus, vehicles, fire equipment, and fire station furnishings, furniture, equipment and expendable tools incidental to fire station operations, as inventoried and identified by DISTRICT in writing, and listed in Schedules 5 and 6 attached hereto. All items not transferred to DISTRICT will remain with the CITY.

(B) All right, title, and interest in said CITY apparatus and vehicles shall be conveyed to DISTRICT free and clear of any encumbrances. CITY shall be responsible for any and all outstanding loans or liens against said apparatus and vehicles.

(C) All fire apparatus, vehicles, and related apparatus/vehicular equipment transferred to the DISTRICT by the CITY shall be in good working order. CITY shall pay for any fire apparatus and vehicle repairs necessary due to deferred or deficient maintenance. Prior to the commencement date of services, the DISTRICT shall inspect all such fire apparatus and vehicles and identify any repairs required due to deferred or deficient maintenance. DISTRICT shall add the cost for such repairs to the conversion costs and modify Schedule 4 accordingly.

SECTION V. <u>FIRE STATIONS</u>

(A) Both parties fully intend to commence services within twelve (12) months of the effective date of this Agreement. Upon the commencement date of services, the three existing CITY fire station facilities (hereinafter collectively referred to as "existing fire stations") as listed on Schedule 3-A attached hereto and made a part hereof shall be used and occupied by DISTRICT. The DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 will be twenty-five (25%) pursuant to Schedule 2-A attached hereto.

(B) Within eighteen (18) months of the effective date of this Agreement as defined in Section I, Subsection (A), CITY shall acquire a mutually agreeable permanent fire station site for the purpose of constructing a fourth fire station ("permanent fourth fire station site"). The

desired location for the permanent fourth fire station site shall be on Beach Boulevard, south of Westridge Plaza North, and may be wholly or partially within the CITY limits ("desired site"). If the desired site cannot be purchased, the parties agree that CITY shall have an additional twelve months to acquire an alternative site agreeable to the parties ("alternative site"). Such alternative site shall be at a suitable, mutually agreeable location. District and City shall share equally in the costs of the purchase of the permanent fourth fire station site pursuant to Subsection (H) of this Section V.

(C) CITY shall acquire a temporary fire station site at a mutually agreeable location at its own cost. When the CITY provides the temporary fire station site to the DISTRICT for the exclusive possession and use by the DISTRICT, the DISTRICT will increase its cost share of the operational costs associated with the Paramedic Assessment Engine at CITY Station 3 from twenty-five percent (25%) to fifty percent (50%). The method used for determining the DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 shall be based on Schedule 2-B attached hereto. DISTRICT shall construct and occupy a temporary facility within six months of CITY's provision to DISTRICT of the temporary fire station site. DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 will increase to 75% six months after CITY provides to DISTRICT the exclusive possession and use of the temporary fire station site called for in this Section V, or upon DISTRICT's commencement of operations at the temporary fire station facility, whichever is earlier. The method for determining the CITY's Annual Fee pursuant to Section III, Subsection (A) herein shall be based on Schedule 2-C attached hereto.

(D) If, on the first day of the 19th month from the commencement date of services, CITY has not completed the acquisition of a permanent fourth fire station site pursuant to the provisions in this Subsection (B) of Section V, DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 shall be reduced to fifty percent (50%) from seventy-five percent (75%). The method for determining the CITY's Annual Fee pursuant to Section III, Subsection (A) herein shall be based on Schedule 2-B attached hereto. Upon acquisition of a permanent fourth fire station site by the CITY, the DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 shall return to seventy-five percent (75%).

(E) On the first day of the 43rd month from the commencement date of services, if construction of the permanent fourth fire station has not commenced at the desired site by the parties hereto, the DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 shall be reduced to fifty percent (50%) and CITY shall deposit into an escrow account, with an escrow company approved by the DISTRICT, the sum of $2.5 million from which CITY may draw Funds for construction costs and from which the DISTRICT may draw Funds to complete construction of the permanent fourth fire station in the event construction of the permanent fourth fire station is not completed on the first day of the 10th year from the commencement date of services pursuant to the provisions of this Section V, Subsection E below. Should the CITY not be able to acquire the desired site, and instead must acquire an alternative site pursuant to this Section V, Subsection B herein, CITY shall have an additional twelve months to commence construction of the permanent fourth fire station (i.e., construction to commence by the first day of the 55th month from the commencement date of services), before (1) any reduction in the DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 to fifty percent (50%) as provided for in this Subsection and (2) the escrow account must be established in accordance with the preceding sentence. Commencement of construction shall be defined as the date on which the contractor is required to proceed with construction pursuant to the signed construction contract for the fourth fire station.

(F) After construction of the permanent fourth fire station has commenced, the DISTRICT's cost share of the Paramedic Assessment Engine at CITY Station 3 shall increase to seventy-five percent (75%). The method for determining the CITY's Annual Fee pursuant to Section III, Subsection (A) herein shall be based upon Schedule 2-C attached hereto which will then remain permanently in effect until such time as the Agreement is terminated.

If construction of the permanent fourth fire station has commenced by the first day of the 43rd month from the commencement date of services on the desired site, or by the first day of the 55th month from the commencement date of services on the alternative site, but is not completed by the first day of the 79th month from the commencement date of service, CITY shall deposit into an escrow account, with an escrow company approved by the DISTRICT, the sum of $2.5 million from which CITY may draw Funds for remaining construction costs and from

which the DISTRICT may draw Funds to complete construction of the permanent fourth fire station in the event construction is not complete on the first day of the 10th year from the commencement date of services pursuant to the provisions of this Section V, Subsection E .

If on the first day of the 10th year from the commencement date of services construction of the permanent fourth fire station is not complete: 1) Funds will be drawn, from any escrow account established pursuant to this Agreement, by the DISTRICT in an amount necessary to complete the construction of a fire station; and 2) all costs incurred by the DISTRICT associated with land acquisition and construction for the permanent fourth fire station shall be immediately returned to the DISTRICT by the CITY. Any funds remaining in the escrow account after the completion of construction of a permanent fourth fire station by the DISTRICT will be returned to the CITY.

(G) DISTRICT and CITY shall have equal say in the size, design, cost, location, and other construction matters regarding the permanent fourth fire station. DISTRICT shall review and approve the plans and specifications prior to the commencement of construction of the permanent fourth fire station by the CITY. DISTRICT shall not unreasonably delay such review and approval.

(H) DISTRICT and CITY will share equally in all costs associated with land acquisition, site preparation, tenant relocation, and construction of the permanent fourth fire station. The disbursement of the DISTRICT's share of the construction costs associated with the permanent fourth fire station shall be specified in Schedule 13 attached hereto. The parties shall mutually agree by separate written agreement on the specifics of the fire station design, workplan, timeline, and other matters regarding the construction of the permanent fourth fire station. Ownership of the permanent fourth fire station building and permanent fourth fire station site shall belong to the CITY, subject to the DISTRICT'S lease rights under this Agreement.

(I) In the event construction of the permanent fourth fire station is not completed within forty two (42) months of the commencement date of services in accordance with this Section V herein, the DISTRICT may continue to lease the permanent fourth fire station site and the permanent fourth fire station one month for every month, or portion thereof, after forty two (42)

months from the commencement date of services that the permanent fourth fire station construction remains not complete. This lease period shall be in addition to the additional five (5) year lease period provided for in Section V, Subsection (J) herein. Completion of construction of the permanent fourth fire station shall be deemed as of the date of issuance of a certificate of occupancy for the permanent fourth fire station so that the DISTRICT may commence operations.

The completion of construction timeframes as specified in this Section V may be extended for force majeure events. Force majeure means that in the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, natural disasters, war, willful misconduct of the other party, or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for the period equivalent to the period of such delay, provided that written notice is given to the other party by the party claiming delay within ten (10) days of the commencement of the delay period.

(J) This Agreement constitutes a lease whereby the CITY shall lease to DISTRICT all CITY fire stations as identified on Schedule 3-B for one dollar ($1) annually per station (collectively referred to as "CITY fire stations"). CITY fire stations leased by the CITY to the DISTRICT shall be used for the purpose of providing fire protection and emergency medical and related services as described herein.

If this Agreement is terminated by CITY within the initial 10-year term, the CITY shall immediately reimburse to the DISTRICT all the DISTRICT's share of land acquisition, tenant relocation, site preparation, and construction costs expended by DISTRICT for the permanent fourth fire station site and the permanent fourth fire station. If this Agreement is terminated after the initial ten (10) year term, DISTRICT shall not be entitled to any reimbursement from CITY for any costs contributed by DISTRICT for the permanent fourth fire station and permanent fire station site.

If this Agreement is terminated after the initial ten (10) year term, DISTRICT shall

have the right to continue leasing the permanent fire station site and the permanent fourth fire station, continuously and exclusively, for a period of not less than five (5) years at no additional cost to DISTRICT, which period shall commence upon the effective date of termination of this Agreement.

Notwithstanding any other provision in this Agreement, the DISTRICT's right to lease the permanent fourth fire station and the permanent fire station site shall be for a minimum of eleven and one-half (11 ½)years. DISTRICT's rights to lease in the preceding sentence shall be construed in the most comprehensive manner to protect the rights and expenditures of the DISTRICT. Notwithstanding this Subsection J of this Section V, CITY agrees that it shall review and reconsider DISTRICT's right to continue to lease and to occupy the permanent fourth fire station site and permanent fourth fire station beyond the above five year period and any additional time accrued and or authorized pursuant to this Section V Subsection (J) herein.

(K) CITY represents and warrants that it has performed all environmental cleanup of hazardous materials at the existing fire station sites, as required by all applicable Federal, State, and local laws as detailed in Section VIII, Subsection (C) herein. CITY represents and warrants that CITY has, as federally mandated, at its own expense, properly removed and replaced, if applicable, all underground fuel tanks from all existing fire station sites in accordance with all applicable Federal, State, and local requirements and standards. DISTRICT assumes no responsibility for any and all contamination or environmental damage, including personal injury or property damage, or liability of any nature whatsoever arising from said fuel tanks or their removal. CITY shall indemnify, defend, and hold harmless DISTRICT from any claims, liabilities, damages, costs, or expenses of any nature whatsoever related to any of the fuel tanks located at any of the existing fire station sites prior to the commencement date of service under this Agreement.

(L) DISTRICT shall indemnify, defend and hold harmless CITY for any liability, cost, expense, claim, or damages arising from any contamination or environmental damage, of any kind whatsoever at or adjacent to existing fire stations in any way related to hazardous materials or dangerous conditions caused, created, or contributed to by DISTRICT after the commencement date of service at existing CITY fire station sites.

CITY shall indemnify, defend, and hold harmless DISTRICT for any liability, cost, expense, claims, or damages arising from any contamination or environmental damage, including personal injury or property damage of any kind whatsoever at or adjacent to the three existing fire station sites in any way related to asbestos, if any, at CITY fire station sites, or in any way related to hazardous materials or dangerous conditions caused or created or contributed to by CITY prior to the commencement date of services at existing CITY fire station sites.

(M) DISTRICT shall be responsible for utility payments related solely to DISTRICT's use of CITY fire stations. In the event any of the CITY fire stations' utility connections are shared jointly by others, an equitable formula to determine sharing of utility costs shall be set forth in a Memorandum of Understanding, included herein as Schedule 14, attached hereto and made a part hereof entered into by CITY and DISTRICT and executed by the CITY MANAGER and DISTRICT FIRE CHIEF, respectively, prior to the commencement date of services or as soon as practicable thereafter.

(N)DISTRICT shall inspect the existing CITY fire stations prior to acceptance and occupancy. After DISTRICT acceptance of each existing CITY fire station, DISTRICT shall be responsible for minor and routine station repairs as described in this Section V, Subsection (N) herein.

DISTRICT shall perform all routine, day-to-day maintenance, and minor repairs (collectively referred to as "routine repairs") on all existing CITY fire stations leased from CITY identified on Schedule 3-A attached hereto not to exceed the following amounts: DISTRICT shall be responsible for routine repairs up to $25,000 per existing CITY fire station during the first year after the commencement date of services of this Agreement (DISTRICT's maximum share); for the second through fifth years of this Agreement after the commencement date of services, the DISTRICT's maximum share for routine repairs per existing CITY fire station facility shall be as follows:

Year 2	$26,250
Year 3	$27,563
Year 4	$28,941
Year 5	$30,388

DISTRICT shall notify CITY in writing if the total cost for routine repairs for any of the existing CITY fire stations in any one year is anticipated to exceed the DISTRICT's maximum share for that year in accordance with Subsection (N) herein. If DISTRICT expends less than DISTRICT's maximum share on any existing CITY fire station in any year, any amount less than DISTRICT's maximum share for such existing CITY fire station shall not be credited against another existing CITY fire station, nor shall it be carried forward from year to year. Routine repairs shall include but not be limited to the following: repair or replacement of apparatus room doors; floor replacement; ceiling replacement; incidental plumbing and electrical repairs; heating and air conditioning repairs; exhaust fan replacement; and minor remodeling such as shower refurbishment, installation of stainless steel countertops, and additional cabinets for offices and/or lockers. To qualify as "minor remodeling" a particular remodeling item shall not exceed $2,500. All routine repairs or portions thereof in excess of DISTRICT's maximum share per existing CITY fire station, per year, shall be the responsibility of the CITY. DISTRICT may elect to replace or upgrade appliances or furnishings at any existing CITY fire station at its own expense. CITY shall not be responsible for any such upgrades or replacements, and such upgrades and replacements shall not reduce the DISTRICT's maximum share provided above, unless the items being replaced are no longer functioning or repairable at a reasonable cost as determined by DISTRICT, in which event such costs incurred by DISTRICT shall reduce DISTRICT's maximum share.

Any non-routine repairs hereinafter shall be referred to as "major repairs" and shall be identified, in writing, by the DISTRICT and presented to CITY. Major repairs shall be undertaken by the CITY within twelve (12) months of DISTRICT's notification to CITY, or other time period as mutually agreed upon by DISTRICT FIRE CHIEF and CITY MANAGER, unless said major repair is deemed an emergency, hereinafter referred to as "emergency major repair." In the event of a dispute regarding the existence of major repairs, the general arbitration procedures stated in Section III, Subsection (N) shall be utilized.

Emergency major repairs shall be defined as conditions that if left unrepaired would compromise the health, welfare, or security of the fire station inhabitants or the public, as reasonably determined by DISTRICT. DISTRICT shall commence emergency major repairs

immediately after notification by DISTRICT to CITY's designated emergency contact person. CITY shall provide DISTRICT with the name and telephone number of a designated contact person for such emergency contacts which may be after hours. DISTRICT will undertake the emergency major repairs and invoice the CITY for the costs of such repairs. CITY shall be invoiced for one-twelfth (1/12) of the cost of such repairs monthly for a period of twelve (12) months. All invoices for emergency major repairs undertaken by the DISTRICT shall be due and payable thirty (30) days from the date of invoice and shall be subject to the terms contained in Section III, Subsections (K) and (N) herein.

Beginning in the sixth year from the commencement date of services of this Agreement, the DISTRICT shall assume all fire station routine and major repair costs for the existing CITY fire stations.

DISTRICT FIRE CHIEF may authorize, with the approval of CITY, improvements to any existing CITY fire station for DISTRICT benefit at no cost to the CITY. Improvements to any of the existing fire stations for DISTRICT benefit shall not be subject to the DISTRICT's maximum share provisions as contained herein, and DISTRICT's maximum share shall not be reduced by the costs of any such improvements.

As long as DISTRICT occupies the permanent fourth fire station, all costs associated with routine, day-to-day maintenance, minor and major repairs and upgrade of appliances and furnishings, and improvements approved by the CITY for the permanent fourth fire station and the permanent fourth fire station site shall be shared equally by the CITY and DISTRICT.

(O)Without limiting each party's indemnification of the other and during the term of this Agreement, each party agrees to maintain the following programs of insurance. Each party shall retain the option of satisfying its insurance obligations herein through use of a program of commercial or self-insurance coverages, or any combination thereof. Each party's insurance shall be primary to and not contributing with any insurance or self-insurance programs maintained by the other, and shall be maintained at each party's own expense.

CITY shall maintain: General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than $1 million per occurrence and $2 million aggregate; Workers Compensation insurance to meet statutory requirements, and including

Employers' Liability coverage with limits of not less than $1 million each; Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the CITY with limits of not less than $1 million per occurrence and $2 million aggregate; and Property Coverage providing Special form ("all-risk") coverage in an amount equivalent to the full replacement value of all CITY fire stations and applying to CITY- owned and leased real property.

The DISTRICT shall maintain: General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than $1 million per occurrence and $2 million aggregate; Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident; Workers Compensation insurance to meet statutory requirements, and including Employers' Liability coverage with limits of not less than $1 million each incident; and Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the DISTRICT with limits of not less than $1 million per occurrence and $2 million aggregate.

(P) DISTRICT shall not be liable for any damages to any of the CITY fire station facilities which result from any seismic events, natural disasters, civil disturbances, or acts of God.

(Q) DISTRICT and CITY, respectively, shall be fully responsible for any major repairs or any damages arising from the intentional or negligent acts of their respective personnel. In such case, the provisions of Section V, Subsection (N), shall not apply. Disputes regarding implementation of this provision shall be resolved pursuant to Section III, Subsection (N).

SECTION VI. <u>INDEMNIFICATION</u>

Except as specifically otherwise provided in this Agreement, neither party shall be liable for the negligent or wrongful acts of the other in the performance of this Agreement.

(1) CITY agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles, hereinafter referred to as "COUNTY", their elected and appointed officials, officers, agents, and employees from any and all liability and expenses, including defense costs and legal fees, arising from or connected with claims and lawsuits arising from the negligent or wrongful acts of CITY in the performance of this Agreement.

(2) DISTRICT agrees to indemnify, defend, and hold harmless CITY, its elected and appointed officials, agents, officers, and employees from any and all liability and expenses, including defense costs and legal fees, arising from or connected with claims and lawsuits arising from the negligent or wrongful acts of DISTRICT in the performance of this Agreement.

SECTION VII. PERSONNEL

(A) **SWORN EMPLOYEES**

(1) **Appointment** - Subject to the provisions of the California Government Code, Section 1031 and the Los Angeles County Code Section 6.02.040, DISTRICT agrees to appoint, without further civil service examination, CITY Fire Fighter series employees exclusive of temporary or reserve Fire Fighters, hereinafter referred to as "sworn employees," specified on Schedule 7, attached hereto and made a part hereof, who have successfully completed six (6) months service with CITY. Sworn employees' service with CITY must include actual firefighting experience in a permanent Fire Fighter position. Safety employees hired before March 31, 1997 have a mandatory retirement age of sixty (60), unless subsequently modified by the Los Angeles County Board of Supervisors. The date of hire that establishes the sworn CITY employees' continuous service date in a safety capacity with the CITY shall be utilized for purposes of the mandatory retirement age for transferring safety employees. Safety employees who have reached their 60th birthday and were hired by CITY before March 31, 1997 shall not be blanketed into DISTRICT service.

(2) **Probation** - All CITY sworn employees on probation will remain on probation until completing DISTRICT probationary period and requirements.

(3) **Positions** - CITY sworn employees qualified pursuant to this Section VII are fully identified on Schedule 7 attached hereto and are subject to the terms and conditions of this Agreement. CITY sworn employees shall be employed by DISTRICT in the number and status as follows:

Number	District Status
9	Captain
10	Fire Fighter Specialist
Remainder	Fire Fighter

CITY shall designate sworn employees to be assigned to the Captain, Fire Fighter

Specialist, and Fire Fighter positions indicated above. Any CITY designated employee shall be eligible for the assigned position if the employee has held the position being designated to or a higher position in the service of the CITY. A duly authorized representative from the La Habra Firefighters Local 1968 shall approve, in writing, the appointment of the personnel designated to the ranks of Captain and Fire Fighter Specialist as listed on Schedule 7 attached. Once approved by the La Habra Firefighters Local 1968, these designations shall become final and not subject to change unless a CITY sworn employee designated on the list does not transfer to the DISTRICT. CITY shall indemnify, defend, and hold harmless DISTRICT from any claims, liabilities, damages, costs, or expenses of any nature whatsoever related to the designation of transferring employees' ranks by the CITY.

(4) **Firefighting Experience** - CITY sworn employees to be assigned to the position of Fire Captain shall have five (5) years' firefighting experience. CITY represents and warrants that those employees assigned Fire Captain positions have a minimum of five (5) years' firefighting experience.

(5) **Driving Skills** - All CITY sworn employees who are to be assigned fire apparatus operation responsibilities as Fire Fighter Specialists will be tested and trained, as may be required by DISTRICT. Any CITY sworn employee who does not initially qualify in fire apparatus operations prior to the commencement date of service will be assigned other duties. After being provided training by the DISTRICT, transferring Fire Fighter Specialists will be required to pass a fire apparatus operations test. Fire Fighter Specialists who do not pass the fire apparatus operations test may be demoted at the sole discretion of DISTRICT.

(6) **Driver's License** - As a condition of employment, all CITY sworn employees will be required to obtain the appropriate California Driver's License, which is currently a noncommercial Class B restricted to operate firefighting equipment only, with air brake, tank, and hazardous material endorsements in accordance with the California Department of Motor Vehicles requirements. No employee shall have license restrictions which would prevent her/him from performing his/her employment duties.

(7) **EMT-1 Training** - Sworn members of DISTRICT are required to be certified as Emergency Medical Technician I (EMT-1). CITY certifies that all CITY sworn employees

transferring to DISTRICT shall have current EMT-1 certification and current continuing education (CE). Current CE shall be defined as the equivalent of one hour of CE for each month that has elapsed since the last recertification date. CITY shall reimburse the DISTRICT for any costs incurred by the DISTRICT as a result of non-compliance by any CITY employee of the requirements herein. In addition, all transferring CITY paramedics who desire to transfer to the DISTRICT as a paramedic must complete the DISTRICT's re-activation class which consists of up to three days of classroom and five or more shifts of internship (i.e. ride-alongs) on a DISTRICT paramedic squad. Any transferring paramedic who does not successfully pass this re-activation class would be ineligible to function as a paramedic with the DISTRICT.

The OCEMS has requested that all personnel permanently assigned to a CITY fire station receive eight (8) hours of orientation to Orange County policies and procedures and has agreed to provide such orientation on a quarterly basis at the CITY fire stations to on-duty personnel at no cost to the DISTRICT. DISTRICT shall submit an invoice to the CITY for any such costs associated with OCEMS training incurred by DISTRICT for reimbursement by CITY.

(8) **Seniority** - This Agreement will result in the creation of thirty-four (34) additional DISTRICT sworn positions. More than thirty-four (34) sworn employees may be transferring from CITY to DISTRICT. Pursuant to Section 53292 of the California Government Code and except as specified in Section VII, Subsection (C), paragraph (10) herein, so as not to impair the seniority rights of existing DISTRICT sworn employees, as a result of the thirty-four (34) newly created sworn positions only thirty-four (34) CITY sworn employees with the most CITY Fire Department continuous service time will receive DISTRICT seniority rights and COUNTY seniority. In the event any two or more transferring CITY employees have the same continuous service date with the CITY Fire Department, the CITY shall use whatever method currently utilized by the CITY to determine the manner in which the seniority for those affected employees shall be established.

DISTRICT seniority is principally used for transfer bidding rights and, for these thirty-four (34) positions, will be based on continuous service time in the Fire Fighter series with CITY Fire Department. COUNTY seniority which, as defined in Los Angeles County Civil Service Rule 2.15 as "continuous service," is principally used for purposes of determining the

order of layoff or reduction. Also as defined in Section 6.04.040 of the Los Angeles County Code, "continuous service" is principally used for purposes of determining rights to some types of paid leave. For these thirty-four (34) positions, continuous service will include all continuous service time with the CITY, including any continuous non-permanent time.

The assigned DISTRICT and COUNTY seniority dates for any remaining sworn employees will be the commencement date of services with the DISTRICT. They will be placed on the DISTRICT seniority list and also assigned a COUNTY continuous service date in order of their relative service time with the CITY.

All CITY and DISTRICT seniority will be considered for all purposes, except for those individuals beyond the 34 additional sworn positions for which CITY seniority shall not count for purposes of bidding rights, vacation schedules, and to determine the order of layoff or reduction.

As those CITY sworn employees with full DISTRICT and COUNTY seniority rights leave DISTRICT service, the remaining sworn employees will be assimilated into full DISTRICT and COUNTY seniority status based on their time in service as sworn CITY/DISTRICT employees, with the exception of those employees who fall under the provision of Section VII, Subsection (C), paragraph (10) herein.

(9) **Promotional Exams** - All non-probationary transferring sworn employees shall be immediately eligible for promotional examination within the DISTRICT. All time in rank as a sworn CITY and/or DISTRICT employee shall be considered for purposes of determining eligibility for promotional examination.

(10) **Longevity Bonus** - For purposes of determining eligibility for the DISTRICT's Fire Fighter longevity bonus for those CITY employees blanketed-in to DISTRICT in the Fire Fighter classification, all continuous CITY service time in the Fire Fighter or successive promotional classifications shall be deemed as fulfilling the required aggregate service time for longevity bonus entitlement, except as provided in Section VII, Subsection (C), paragraph (10) herein.

(11) **Training Records** – CITY will provide DISTRICT with complete training records of all CITY sworn employees to be transferred to the DISTRICT pursuant to this Agreement.

(B) **NON-SWORN EMPLOYEES**

(1) **Appointment** - DISTRICT may agree to appoint without further civil service examination non-Fire Fighter series employees, hereinafter referred to as "non-sworn employees", who have successfully completed six (6) months continuous service with CITY and who shall be listed on Schedule 10, attached hereto and made a part hereof. All non-sworn employees shall successfully complete a probationary period consistent with Los Angeles County Civil Service Rules.

(2) **Seniority** - Since non-sworn positions are not being created as a result of this Agreement, the DISTRICT and COUNTY seniority date for all transferring non-sworn CITY employees, which is primarily used for the purpose of determining the order of layoff or reduction, shall be the commencement date of services.

(C) **ALL EMPLOYEES**

(1) **Medical Exam & Background Investigation** - Prior to the commencement date of services, as a condition of DISTRICT employment, each CITY employee must be medically qualified by a DISTRICT-administered physical examination, which includes a drug screening component, and must pass the DISTRICT's background investigation. Any CITY employee who is on medical leave of absence on the commencement date of services shall be blanketed into DISTRICT if he/she passes the required medical examination and background investigation upon termination of medical leave. The DISTRICT retains the right to not accept any CITY employee in its sole discretion upon completion of the employee's medical exam and background investigation. In such case, the City employee's rights, obligations and status as a City employee shall be dictated by City rules and regulations.

(2) **Salary Step Placement** - For the purpose of determining an employee's DISTRICT salary step placement, "CITY salary" shall be defined as all monthly earnings that are eligible towards CITY retirement credit, excluding, any compensation for unused benefit days or holidays, uniform allowances, and all overtime earnings. The employee's initial salary step placement shall not be less than his/her CITY salary as defined in this Section VII, Subsection (C), paragraph 2.

Paramedic bonuses shall also be excluded from "City salary" for those employees

who transfer to the DISTRICT into a "Fire Fighter" position. Any transferring employees who are assigned to "Fire Fighter Paramedic" positions will be entitled to receive the applicable DISTRICT paramedic bonus.

Paramedic bonuses will be included in the "City salary" for those employees who transfer to the DISTRICT into a "Fire Fighter Specialist" or "Captain" position pursuant to this Section VII, Subsection (A), paragraph (3) and who are receiving a paramedic bonus in the CITY at the time of transfer to the DISTRICT. In the event any employee transferring to the DISTRICT into a "Fire Fighter Specialist" or "Captain" position is subsequently assigned to a paramedic position in the DISTRICT, the employee's salary will be recalculated to eliminate the amount of his CITY paramedic bonus and to include the applicable DISTRICT paramedic bonus. However, should any such employee receiving a DISTRICT paramedic bonus subsequently transfer out of a paramedic assignment, the DISTRICT paramedic bonus will be eliminated from his salary and his City paramedic bonus will be restored.

All other bonuses, other than paramedic bonuses, will be considered by DISTRICT in its discretion for inclusion in the determination of an employee's DISTRICT salary but not guaranteed. The ultimate decision regarding the inclusion of bonuses rests with the DISTRICT in its discretion.

(a) Sworn employees - Except as provided in Section VII, Subsection (C), paragraphs (9) and (10), all continuous service time accrued as a sworn employee in the service of the CITY shall be considered for the purpose of determining COUNTY employee benefits including sick leave, vacation, step placement on the applicable COUNTY salary schedule, and the pensionability of their Flexible Benefits income. Salary step placement of sworn employees shall be within the salary range of the DISTRICT position assigned, but no less than the salary step that provides for the same salary or next higher salary as the sworn employee's CITY salary as defined in this Section VII, Subsection (C), paragraph 2. Subsequent salary step advances, if applicable, shall be one year from the last step advance with the CITY or in accordance with COUNTY policy, whichever is sooner. In the event that the sworn employee's CITY salary is higher than the top step of the COUNTY salary range, the sworn employee will be placed on the top step of that range, but shall be Y-rated in order to maintain the same level of base salary as

the employee had with the CITY.

A sworn CITY employee's Y- rate shall remain in effect until the regular salary including any bonuses exceeds the Y-rate amount. Should the sworn employee realize a salary reduction as a result of a voluntary assignment change and the salary returns to less than the Y-rated amount, the sworn employee's Y-rate shall be restored. Y-rated employees shall not be eligible for bonuses in addition to their Y-rated salary. Sworn employees who have accrued CITY service time in a non-sworn position shall have such non-sworn service time considered for purposes of determining COUNTY seniority date and benefits, but not salary step placement.

b) Non-sworn Employees - Except as provided in Section VII, Subsection (C), paragraphs (9) and (10), all continuous service time accrued as a non-sworn employee in the service of the CITY shall be considered for all purposes except for bidding rights for work and vacation schedules, and to determine the order of layoff or reduction. Salary placement of non-sworn employees shall be within the salary range of the DISTRICT position assigned, and at the salary step that provides for the same salary or next higher salary as the employee's CITY salary as of the commencement date of services through this Agreement. In the event that the employee's CITY salary is higher than the top step of the COUNTY salary range, the employee will be placed on the top step of that range, but shall be Y-rated so that no loss in pay occurs.

(3) **Taxes** - This Agreement does not exempt transferring CITY employees from applicable payroll taxes required of new employees, such as Health Insurance Tax (HIT).

(4) **Uniforms** - CITY issued uniforms and safety equipment that meet DISTRICT standards shall be transferred to the DISTRICT with the transferring employees. CITY uniforms will be supplemented by DISTRICT issued uniforms and/or safety equipment necessary to meet DISTRICT requirements. CITY shall assume all costs for supplementing uniforms and safety equipment that do not meet DISTRICT standards. Subsequent uniform issues will be as provided for in the current Memorandum of Understanding for the respective employee representation units entered into between the County of Los Angeles and the certified employee organizations, if applicable.

(5) **Personnel/Medical/Time Records** - As a condition of DISTRICT employment, CITY employees must consent to the transfer of complete original personnel and employment

medical records to DISTRICT. CITY will provide DISTRICT with complete and original personnel and employment medical records of all CITY personnel to be transferred pursuant to this Agreement, including any employee's complete original Workers' Compensation files, all claims for disability compensation, and all additional documentation related to open claims which remain on-going after the date of transfer of the CITY employees to the DISTRICT, which shall be the commencement date of services. In addition, CITY will provide DISTRICT with a minimum of one year's time records of "hours worked" prior to the commencement date of services for all CITY personnel to be transferred pursuant to this Agreement. Each transferring employee shall certify to DISTRICT the completeness of his/her personnel file.

(6) **Vacation Shifts/Days** - CITY shall pay to DISTRICT in the manner set forth in Section III, Subsection (P) herein for transferred vacation benefit shifts/days for transferring employees at CITY's salary rates in effect on the commencement date of service. CITY shall transfer in whole hours all vacation benefit shifts/days an employee is entitled to in CITY employment to a maximum of twenty (20) vacation days or ten (10) shifts, whichever is applicable. Vacation benefit shifts/days are outlined in Schedule 8 for sworn personnel and Schedule 11 for non-sworn personnel, which are attached hereto and made a part hereof. CITY salary rates for reimbursement to DISTRICT are defined in this Section VII, Subsection (C), paragraph (2).

Transferring CITY employees shall accrue vacation benefits each pay period. Pay periods are the 1st day of each month to the 15th day of that month, and the 16th day of each month to the last day of that month. The amount of vacation benefits accrued by each transferring CITY employee shall be based on the transferring employees' continuous service time as a sworn employee of the CITY. Transferring CITY employees may use their accrued vacation benefits during the pay period immediately following the pay period in which the benefits are accrued, notwithstanding the employees' assigned COUNTY seniority.

(7) **Sick Shifts/Days** - CITY shall pay to DISTRICT in the manner set forth in Section III, Subsection (P) herein for transferred sick benefit shifts/days for transferring employees at CITY's salary rates in effect on the commencement date of service. CITY shall transfer in whole hours all sick benefit shifts/days an employee is entitled to in CITY employment to a maximum

of twelve (12) sick days or six (6) shifts, whichever is applicable. Sick benefit shifts/days are outlined in Schedule 9 for sworn personnel and Schedule 12 for non-sworn personnel, which are attached hereto and made a part hereof. CITY salary rates for reimbursement to DISTRICT are defined in this Section VII, Subsection (C), paragraph (2).

(8) **Waiver of Accumulated Benefits** - DISTRICT shall not assume any responsibility for personnel benefits or CITY obligations accrued by CITY employees prior to the commencement date of services, except as expressly provided for in this Agreement. CITY shall provide a waiver for said accumulated benefits executed in favor of DISTRICT by each CITY employee as a condition of employment by DISTRICT. It is further understood that employees subject to this Agreement shall become eligible for vacation, sick, and holiday time while in DISTRICT service only as provided in DISTRICT Salary Resolution, Los Angeles County Salary Ordinance, or as designated in Section VII herein.

(9) **Los Angeles County Employees Retirement Association**

a) All sworn employees subject to this Agreement will, on the first day of the month following the date they are appointed to a position in the DISTRICT, become members of the Los Angeles County Employees Retirement Association (LACERA) Plan B for Safety Members or any other Safety Plan as permitted by the County Employees Retirement Law of 1937 (CERL).

b) All non-sworn employees subject to this Agreement will, on the first day of the month following the date they are appointed to a position in the DISTRICT, become members of one of the non-safety LACERA plans available at the time of the commencement date of service pursuant to the provisions of CERL.

c) Service performed by such sworn and non-sworn personnel while employees of the CITY shall not be credited as retirement service with LACERA, and except as provided in California Government Code Section 31836.1, shall not be counted for the purpose of discontinuing contributions after thirty (30) years of continuous service pursuant to Government Code Sections 31625.2 and 31664, and shall not be counted for the purpose of determining health insurance premiums charged to LACERA retirees.

(10) **Retirement from Public Employees Retirement System** - In the event a

transferring employee opts to retire from the Public Employees Retirement System (PERS) at any time while in the employment of the DISTRICT, such employee shall forfeit all of his/her continuous service time with the CITY, including all service time with the CITY Fire Department, for purposes of determining DISTRICT and COUNTY seniority and COUNTY employee benefits and step placement pursuant to Section VII, Subsection (A), paragraphs (8) and (10), and Section VII, Subsection (C), paragraph (2). The DISTRICT and COUNTY seniority date for any employee retiring from PERS pursuant to this paragraph (10) of Subsection (C) of Section VII shall immediately become the commencement date of services, any longevity bonus received by the employee which is based on continuous time with the CITY will be eliminated from the employee's salary, any Y-rated salary will be eliminated, and the employee's salary will be adjusted and based solely on the employee's DISTRICT rank and total time as an employee with the DISTRICT.

(11) **Workers' Compensation** - California Labor Code Sections shall govern Workers' Compensation benefits for all transferring CITY employees who sustain industrial injuries. Notwithstanding Section 5500.5 et seq. of the California Labor Code, CITY agrees to reimburse DISTRICT for DISTRICT's proportionate share of all medical, legal, administrative, and any other indemnity costs for which DISTRICT shall be liable for those industrial injuries apportionable in whole or in part to employees' employment with CITY. CITY's responsibility as provided for herein shall not be affected by any change in Federal or State Law.

CITY and DISTRICT shall cooperate in the ongoing management of any Workers' Compensation claims pending at or filed during the time CITY personnel are employed by DISTRICT by providing such information as is necessary for CITY and or DISTRICT to appropriately manage a Workers' Compensation claim filed by a DISTRICT employee previously employed by CITY. CITY shall notify DISTRICT of any temporary or permanent work restrictions imposed with respect to an employee who transfers from CITY employment to DISTRICT employment. DISTRICT shall notify CITY of any temporary or permanent work restrictions imposed with respect to an employee who has a pending Workers' Compensation claim involving CITY or who asserts a Workers' Compensation claim during employment with DISTRICT upon which CITY is potentially liable in whole or in part. CITY shall be responsible

for adjusting and paying all costs related to those claims which have been filed or are pending as of the effective date of this Agreement. This responsibility of CITY is subject to contribution from DISTRICT for any post-transfer injury or exacerbation of an existing injury already at issue in a pending Workers' Compensation claim involving CITY at the time of transfer.

(12) **Health Insurance** - CITY shall continue to provide the existing coverage of paid medical and dental insurance for all employees transferring to the DISTRICT for one (1) full calendar month after the commencement date of services or, for those employees on medical leave with the CITY on the commencement date of services, for at least one (1) full calendar month after the effective date of their blanketing into the DISTRICT. DISTRICT shall reimburse CITY as specified in Section III, Subsection (O).

(13) **Deferred Compensation Plans** - Pursuant to Section 6.02.040 of the Los Angeles County Code, CITY employees transferring to the DISTRICT shall be eligible for immediate participation in COUNTY employees' deferred compensation plans for which they may be eligible depending upon their transferred rank, unless such immediate eligibility is otherwise prohibited by Federal or California statute or regulation.

(14) **Marriage and Birth Certificates** – For purposes of completing the background investigations pursuant to Section VII, Subsection (C), paragraph (1) herein and for verification of eligibility of health insurance coverage, prior to the commencement date of service as determined by the DISTRICT, all transferring CITY employees will be required to provide copies of their marriage certificates and the birth certificates for themselves and all dependents who will be covered under their health insurance benefits.

(15) **Employee Payroll Deduction for PERS Obligation to CITY**

In order to assist the CITY with the implementation of and compliance with the Memorandum of Understanding between the CITY and the La Habra Fire Fighters Union, Local 1968, for contracting with the DISTRICT, and as a condition precedent to eligibility of employment with the DISTRICT pursuant to the provisions set forth herein, CITY must obtain and provide to the DISTRICT a written consent from each transferring uniformed sworn employee, in a form satisfactory to the DISTRICT, agreeing to provide a monthly payroll deduction to the CITY of up to 3% of such employee's DISTRICT salary. A consent form and

completed payroll deduction authorization form must be received by the DISTRICT from each such employee prior to the employee's transfer into DISTRICT service. Any such employee who fails to provide the appropriate documentation as provided for herein shall not transfer to the DISTRICT and shall remain a responsibility of the CITY.

The provisions as contained in this Subsection 15 of Section VII, Subsection (C) (Subsection 15) shall have no bearing whatsoever in the determination of the transferring CITY employees' DISTRICT salary step placement pursuant to Section VII, Subsection (C), paragraph (2) herein.

In the event a transferring CITY employee at any time during DISTRICT employment fails to adhere to the requirements as provided in this Subsection 15, such failure shall constitute cause for discharge of said employee if the DISTRICT, in its sole discretion, chooses to take disciplinary action. CITY shall indemnify DISTRICT pursuant to Section VI herein for any claims or lawsuits arising from this Subsection 15.

(16) **DISTRICT Employees' Rights** - The employment rights of existing DISTRICT employees shall not be impaired by this Agreement.

SECTION VIII. ENVIRONMENTAL QUALITY CONTROL

(A) DISTRICT shall be responsible to comply with the provisions of the California Environmental Quality Act of 1970 (CEQA), insofar as the same may apply to services to be performed by DISTRICT under this Agreement. DISTRICT agrees to hold CITY free and harmless from any and all claims, demands, or judgments arising out of DISTRICT's failure to comply with the provisions of CEQA, relative to the services to be performed by DISTRICT under this Agreement.

(B) Prior to the commencement date of services, CITY shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey and, if subsequently required, a Phase II Site Assessment on all CITY fire station facilities. All Site Assessments and related reports shall be reviewed, approved, and accepted by the DISTRICT.

(C) CITY shall, at its sole expense, mitigate and abate all environmental hazards at the existing CITY fire station sites (if any) prior to the commencement date of services and provide

evidence to the satisfaction of the DISTRICT that all recommended measures have been completed and that all applicable laws and requirements have been complied with. Any residual contamination or environmental damage from conditions on or adjacent to CITY fire stations which existed before the commencement date of services but which are discovered after the commencement date of services, shall be the responsibility of the CITY.

(D) DISTRICT shall, at its sole expense, mitigate and abate all environmental damage caused by DISTRICT or its agents at all CITY fire stations after the commencement date of services.

(E) Prior to occupancy of existing CITY fire stations by the DISTRICT, DISTRICT shall inspect all such facilities and identify all hazardous materials stored at those facilities for which CITY shall be responsible for removal. CITY shall remove all identified hazardous materials prior to DISTRICT occupancy of such facilities. If, after DISTRICT occupancy of existing CITY fire stations, stored hazardous materials are discovered by the DISTRICT which were not previously identified during the above inspection, CITY shall remove said materials within thirty (30) days after written notice by DISTRICT to CITY or DISTRICT may remove the materials and invoice CITY for the costs of removal. In the event such hazardous materials pose an immediate danger to human health or the environment as determined by the DISTRICT, such materials shall be removed immediately by CITY upon notification by DISTRICT to CITY.

SECTION IX. <u>HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND INVENTORY</u>

(A) Prior to the commencement date of services, CITY shall, by ordinance, designate DISTRICT to be the participating agency with the Orange County Health Care Agency for the Hazardous Materials Release Response Plan and Inventory, California Health and Safety Code Chapter 6.95, Sections 25500 – 25545, hereinafter referred to as "Program." DISTRICT shall be the participating agency for the Program during the term of this Agreement.

(B) Before the commencement date of service and as required by California Code of Regulations, Title 27, CITY shall notify the State of California Office of Emergency Services and the California Environmental Protection Agency of the designation of DISTRICT as the participating agency of the Program in the CITY.

(C) DISTRICT shall be authorized to charge and retain all fees collected in the administration of the Program as provided by State law.

(D) Upon the commencement date of services under this Agreement, Title 12 of the Los Angeles County Code including any subsequent amendments to such Code shall be enforced in the CITY.

SECTION X. <u>ADOPTION OF LOS ANGELES COUNTY FIRE CODE</u>

Pursuant to Los Angeles County Fire Code - Title 32, Sections 10000.1 and 10000.2, and California Health and Safety Code Section 13869, as may be subsequently amended, upon the commencement date of services under this Agreement, the County of Los Angeles Fire Code - Title 32, including any subsequent amendments to such code, shall be enforced in the CITY by the DISTRICT and the CITY. By ordinance, CITY shall adopt the County of Los Angeles Fire Code – Title 32 as of the commencement date of services. This ordinance will adopt all existing CITY amendments to the County of Los Angeles Fire Code – Title 32 as a separate attachment. The DISTRICT will enforce applicable amendments specific to the CITY. Where differences occur between the Los Angeles County Fire Code – Title 32 and the amendments adopted by the CITY, the CITY amendments will take precedence unless an impracticality of enforcement is determined by DISTRICT in its sole discretion, in which case DISTRICT and CITY shall work towards establishing a mutually agreeable resolution.

SECTION XI. <u>MODIFICATION OF SCHEDULES</u>

(A) With the exception of Schedules 2-A, 2-B, and 2-C, all schedules attached hereto and incorporated herein by reference will be subject to modification by mutual agreement of CITY MANAGER and DISTRICT FIRE CHIEF as needed after the date of approval of this Agreement by both parties.

(B) The staffing levels as indicated on Schedules 2-A, 2-B, and 2-C may be subject to modification by mutual agreement of CITY COUNCIL and DISTRICT FIRE CHIEF. Any such modification of staffing levels may cause an adjustment in the determination of the Annual Fee as specified in Section II, Subsection (L) herein.

SECTION XII. <u>FURTHER ACTIONS AND DOCUMENTS</u>

Upon the request of either party at any time, the other party shall promptly execute, with

acknowledgment or affidavit if reasonably required, and file or record such required documents and writings and shall take any actions as may be reasonably necessary or proper under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

SECTION XIII. <u>TERMINATION</u>

(A) Upon the effective date of termination of this Agreement, DISTRICT and CITY agree that:

(1) Notwithstanding Section V herein which sets forth the rights and obligations of DISTRICT and CITY with respect to the permanent fourth fire station, the leases on the existing CITY fire stations shall terminate and DISTRICT shall vacate the three existing CITY fire stations on the effective date of termination of this Agreement, except as provided for in a subsequent written agreement as may be entered into by CITY and DISTRICT.

(2) The DISTRICT shall return to CITY fire apparatus, vehicles and related fire apparatus equipment of a comparable type, condition, and age, in the quantity and type as described on Schedule 5 as of the commencement date of services.

(3) The DISTRICT shall return to CITY fire station equipment, furniture, tools, and furnishings of a comparable type and condition as of the commencement date of services, which are essential to the operation of the fire station facilities and are detailed in Schedule 6.

(4) As to any apparatus, vehicles, equipment, tools, furniture, furnishings, or other personal property for which a monetary or in-kind credit was given to the CITY upon the effective date of this Agreement, the DISTRICT will not be obligated in any manner to return comparable items to the CITY at the date of termination of this Agreement.

(5) CITY shall be under no obligation to re-employ any personnel who have been hired by DISTRICT as a result of this Agreement or to hire any DISTRICT personnel who may be affected by termination of this Agreement.

(B) Hazardous Materials and Environmental Quality.

(1) Prior to the effective date of termination, DISTRICT shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey (hereinafter referred to as "Phase I") and, if subsequently required, a Phase II Site Assessment (hereinafter referred to as "Phase II") on all existing CITY fire station facilities

leased to DISTRICT. The Phase I and Phase II, if applicable, shall be performed on the fourth fire station prior to the discontinuation of the DISTRICT's occupancy of the permanent fourth fire station pursuant to the provisions contained in Section V, Subsection (J) herein. The Site Assessments and related reports shall be reviewed by the CITY.

(2) DISTRICT shall, at its sole expense, mitigate and abate all environmental hazards (if any) caused, beginning on the commencement date of services and during the term of this Agreement and any extensions thereof, by the acts or omissions of DISTRICT or its employees or agents and provide evidence to the CITY that all recommended measures have been completed and that all applicable laws and requirements have been complied with. Any residual contamination or environmental damage from conditions on or adjacent to CITY fire stations which existed before the effective date of termination but which are discovered after that date, shall be the responsibility of the DISTRICT.

(3) Prior to re-occupancy of CITY fire stations by the CITY, CITY shall inspect all such facilities and identify all hazardous materials stored at those facilities for which DISTRICT shall be responsible for removal. DISTRICT shall remove all identified hazardous materials prior to CITY's re-occupancy of the facilities. If, after CITY re-occupancy of CITY fire stations, stored hazardous materials are discovered by the CITY which were not previously identified during the above inspection, DISTRICT shall remove said materials within thirty (30) days after written notice by CITY to DISTRICT or CITY may remove the materials and invoice DISTRICT for the costs of removal. In the event such hazardous materials pose an immediate danger to human health or the environment as determined by the CITY, such materials shall be removed immediately by DISTRICT upon written notification by CITY to DISTRICT.

(C) At the time of termination of this Agreement, DISTRICT and CITY agree to enter into separate and further agreements to address the specific details of termination not addressed in this Agreement.

SECTION XIV. <u>GOOD FAITH AND FAIR DEALING</u>

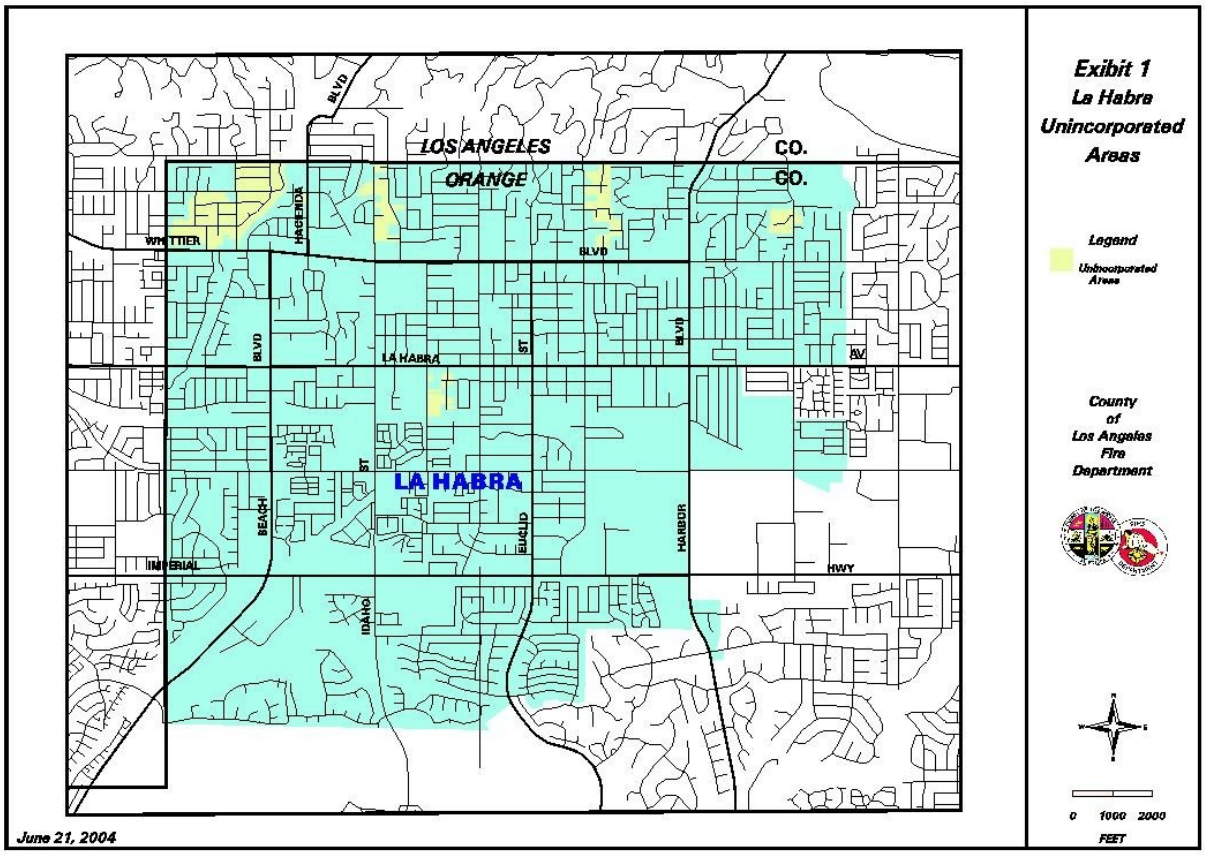
DISTRICT and CITY covenant and warrant to act in good faith and fair dealing regarding the performance, administration, and interpretation of this Agreement.

//

IN WITNESS WHEREOF, CITY, by unanimous vote of its City Council, has caused this Agreement to be executed by its Mayor and which execution has been attested to by its Clerk; pursuant to action by a majority vote of the Board of Supervisors, as governing body of the DISTRICT, the Chair has executed this Agreement on behalf of DISTRICT and which execution has been attested to by its Clerk.

CITY OF LA HABRA	**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
Mayor	Chair, Board of Supervisors
ATTEST:	ATTEST:
	VIOLET VARONA LUKENS, Executive Officer Clerk of the Board of Supervisors
City Clerk By	Deputy
(SEAL)	(SEAL)
APPROVED AS TO FORM	APPROVED AS TO FORM:
	RAYMOND G. FORTNER, JR. County Counsel
City Attorney By	Deputy

La Habra Agreement-Final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June 21, 2004

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 1

COMMENCEMENT DATE OF SERVICE

TO BE DETERMINED

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

F:La Habra:Schedule 1- La Habra.XLS

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 2-A
OPERATION BY DISTRICT WITH ESTIMATED 2004-05 ANNUAL FEE

Operations:

Station	Equipment	Post Positions (a)	Est. 2004-05 Resource Cost	Est. 2004-05 Net City Cost	
1	Paramedic Assessment Engine	3	$ 1,414,014	$ 1,027,179	(b)
	Paramedic Squad	2	$ 927,291	$ 630,558	(c)
2	Paramedic Assessment Engine	3	$ 1,465,614	$ 1,465,614	
3	Paramedic Assessment Engine	3	$ 1,465,614	$ 1,099,211	(d)
4	Paramedic Assessment Engine	4	$ 1,852,449	$ -	(e)

Fire Prevention:

Fire Fighter Specialist:			
Area Units	0.6		
Schools and Institutions	0.2		
Codes and Ordinances	0.1		
Land Development	0.1		
Total FFS Positions =	1.0	$ 129,019	$ 129,019
Fire Prevention Engineering Assistant II	0.2	$ 94,061	$ 18,812
Total Salary and Employee Benefits Cost			**$ 4,370,393**
Overhead @ 30.8475%			**$ 1,348,157**
ESTIMATED 2004-05 ANNUAL FEE			**$ 5,718,550**

(a) Three persons staff each post position through a 56-hour work week.
(b) District to fund 1 fire fighter post position. The paramedic bonus for the paramedic is included in the squad cost.
(c) The District shall fund 32% of the total staffing cost of this unit.
(d) District to fund 25% of the total staffing cost of this unit.
(e) District to fully fund this resource.

Agreed to and accepted by the undersigned representatives of the City and the District, who certify that they are duly authorized to agree to and accept this Schedule 2-A - Operation by District.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN	**BRAD BRIDENBECKER**
FIRE CHIEF	**CITY MANAGER**
DATE	**DATE**

F:\La Habra:Schedule 2-A.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 2-B
OPERATION BY DISTRICT WITH ESTIMATED 2004-05 ANNUAL FEE

Operations:

Station	Equipment	Post Positions (a)	Est. 2004-05 Resource Cost	Est. 2004-05 Net City Cost	
1	Paramedic Assessment Engine	3	$ 1,414,014	$ 1,027,179	(b)
	Paramedic Squad	2	$ 927,291	$ 630,558	(c)
2	Paramedic Assessment Engine	3	$ 1,465,614	$ 1,465,614	
3	Paramedic Assessment Engine	3	$ 1,465,614	$ 732,807	(d)
4	Paramedic Assessment Engine	4	$ 1,852,449	$ -	(e)

Fire Prevention:

Fire Fighter Specialist:				
	Area Units	0.6		
	Schools and Institutions	0.2		
	Codes and Ordinances	0.1		
	Land Development	0.1		
	Total FFS Positions =	1.0	$ 129,019	$ 129,019
Fire Prevention Engineering Assistant II		0.2	$ 94,061	$ 18,812
	Total Salary and Employee Benefits Cost			**$ 4,003,989**
	Overhead @ 30.8475%			**$ 1,235,131**
	ESTIMATED 2004-05 ANNUAL FEE			**$ 5,239,120**

(a) Three persons staff each post position through a 56-hour work week.

(b) District to fund 1 fire fighter post position. The paramedic bonus for the paramedic is included in the squad cost.

(c) The District shall fund 32% of the total staffing cost of this unit.

(d) District to fund 50% of the total staffing cost of this unit.

(e) District to fully fund this resource.

Agreed to and accepted by the undersigned representatives of the City and the District, who certify that they are duly authorized to agree to and accept this Schedule 2-B - Operation by District.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN	**BRAD BRIDENBECKER**
FIRE CHIEF	**CITY MANAGER**
DATE	**DATE**

F:\La Habra:Schedule 2-B.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 2-C
OPERATION BY DISTRICT WITH ESTIMATED 2004-05 ANNUAL FEE

Operations:

Station	Equipment	Post Positions (a)	Est. 2004-05 Resource Cost	Est. 2004-05 Net City Cost	
1	Paramedic Assessment Engine	3	$ 1,414,014	$ 1,027,179	(l
	Paramedic Squad	2	$ 927,291	$ 630,558	(
2	Paramedic Assessment Engine	3	$ 1,465,614	$ 1,465,614	
3	Paramedic Assessment Engine	3	$ 1,465,614	$ 366,404	(
4	Paramedic Assessment Engine	4	$ 1,852,449	$ -	(

Fire Prevention:

Fire Fighter Specialist:				
	Area Units	0.6		
	Schools and Institutions	0.2		
	Codes and Ordinances	0.1		
	Land Development	0.1		
	Total FFS Positions =	1.0	$ 129,019	$ 129,019
Fire Prevention Engineering Assistant II		0.2	$ 94,061	$ 18,812
	Total Salary and Employee Benefits Cost			**$ 3,637,586**
	Overhead @ 30.8475%			**$ 1,122,104**
	ESTIMATED 2004-05 ANNUAL FEE			**$ 4,759,690**

(a) Three persons staff each post position through a 56-hour work week.

(b) District to fund 1 fire fighter post position. The paramedic bonus for the paramedic is included in the squad cost.

(c) The District shall fund 32% of the total staffing cost of this unit.

(d) The District shall fund 75% of the total staffing cost of this unit.

(e) District to fully fund this resource.

Agreed to and accepted by the undersigned representatives of the City and the District, who certify that they are duly authorized to agree to and accept this Schedule 2-C - Operation by District.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

F:\La Habra:Schedule 2- C.xls

CITY OF LA HABRA – AGREEMENT FOR SERVICES

S C H E D U L E 3-A

FIRE STATION FACILITIES TO BE OCCUPIED BY DISTRICT

Fire Station 1	**850 W. La Habra Blvd.** **La Habra, CA 90631**
Fire Station 2	**520 S. Harbor Blvd.** **La Habra, CA 90631**
Fire Station 3	**1000 Risner Way** **La Habra, CA 90631**

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

F:Laa Habra:Schedule 3-A – La Habra.doc

CITY OF LA HABRA – AGREEMENT FOR SERVICES

S C H E D U L E 3-B

FIRE STATION FACILITIES TO BE OCCUPIED BY DISTRICT

Fire Station 1	**850 W. La Habra Blvd. La Habra, CA 90631**
Fire Station 2	**520 S. Harbor Blvd. La Habra, CA 90631**
Fire Station 3	**1000 Risner Way La Habra, CA 90631**
Fire Station 4	**To be determined**

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	**BRAD BRIDENBECKER CITY MANAGER**
DATE	**DATE**

F:Laa Habra:Schedule 3-B – La Habra.doc

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT
SCHEDULE 4
CONVERSION COSTS

FACILITIES:	Station 1	Station 2	Station 3
Signage	$3,000	$3,000	$3,000
Electrical/Communications	$15,000	$15,000	$15,000
Map Boards	$4,000	$4,000	$4,000
Locks	$3,000	$1,500	$2,500
Interior Paint	$8,000	$5,000	$10,000
Privacy and Access - Bathroom	$3,000	----------	----------
Privacy and Access - Dorm	$5,000	----------	----------
02 Transfill	$2,000	----------	----------
Fire Pole Mats	$750	----------	----------
Miscellaneous Repairs	$500	$500	$500
Dry Erase Boards (@ $591 ea)	$1,182	$1,182	$1,182
Mattresses (@ $76.50 ea)	$383	$230	$230
Box Springs (@ $78.50ea)	$393	$236	$236
Life Fitness Recumbent Bike	----------	$2,275	$2,275
Station Totals	$46,207	$32,922	$38,922

FACILITIES TOTAL **118,051**

COMMUNICATIONS:	Station 1	Station 2	Station 3
Station telephone system replacement	$9,000	$7,800	$8,100
Station 9-1-1 Emergency Call Boxes & instructic	$450	$450	$450
Telephone Lines	$75	$75	$75
SCUs	$41,922	$41,922	$41,922
Mobile Data Terminals (1 per vehicle)	$16,000	$8,000	$8,000
VHF Mobile Radios (1 per vehicle)	$2,400	$1,200	$1,200
UHF Mobile radios (1 per vehicle)	$2,400	$1,200	$1,200
Analyzer Charger (1 per station)	$2,700	$2,700	$2,700
VHF hand held radio (1 per Post position)	$6,170	$3,702	$3,702
UHF hand held radio (1 per vehicle)	$2,440	$1,220	$1,220
Astro-Saber PM radio (1 per squad)	$2,400	----------	----------
Headset System (1 per vehicle)	$1,698	$849	$849
Headsets (1 per Post position)	$1,395	$837	$837
Station Totals	$89,050	$69,955	$70,255

COMMUNICATIONS TOTAL **$229,260**

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 4
CONVERSION COSTS

VEHICLES:

Engine 1 - Unit #1294

Repairs - Preventive maintenance inspection, power steering pump leak, coolant leak, racor fuel filter leak, exhaust leak at turbo piping, engine compartment insulation damage, fire commander pressure control, engineer panel side board, cap amp meter face, engineer panel toggle switch covers, water tank lids, cab tilt, front bumper oscillator wire, and mirror mounts on driver's doors; steam clean engine and chassis; clean electrical grounds; replace engine oil filter and rear tires; paint cab roof

Outfitting - Install MDT, radios, PA system, dash fans, capt. clip board, door pockets, rubbish hook, map box, flat head axe, glove holder, brackets, WYE pegs, hard suction trays, stinger box, compartment shelves, extinguishers, number plates, battery charger, wire plug, engine heater and wire, 4" discharge plumbing and rear mini light bars; lower seats; rework capt. seat to non B/A; relocate foam pump and strainer; move shore plug; replace decals and striping, 3" monitor nipple, and hose bed latch

	Engine 1 Parts and Materials Cost		$12,427

Engine 3 - Unit #1297

Repairs - Major preventive maintenance service, repack pump, engine crank, steering gear box fluid leak, air system contamination, discharge gates, drain and primer valves leaks, aerial pump panel and tip controls, heater fan, fire commander pressure control, front suction air actuator, aerial discharge valve, transfer valve, engineer panel and tailboard ground step tracks; replace engine oil, and all filters, alternator, missing screws from pump access panel, steering column bearings, engine compartment insulation, drag link joint, U joint and yoke at pump trans input shaft; reseal right front hub; paint cab roof; upholster seats; repack pump

Outfitting - Install engine heater, number plates, brackets, MDT and stand, map box, radios, PA system, battery charger and wire plug, captains clipboard, shelves, stinger box, back up buzzers, hard suction trays, mini light bars, 4" discharge plumbing, extinguishers; replace decals and striping

	Engine 3 Parts and Materials Cost		$12,878

Engine 5 - Unit #1298

Repairs: Preventive maintenance inspection, engine oil leak, engine smoke, engine squeal, right rear marker light, right rear tailboard mount, misc. sticking discharge and drain valves, plumbing leak; replace alternator, monitor stainless stand-pipe, engine oil and all filters; rebuild transfer valve; repack pump; install batteries; fabricate battery tray; paint cab roof; upholster right jump seat

Outfitting: Install head light flasher, battery charger and wire plug, number plates, map box, HT holders, MDT, radios, PA system, headset systems, clipboard holder, brackets, shelves, compartment dividers, extensions to hose bed and dividers, hard suction trays, fire extinguishers, spanner mounts, 3" nipple for monitor, mini light bars, 4" discharge plumbing, and 2-1/2" hosebed discharge crosslay plumbing; replace decals and striping

	Engine 5 Parts and Materials Cost		$9,392

New Paramedic Squad

New Paramedic Rescue Squad Cost		$47,000	
New Squad Outfitting Cost	Materials/Parts	$1,000	
	New Paramedic Squad Cost		$48,000

Unit 1101 - 1997 Crown Victoria

Safety inspection; replace all tires and decals		$1,170
	VEHICLES TOTAL	**$83,867**

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT
SCHEDULE 4
CONVERSION COSTS

COMPUTER SYSTEMS:		Station 1	Station 2	Station 3
Hewlett Packard Vectra VL420		$2,298.00	$1,149.00	$1,149.00
Samsung 17" 763MB Monitor		$400.00	$200.00	$200.00
HPLJ 1200 Printer		$371.00	$371.00	$371.00
HPLJ 2200D Printer (Squad)		$743.00	----------	----------
Belkin 10' Printer Cable		$26.00	$13.00	$13.00
Curtis surge Strip		$11.54	$5.77	$5.77
Power Director		$33.59	----------	----------
	Station Totals	$3,883.13	$1,738.77	$1,738.77

COMPUTER SYSTEMS TOTAL **$7,361**

MEDICAL EQUIPMENT:	Unit Cost	Engine	Engine	Engine	Squad
LSP 270 Oxygen Regulator	$150.00	$150.00	$150.00	$150.00	$150.00
ALS Defibrillator	$14,000.00	$14,000.00	$14,000.00	$14,000.00	$14,000.00
Jumbo Oxygen Cylinder	$85.00	$170.00	$170.00	$170.00	$340.00
Kenwood radio-handheld	$1,000.00	----------	----------	----------	$1,000.00
Sscort Suction Unit	$450.00	$450.00	----------	----------	----------
Trauma Box	$215.00	----------	----------	----------	$430.00
Paramedic Drug Box	$53.00	$53.00	$53.00	$53.00	----------
MCI Kit	$800.00	----------	----------	----------	$800.00
Sager Splint (Adult)	$273.18	$273.18	$273.18	$273.18	$273.18
Sager Splint (Peds)	$205.00	$205.00	$205.00	$205.00	$205.00
Cellular Telephone	$250.00	----------	----------	----------	$250.00
	Unit Totals	$15,301.18	$14,851.18	$14,851.18	$17,448.18

MEDICAL EQUIPMENT TOTAL **$62,452**

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 4

CONVERSION COSTS

FIRE EQUIPMENT:	Unit Cost	Engine	Engine	Engine	Squad
AHB Kits	$12.65	$12.65	$12.65	$12.65	$12.65
Axe Belt	$59.00	$118.00	$59.00	$236.00	$118.00
Breathing App: Survivair Sigma Mask/PALS	$2,065.00	$8,260.00	$8,260.00	$8,260.00	$4,130.00
BA Cylinders - spare	$392.70	$1,570.80	$1,570.80	$1,570.80	--
Block: chock	$43.50	--	--	--	$43.50
Cab Items (Keys, Thomas Guides, etc.)	$150.00	$150.00	$150.00	$150.00	$150.00
Clamp: Hose-4" capacity	$279.00	--	$279.00	$279.00	--
Cover: Salvage 12'x18'	$139.00	--	--	$278.00	--
Canteen: 4 Qt.	$13.50	$27.00	$27.00	$27.00	--
Eductor	$535.00	$535.00	$535.00	$535.00	--
Hall Runner 3'x20'	$49.00	$98.00	$98.00	$98.00	--
Hose: 1-3/4"x50' high rise orange		$165.28	$165.28	$165.28	--
Hose: 2-1/2" Soft Suction x 20'	$54.18	--	--	$54.18	--
Hose: Hard Suction w/ Strainer	$300.00	$600.00	$600.00	$600.00	--
Jack: Hydraulic: 20 ton with handle	$140.00	$140.00	--	--	--
Mallet: Rubber	$28.90	$57.80	--	$57.80	--
Monitor: Co-MSA "Mini Co"	$484.00	--	--	--	$484.00
Nozzle: "KK" Bubblecup w/ shutoff	$337.50	$675.00	$675.00	$675.00	--
Nozzle: Breakapart straight bore-handline	$194.40	$388.80	$388.80	$388.80	--
Nozzle: Breakapart straight bore-master	$328.00	--	$328.00	$328.00	--
Nozzle: Foam -TFT MX-D	$363.75	$363.75	$363.75	$363.75	--
Pliers: Craftsman 16" channel locks	$33.00	$33.00	$33.00	--	--
Pole: Pike or Ceiling - Nupla 4'	$77.50	--	--	--	$77.50
Rescue Tool: Amkus	$16,128.00	--	--	--	$16,128.00
Rope: Drop Bags-85'x3/8"	$60.00	$240.00	$240.00	$240.00	--
Shutoff: 1-1/2"	$237.00	$948.00	$948.00	$948.00	--
Shutoff: 2-1/2" D Handle Trident	$406.20	$2,031.00	$2,031.00	$2,031.00	--
Valve: Hydroassist for 4" hose	$888.00	--	$888.00	$888.00	--
Valve: Keystone w/ 4" female outlet	$861.00	--	$861.00	$1,722.00	--
Wrench: Suction spanner 2-1/2" to 6"	$54.60	$109.20	$109.20	$109.20	--
Wrench: 5 hole spanner	$13.65	--	$68.25	$54.60	--
Wrench: Pipe 24"	$43.39	$43.39	$43.39	$43.39	--
Wye:(1)2-1/2"NSF x (2) 1-1/2" NSM brass	$245.00	$245.00	$245.00	$245.00	--
Wye:(1)2-1/2" NSF x (2)2-1/2" NSM pyrolite	$756.00	$756.00	$756.00	$756.00	--
Wye:(1)2-1/2"NSF x (2)1-1/2"NSM x (1)2-1/2" NSM-Gated "Brass Water Thief"	$1,323.00	$1,323.00	$1,323.00	$1,323.00	--

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT
SCHEDULE 4
CONVERSION COSTS

FIRE EQUIPMENT (Cont.)	Unit Cost	Engine	Engine	Engine	Squad
Wildland Equipment					
Belt-Harness-Pack	$25.00	$100.00	$100.00	$100.00	$50.00
Canteen w/ cover	$5.00	$20.00	$20.00	$20.00	$10.00
Clamp: Hose 1-1/2" to 1"	$17.64	$70.56	$70.56	$70.56	$35.28
Fitting: 1" IPF x 1"NSM-Wildland	$8.75	$35.00	$35.00	$35.00	$17.50
Fitting: 1"NSF x 1" IPM-Wildland	$12.76	$51.04	$51.04	$51.04	$25.52
Fitting: 1"IPF x 1-1/2"NSM-Wildland	$7.50	$30.00	$30.00	$30.00	$15.00
Fitting: 1-1/2"NSF x 1"IPM-Wildland	$13.86	$55.44	$55.44	$55.44	$27.72
Hose: 1" Single jacket,	$261.68	$261.68	--	$261.68	--
Hose: 1-1/2" Single jacket	$1,069.28	--	--	$1,069.28	--
Nozzle: 1" IP Barrel Nozzle	$22.37	$89.48	$89.48	$89.48	$44.74
Shelter: Wildland complete	$50.43	$201.72	$201.72	$201.72	$100.86
Tee: Wildland 1-1/2"	$18.84	--	$75.36	$75.36	$37.68
Swiftwater Equipment					
Swiftwater equipment bag	$18.00	$18.00	$18.00	$18.00	$18.00
Helmet: Water rescue-yellow	$27.78	$55.56	$55.56	$55.56	$55.56
Jacket: Flotation Dev-Type III w/whistle	$51.50	$103.00	$103.00	$103.00	$103.00
Throwbag: s/w 70'x3/8"	$33.13	$66.26	$66.26	$66.26	$66.26
Apparatus Totals		$20,048.41	$22,029.54	$24,741.83	$21,750.77
Trade-in value for 3 Hurst Extrication Systems					($2,100.00)
FIRE EQUIPMENT TOTAL					**$86,471**

Costs are as of May 2002

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 4

CONVERSION COSTS

PERS. PROTECTIVE EQUIP:	Quantity	Item Cost	Total Cost
Turnout Coats	34	$437.75	$14,884
Turnout Pants	34	$305.00	$10,370
Brush Coat	34	$89.55	$3,045
Helmets	34	$98.90	$3,363
Helmet Shield	34	$5.00	$170
Nomex Hood	34	$26.40	$898
Brush Gloves	34	$14.35	$488
Flashlight	34	$14.75	$502
Hose Straps	34	$10.00	$340
Wildland t-shirts (2 each)	68	$5.50	$374
Bee Hood	34	$8.00	$272
Vest	34	$249.95	$8,498
		Personal Protective Equipment Total	$43,202
STATION UNIFORMS:			
Station Shirts (2 each)	68	$59.50	$4,046
Jacket	34	$99.95	$3,398
Leather Boots (need 1 add'l pair each)	34	$115.70	$3,934
Belts	34	$12.00	$408
Belt Buckles	34	$8.00	$272
Name Tags (2 each)	68	$4.95	$337
Tie	34	$3.50	$119
Soft Hat	34	$69.50	$2,363
		Station Uniforms Total	$14,877
PPE AND STATION UNIFORMS TOTAL			**$58,079**

MISCELLANEOUS:

	Cost Each*
Knox Systems Retrofit -	$15
* Estimated cost. Does not include any labor costs associated with installation.	
Actual cost subject to verification from the Knox Co.	$3,630
Deferred Equipment Maintenance -	
(To be completed prior to commencement of service)	
Misc. Total	**$3,630**

Costs are as of May 2002

CITY OF LA HABRA - DISTRICT ANNEXATION AGREEMENT
SCHEDULE 4
CONVERSION COSTS

SUMMARY

Facilities	$118,051
Communications	$229,260
Vehicles	$83,867
Computers	$7,361
Fire Equipment	$86,471
PPE & Uniforms	$58,079
Medical Equipment	$62,452
Misc.	$3,630
Subtotal	**$649,171**
Credit for City vehicles	**($50,000)** *
Total Conversion Costs	**$599,171**

(Potential credit to be given for 800 MHZ HTs that CFPD may desire to purchase - Amount to be negotiated)

* Approximate amount. Actual amount to be determined.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN	**BRAD BRIDENBECKER**
FIRE CHIEF	**CITY MANAGER**
DATE	**DATE**

CITY OF LA HABRA – AGREEMENT FOR SERVICES
SCHEDULE 5
VEHICLES, FIRE APPARATUS, AND RELATED EQUIPMENT

A. VEHICLES

MAKE	MODEL	YEAR	CITY VEHICLE #	PLATE #	VIN #
Chevrolet	Suburban	1995	BN-1 #1145	E019069	1GNGC26K5SJ351789
Ford	Sedan	1997	Staff # 1101	E990807	2FALP71W2X143790
Ford	Pickup	1999	Utility #1102	1005500	1FTSW30S7XEB70377
Chevrolet	Pickup	1999	Utility #1103	1011697	1GCGC33J2XF090867
Chevrolet	Astro Van	1998	Emer. Svc #1502	1005848	1GNDM19W4WB168666

B. FIRE APPARATUS

MAKE	MODEL	YEAR	CITY VEHICLE #	PLATE #	VIN #
KME	Pumper	1999	E-1 #1294	1015412	1K9AF4285XN058946
KME	Telesquirt	1989	E-3 #1297	E277176	1K9AF4284KN058218
Spartan	Pumper	1992	E-5 #1298	E356300	4S7TT9LOSNC005369

C. RELATED FIRE EQUIPMENT

All equipment assigned to the units within the City as detailed below was transferred from the inventory on the City's fleet.

ENGINE 1

QUANTITY	DESCRIPTION

ENGINE 3

QUANTITY	DESCRIPTION

ENGINE 5

QUANTITY	DESCRIPTION

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

BRAD BRIDENBECKER
CITY MANAGER

DATE

DATE

CITY OF LA HABRA – AGREEMENT FOR SERVICES

SCHEDULE 6

FIRE STATIONS EQUIPMENT, FURNITURE, AND FURNISHINGS

4/16/02

La Habra Fire Department
Equipment, Furniture and Furnishings

LHFD Station 1
850 W. La Habra Blvd
La Habra, CA. 90631

Owner	Item	Make	Model#	Location	Condition	Age
City	Stapler	Swingline		BC 2 Office	Excellent	2
City	3-hole punch			BC 2 Office	Fair	10
City	2-hole punch	Acco		BC 2 Office	Good	10
City	Pencil Sharpener	Panasonic		BC 2 Office	Good	5
City	Calculator	Casio	FR-2650A	BC 2 Office	Excellent	3
City	Computer/Monitor	HP	Vectra	BC 2 Office	Good	10
City	Desk (1 Drawer)	McDowell&Craig		BC 2 Office	Good	20
City	Desk (Multi-Drawer)	McDowell&Craig		BC 2 Office	Good	20
City	Oak Credenza, Lockable			BC 2 Office	Good	10
City	2 Office Chairs			BC 2 Office	Good	10
City	Table (folding)			BC 2 Office	Good	20
City	Brn. Oak Bookcase			BC 2 Office	Excellent	5
City	File Cabin 4 drawer	Devon	LH#3183	BC 2 Office	Good	20
City	Bulletin Board			BC 2 Office	Good	20
City	Multi-plug GFI			BC 2 Office	Good	5
City	13" TV/VCR	Magnavox		BC 2 Office	Good	5
City	Scotch Tape Dispenser			BC 2 Office	Good	5
City	2 Plastic File Trays			BC 2 Office	Good	5
City	Plastic Trash Can			BC 2 Office	Good	2
City	Plastic Wall Clock			BC 2 Office	Excellent	1
City	Telephone	Panasonic	Hybrid	BC 2 Office	Good	5
City	32" TV (Color)	Panasonic		BC Dorm	Good	8
City	VCR	Toshiba	LH#94-64	BC Dorm	Good	8
City	Wood Wall Clock			BC Dorm	Excellent	3
City	Antique Fire Picture			BC Dorm	Good	20
City	Plastic Trash Can			BC Dorm	Good	5
City	Recliner/Brn. Cloth	May Co.		BC Dorm	Excellent	1
City	2 Mattress/Box Sprn	Custom Comfort		BC Dorm	Good	5
City	2 Bed Frame (wood)			BC Dorm	Fair	15
City	Blk. TV Stand			BC Dorm	Good	8

City		Oak Coffee Table					BC Dorm		Good		8
City		1 Case Gatorade					BC Dorm		Excellent		1
City		1 Case MRE's					BC Dorm		Excellent		1
City		10 Various ICS vests					BC Dorm		Good		10
City		Telephone	Panasonic		Hybrid		BC Dorm		Good		5
City		Nightlight (Engine)					BC Dorm		Good		10
City		Alarm Clock	Spartus				BC Dorm		Fair		10
City		Phone Pad(plastic)					BC Dorm		Good		10
City		X-Mas Lights (FD)					BC Dorm		Good		10
City		Multi-plug GFI					BC Dorm		Good		10
City		File Cabinet (4 drawer) 5			LH#3260, 3181		H.M. Office		Fair		20
City		Metal Book Shelf					H.M. Office		Fair		20
City		Desk (Multi-Drawer)			LH#3179		H.M. Office		Fair		20
City		Oak Bookshelf					H.M. Office		Good		10
City		Rolodex					H.M. Office		Fair		20
City		Folding Tables (2)					H.M. Office		Good		10
City		Actar CPR Dummies	(2) bags				H.M. Office		Good		5
City		Rescui-An Dummies	(3) bags				H.M. Office		Good		5
City		Office Cha (non-rolling)					H.M. Office		Fair		20
City		Office Chairs (2)					H.M. Office		Fair		15
City		Multi-plug GFI					H.M. Office		Good		10
City		Printer	Apple				H.M. Office		Fair		10
City		Scanner	Apple				H.M. Office		Fair		10
City		Chairs (old table set)					H.M. Office		Poor		20
City		Airway Trainer	Laderal				H.M. Office		Excellent		1
City		File Trays (5) multi					H.M. Office		Good		15
City		Projector Screen					H.M. Office		Good		15
City		Metal Storage Rack					H.M. Office		Excellent		2
City		Boxes White Paper (4)					H.M. Office		Excellent		1
City		HazMat FRO IAFF Program VHS					H.M. Office		Fair		12
City		CSTI HazMat FRO Manuals (12)					H.M. Office		Excellent		1
City		Calculator	Victor				H.M. Office		Poor		20
City		"Fire" Traffic Vests					H.M. Office		Excellent		2
City		Wood Clipboards					H.M. Office		Good		5
City		Scotch Tape Dispenser					H.M. Office		Good		10
City		Bookshelf					BC 3 Office		Good		5
City		Bookshelf					BC 3 Office		Good		5

City		Dryerase board					BC 3 Office	Good		5
City		Table (folding)					BC 3 Office	Fair		10
City		Desk (Multi-Drawer)					BC 3 Office	Fair		20
City		Office Chair (red)					BC 3 Office	Fair		10
City		Office Chairs (2)					BC 3 Office	Good		5
City		Book Shelf					BC 3 Office	Fair		15
City		Printer Table					BC 3 Office	Good		3
City		File Cabinets (Multi Drawer) 2					BC 3 Office	Good		20
City		Computer/Monitor	HP				BC 3 Office	Good		3
City		2-hole punch					BC 3 Office	Fair		20
City		Dryerase board					BC 3 Office	Fair		10
City		Wall Clock (wood)					BC 3 Office	Good		3
City		P-Touch	Brother				BC 3 Office	Excellent		3
City		3-hole punch (2)					BC 3 Office	Good		10
City		Stapler					BC 3 Office	Fair		15
City		13" TV/VCR	Magnavox				BC 3 Office	Good		5
City		Office Supplies					BC 3 Office Closet	Excellent		1
City		Wall unit	Oak				Capt. Office	Good		10
City		File Cabinet Multi Drawer			LH#3182		Capt. Office	Fair		20
City		File Cabinet Multi Drawer					Capt. Office	Fair		20
City		File Cabinet Multi Drawer			LH#3216		Capt. Office	Fair		20
City		File Cabinet Multi Drawer					Capt. Office	Fair		20
City		File Cabinet Multi Drawer					Capt. Office	Fair		20
City		Desk	Steelcase		LH#3266		Capt. Office	Fair		
City		Desk	Steelcase		LH#3254		Capt. Office	Fair		20
City		Desk	Steelcase		LH#3263		Capt. Office	Fair		20
City		Desk	Steelcase		LH#3176		Capt. Office	Fair		20
City		Desk Chair					Capt. Office	Good		5
City		Desk Chair					Capt. Office	Good		5
City		Desk Chair					Capt. Office	Good		5
City		Calculator	Casio		FR-2650A		Capt. Office	Good		5
City		Computer/Monitor	HP		Vectra		Capt. Office	Good		5
City		Computer/Monitor	HP		Vectra		Capt. Office	Good		1
City		Paper Shredder	GBC Shred				Capt. Office	Fair		5
City		Pencil Sharpener	Panasonic				Capt. Office	Good		5
City		2-Hole punch (2)					Capt. Office	Good		5
City		Scotch Tape Dispenser (2)					Capt. Office	Good		8

City		Rolodex						Capt. Office		Good		10
City		3-Hole Punch		Mutual 20				Capt. Office		Good		5
City		Staplers (3)						Capt. Office		Good		10
City		File Cabinet		McDowell & Craig		LH#3277		Capt. Office		Fair		20
Union		Cordless Phone		ATT				Capt. Office		Good		1
City		Copy Machine		Canon				Copy Room		Good		5
City		Printer		HP				Copy Room		Good		2
City		Fax		HP				Copy Room		Good		2
City		Coffee Maker		Bunn				Copy Room		Good		5
City		Printer Switch		Intel				Copy Room		Good		5
City		Small Refer		Sanyo				Copy Room		Good		5
City		Dry Erase Board		Office Max				Prev. Closet		Good		1
City		Easel						Prev. Closet		Good		1
City		American Flag (2)						Prev. Closet		Good		New
City		California Flag (2)						Prev. Closet		Good		New
City		VHS Camera		Panasonic				Hallway Closet		Good		10
City		Tripod		Bofen				Hallway Closet		Good		10
City		Chalk Boards (2)		Chalkpack Sandisk				Hallway Closet		Good		10
City		Metal Wall Cabinet		Sandusky				BC 1 Office		Good		10
City		T.V.		GE				BC 1 Office		Good		2
City		Wood Book Cabinet						BC 1 Office		Fair		20
City		Desk (Multi-Drawer)		McDowell & Craig		LH#2192		BC 1 Office		Good		20
City		Desk (Multi-Drawer)						BC 1 Office		Good		20
City		Calculator		Casio FR2650				BC 1 Office		Good		5
City		Pencil Sharpener		Panasonic				BC 1 Office		Good		5
City		Scotch Tape Dispenser						BC 1 Office		Good		5
City		Stapler		Swingline				BC 1 Office		Good		5
City		2- Hole Punch		Acco				BC 1 Office		Good		3
City		3-Hole Punch		Acco				BC 1 Office		Good		3
City		Office Chairs (3)						BC 1 Office		Good		5
City		Mattress and Box Springs (13)						Dorm		Good		8
City		Wood Bed Frames (13)						Dorm		Fair		15
City		30" TV		Sony				Dorm		Good		6
City		Weight Machine		Maximus Fitness				Dorm		Good		10
Union		Treadmill		Pro-Form				Dorm		Poor		3
Union		Exercise Bike		Schwinn				Dorm		Good		2
Union		Free Weight Dumbells						Dorm		Fair		10

Union		Ab-flex						Dorm		Good		2
Union		Forks (23)						Kitchen		Good		5
Union		Butter Knives (20)						Kitchen		Good		5
City		Large Spoons (12)						Kitchen		Good		5
City		Small Spoons (22)						Kitchen		Good		5
City		Steak Knives (10)						Kitchen		Good		5
City		Can Opener						Kitchen		Good		5
City		Bottle Opener						Kitchen		Good		5
City		Serving Spoons (4)						Kitchen		Good		5
City		Tongs (3)						Kitchen		Good		5
City		Laddles (3)						Kitchen		Good		5
City		Carving Knives (6)						Kitchen		Good		5
City		Spatulas (3)						Kitchen		Good		5
City		Metal Skewers (8)						Kitchen		Good		5
City		Metal Whisks (2)						Kitchen		Good		5
City		Skillets (4)						Kitchen		Good		5
City		Wok						Kitchen		Good		5
City		Large Plates (10)						Kitchen		Good		5
City		Small Plates (20)						Kitchen		Good		5
City		Soup Bowl (8)						Kitchen		Good		5
City		Coffee Mugs (15)						Kitchen		Good		5
City		Sauce Pans (5)						Kitchen		Good		5
City		Drinking Glasses (10)						Kitchen		Good		5
City		Rice Maker						Kitchen		Good		5
City		Measuring Cups (4)						Kitchen		Good		5
City		Blender						Kitchen		Good		5
City		Baking Sheets (2)						Kitchen		Good		5
City		Cup Cake Pan						Kitchen		Good		5
City		Casserole Trays (4)						Kitchen		Good		5
City		Mixing Bowls (4)						Kitchen		Good		5
City		Calendar (2)						Kitchen		Good		5
City		Coffee Pots (3)						Kitchen		Good		5
City		Kitchen Table	MC Dowell Craig					Kitchen		Good		5
City		Kitchen Chairs (10)						Kitchen		Good		5
City		Wood Island						Kitchen		Good		5
City		Chair With Wheels						Kitchen		Good		5
City		Plastic Trash Cans (2)						Kitchen		Good		5

City		Refrigerator	GE		Monogram		Kitchen		Good	2
City		Microwave	GE		Turntable		Kitchen		Good	2
City		Oven/Range Top	Viking		Professional		Kitchen		Good	2
City		Dishwasher	Asko		D1876		Kitchen		Good	1
City		Coffee Maker	Bunn		Pouromatic		Kitchen		Good	2
City		Toaster	Procter				Kitchen		Fair	2
City		Recliners (5)	LazyBoy				Dayroom		Good	5
City		Table with lamp	Wood				Dayroom		Fair	10
City		VCR	Magnavox 4 Head				Dayroom		Good	5
City		CD Player with Speakers	Teal PD 430				Dayroom		Good	5
Union		TV	Mitsubishi		60" Big screen		Dayroom		Good	5
Union		Cordless Phone	ATT				Dayroom		Good	1
Union		Weight Scale	Sears				Bathroom		Poor	10
Union		5" Suction hose (2)					Hose Locker		Good	2
City		Salvage cover					Hose Locker		Good	2
City		2.5" Fire Hose 50' (20)					Hose Locker		Good	varies
City		3.0" Fire Hose 50' (34)					Hose Locker		Good	varies
City		1.5" Fire Hose 50' (09)					Hose Locker		Good	varies
City		1.75" Fire Hose 50' (06)					Hose Locker		Good	varies
City		1.5" Fire Hose 50' (04) single jacket					Hose Locker		Good	varies
City		1.0" Fire Hose 100' (02)					Hose Locker		Good	varies
City		Hydraulic Hose 10'					App. Floor Locker		Good	5
City		Plastic Backboard					App. Floor Locker		Good	2
City		Miller Board					App. Floor Locker		Good	5
City		Hand Vacuum					App. Floor Locker		Fair	10
City		Metal file Cabinets (8)					App. Floor Locker		Fair	20
City		Cardboard File Cabinets (3)					App. Floor Locker		Poor	20
City		Wood File Cabinet					App. Floor Locker		Poor	20
City		Backboard Straps (4)					App. Floor Locker		Good	New
City		O2 fill Station					App. Floor Locker		Good	20
City		Medical Supplies					App. Floor Locker		New	varies
City		Electric Clothes Dryer	Maytag				App. Floor Locker		New	1
City		Clothes Washer	Maytag		Oversized Plus		App Floor		Good	1
City		Step Ladder 3'					App Floor		Fair	10
City		Battery Charger	Schumaker		SE8050		Shop		Good	4
City		Work Bench	Delson		Tool Mag. System		Shop		Good	3
City		Drill Motor	Milwakee		Mag.Hammer/Drill		Shop		Good	3

City		Drill Motor	Craftsman				Shop		Poor		15
City		Vice	Heavy Duty				Shop		Fair		20
City		Wrench Set	Open/closed		Metric/Standard		Shop		Good		3
City		Allen Wrench Set	SK				Shop		Good		3
City		Screw Drivers	SK		Phillips/Flat		Shop		Good		3
City		Pliers	SK		Needle Nose		Shop		Good		3
City		Vice Grips					Shop		Good		3
City		Socket Set	SK		Metric/Standard		Shop		Good		3
City		Socket Set	SK		Star		Shop		Good		3
City		Punch/Chisel set					Shop		Good		3
City		Pry Bar					Shop		Good		3
City		Step Ladder 6'					Shop		Fair		10
City		Large Storage Cabinets (3)			Metal		Shop		Good		3
City		Small Tool Box	Craftsman		4 Drawer		Shop		Fair		10
City		Compressor	Champion		LH#1352		Shop		Good		1
City		Dart Board	Lord Of The Arms				Shop		Good		1
City		Stereo	Emmerson				Shop		Fair		10
City		Prussik Rope (7)	CMC				Shop		Good		Varies
City		Webbing (30)	CMC				Shop		Good		varies
City		Carabiners(12)	CMC				Shop		Good		varies
City		2" Pulleys (2)	CMC				Shop		Good		10
City		Prussik Pulley	CMC				Shop		Good		3
City		F/F Rescue Rope	CMC				Shop		Good		1
City		!4" Metal Saw Blades					Shop		Fair		5
City		16" Metal Saw Baldes					Shop		Good		1
City		Bell Reducer 4" to 2 1/2'					Shop		Fair		10
City		2 1/2" Gated Y					Shop		Fair		10
City		2 1/2" Siamese					Shop		Fair		10
City		Hose Rope Tool (4)					Shop		Fair		15
City		2 1/2" Double Male (3)					Shop		Fair		10
City		2 1/2" Double Female (3)					Shop		Fair		10
City		2 1/2" Cap					Shop		Fair		10
City		2 1/2' to 1 1/2" Reducer					Shop		Fair		10
City		Canteen (3)					Shop		Good		2
City		Shelter Belt (3)					Shop		Good		2
City		Fire Shelter					Shop		Good		5
City		Brush Hose Bags (2)					Shop		Fair		5

City		Electric Rope Cutter					Shop		Good		5
City		Hyenna	Stuffed				Back of Station		Dead		Old
City		Weight Machine	CMBEX				Back of Station		Fair		10
City		Free Weights (200Lbs.)			Iron Glad		Back of Station		Fair		10
Union		Weight Bench					Back of Station		Fair		10
Union		Ping Pong Table	Oshmans				Back of Station		Good		4
Union		Mop Buckets (4)			Plastic		Back of Station		Good		3
Union		Mops With Handles (4)					Back of Station		Good		3

4/18/02

La Habra Fire Department
Equipment, Furniture and Furnishings

LHFD STATION 2
520 S. HARBOR BLVD
LA HABRA, CA 90631

Owner	Item	Make	Model #	Location	Condition	Age
City	Trash Can			Bathroom	Good	
City	Scale	Sears	6450	Bathroom	Good	
City	Bench			Locker Room	Good	
City	Chair			Hallway	Good	
Union	Payphone	Verizon Contract		Hallway	Good	
City	FD Pictures (7)			Hallway	Good	
City	Map Board	Custom		Hallway	Good	
City	Coat Rack	Custom		Hallway	Good	
City	Bulletin Board (2)			Hallway	Good	
City	Mattress (8)	Double X		Dorm	Good	5
City	Box Spring (8)	Double X		Dorm	Good	5
City	Bed Frame (wood)	Custom		Dorm	Good	20+
City	Desk / (Metal)	Unk		Dorm	Good	8
City	Portable Lamp	Ledu Corp.		Dorm	Good	2
City	Vaccum	Hoover	C1800	Dorm	Good	5
Union	Stair Climber	VersaClimber		Dorm	Good	6
Union	Ab Roller			Dorm	Good	3
City	US Flag (2)			Closet	New	
City	CA Flag (2)			Closet	New	
City	Trash Can (3)			Capt. Office	Good	3
City	Computer Chair			Capt. Office	Good	Unk
City	Desk Chair	Harvard Interiors		Capt. Office	Good	6
City	Built in Desk	Custom		Capt. Office	Excellent	2
City	Pencil Sharpener	Boston		Capt. Office	Good	5
City	Tape Dispenser			Capt. Office	Good	5
City	Desk Lamp		3975BLK	Capt. Office	Good	2
City	Stapler	Stanley/Bostitch	B440	Capt. Office	Good	2
City	3 Hole Punch	Acco	440	Capt. Office	Good	2

La Habra Fire Department
Equipment, Furniture and Furnishings

LHFD STATION 2
520 S. HARBOR BLVD
LA HABRA, CA 90631

City	2 Hole Punch	Mutual Punch	#50	Capt. Office	Good	15
City	Office Chairs (2)			Capt. Office	Good	2
City	Copier	Xerox	XD1205	Capt. Office	Good	5
City	Schredder	GPC		Capt. Office	Good	4
City	Calculator	Casio		Capt. Office	Good	4
City	FD Pictures (4)			Capt. Office	Good	
Union	Color TV	Panasonic	20"	Capt. Office	Excellent	2
City	Stationary Trays (9)			Capt. Office	Good	
City	Fax Machine	Canon	S300	Capt. Office	Good	5
City	Wall Clock			Capt. Office	Good	5
City	Wall Clock			Dayroom	Good	2
City	Recliners (4)	Lazy rest		Dayroom	Good	4
Union	Lamp (FD Motiff)	Custom		Dayroom	Good	20
Union	LACO FD Schrine	Illuminated 24-7		Dayroom	Hopefull	2mo
City	FD Pictures (3)			Dayroom	Good	
City	DVD Player	Sony	DVP-NS300	Dayroom	Excellent	6mo
Union	TV	Mitsubishi	VS--5043	Dayroom	Good	5
City	VCR	JVC	HR-VP81V	Dayroom	Good	5
City	Bookcase			Dayroom	Excellent	2
City	End Table			Dayroom	Excellent	2
City	Dining Chairs (8)			Kitchen	Good	2
City	Dining Table			Kitchen	Good	2
City	Dry Erase Board			Kitchen	Good	2
Union	Cordless Phone	Sony	SPP82470	Kitchen	Good	1
City	Easy Chair			Kitchen	Good	20+
City	Refridgerator	Frigidaire	FRS26ZSE	Kitchen	Excellent	2
City	Range (36")	Viking		Kitchen	Excellent	2
City	Hood/ Vent	Viking		Kitchen	Excellent	2
City	Microwave	Sharp	R-530Ak	Kitchen	Excellent	2
City	Coffee Maker	Bunn	VP-17	Kitchen	Good	5

La Habra Fire Department
Equipment, Furniture and Furnishings

LHFD STATION 2
520 S. HARBOR BLVD
LA HABRA, CA 90631

City	Toaster Oven	ToastMaster	357	Kitchen	Excellent	2
City	Blender	Hamilton Beach	Bar Series	Kitchen	Excellent	2
City	Dishwasher	ASKO	D1876	Kitchen	Good	6mo
City	Collander (2)			Kitchen	Excellent	2
City	Stainless Bowls			Kitchen	Excellent	2
City	Dinner Plate (8)			Kitchen	Excellent	2
City	Salad Plate (10)			Kitchen	Excellent	2
City	Cereal Bowl (20)			Kitchen	Excellent	2
City	Glasses (11)			Kitchen	Good	2
City	Coffe Mug (12)			Kitchen	Good	2
City	Measuring Bowls			Kitchen	Excellent	2
City	Cheese Schredder			Kitchen	Excellent	2
City	Knive Set			Kitchen	Good	2
City	Ice Cream Scooper			Kitchen	Good	2
City	Measuring Spoon (2)			Kitchen	Excellent	2
City	Tomato Slicer			Kitchen	Excellent	2
City	Garlic Press			Kitchen	Excellent	2
City	Pizza Cutter			Kitchen	Excellent	2
City	Measuring Cup (set)			Kitchen	Excellent	2
City	Dinner Ware			Kitchen	Excellent	2
City	Cooking Utensils	Various		Kitchen	Excellent	2
City	Mixer	Hamilton Beach		Kitchen	Good	2
City	Tupperware (set)			Kitchen	Good	2
City	Skillets (5)	Non-Stick		Kitchen	Good	2
City	Wok			Kitchen	Good	2
City	Pots (4)	Stainless		Kitchen	Excellent	2
City	Stew Pot	Stainless		Kitchen	Excellent	2
City	Crock Pot	Rival		Kitchen	Excellent	2
City	Vegetable Steamer			Kitchen	Excellent	2
City	Food Processor	Hamilton Beach		Kitchen	Excellent	2

La Habra Fire Department
Equipment, Furniture and Furnishings

Union	Popcorn Popper	Wearever		Kitchen	Good	2
City	Catering Tray (3)			Kitchen	Excellent	2
City	Baking Pan (5)	Pyrex		Kitchen	Excellent	2
City	Cake Pan			Kitchen	Good	2
City	Griddle Top			Kitchen	Excellent	2
City	Cutting Boards			Kitchen	Good	2
City	Hot Pads			Kitchen	Excellent	2
City	Cookie Sheet (6)			Kitchen	Excellent	2
City	Canisters (4)			Kitchen	Excellent	2
City	Tables (18"x54")			Classroom	Excellent	3
City	Wall Clock	WestClock		Classroom	Good	3
City	Knot Display Case	Custom		Classroom	Good	20+
City	Podium			Classroom	Fair	20+
City	TV 25"	Sony		Classroom	Excellent	1
City	VCR	Sony	R-2 reality	Classroom	Excellent	1
City	Chalkboard			Classroom	Good	15
City	Projection Screen	Da-Lite		Classroom	Good	10
City	Folding Chairs (33)			Classroom	Fair	5
City	Projector Stand			Classroom	Good	10
City	Overhead Projector	3M	102	Classroom	Good	10
City	tripod			Classroom	Good	10
City	Slide Projector	Kodak	A694210	Classroom	Good	10
			A694200			
			A251029			
City	Slide Sorter			Classroom	Good	10
City	Disolver		I8988	Classroom	Good	10
City	Tape Recorder	Recordex	15105112043	Classroom	Good	10
City	Slide Trays			Classroom	Good	10
City	tripod	Bogen	3127	Classroom	Good	10
City	Microphone Stand			Classroom	Excellent	5

La Habra Fire Department
Equipment, Furniture and Furnishings

LHFD STATION 2
520 S. HARBOR BLVD
LA HABRA, CA 90631

City	Speaker Stand (2)			Classroom	Excellent	5
City	speaker (2)			Classroom	Excellent	5
City	Simulator System	Idenex		Classroom	Excellent	5
City	Typewriter	Brother	AX400	Classroom	Excellent	5
City	AV Cables (assorted)			Classroom	Excellent	5
City	Portable Screen	Da-Lite		Classroom	Poor	20+
City	Microphone		171.905	Classroom	Good	5
City	Microphone	Dynamic	2618	Classroom	Good	5
City	Clip Microphone		25044	Classroom	Good	5
City	Sound Mixer	SoundTech	4150	Classroom	Excellent	2
City	Power Point Projector	Stand		Classroom	Excellent	2
City	Speakers	York 300 watt		Classroom	Good	5
City	Slide Projector	Kodak		Classroom	Good	8
City	Dual Projector Stand		4607	Classroom	Good	8
City	Felt Display Board			Classroom	Excellent	5
City	CPR Manikin (2)			Classroom	Excellent	5
Union	Life Net			App Floor	Antique	Please Keep
Union	20' Wood Ladder			App Floor	Old	Please Keep
Union	Coke Machine	Coca Cola contract		App Floor	Good	
City	Investigation Locker	Sandusky		App Floor	Good	
City	Snap On Tool Box	Various Tools		App Floor	Fair	
City	Oil Rag Can			App Floor	Fair	
City	Ladder 3' A frame			App Floor	Good	
City	Creeper			App Floor	Fair	
City	Battery Charger	Solar	440	App Floor	Excellent	
Union	Radio with 8 track	Panasonic		App Floor	Fair	
City	Floor Buffer	Clark	1700	App Floor	Fair	
City	Vise			App Floor	Good	
City	Water Heater		90-A-1980	App Floor	Good	20
City	Breathing Air Comp.	Mako	K14	App Floor	Excellent	5

La Habra Fire Department

Equipment, Furniture and Furnishings

LHFD Station 3
1000 Risner Way
La Habra, CA. 90631

Owner	Item	Make	Model#	Location	Condition	Age
City	Trash Cans (3)			Bathrooms	Good	5
City	Shelves (3)			EMS Closet	Good	5
City	Shelves (1)			Prevention Closet	Good	5
City	Vacuum	QuickKeen		Cleaning Closet	Good	5
City	Bed Sets (8)	Custom Comfort Mattress		Dorms	Good	5
City	Dresser (4)		3 Drawer	Dorms	Good	5
City	Lockers (16)			Dorms	Good	5
City	Chairs (4)		Roller	Dorms	Good	5
City	Chairs (3)			Dorms	Good	5
City	Wall Pictures (12)			Dorm/Hall	Good	5
City	Wall Pitchers (3)			Dayroom	Good	5
City	Wall Book Shelves			Dayroom	Good	5
City	Coat Rack			Dayroom	Good	5
City	End Table			Dayroom	Good	5
City	Wall Clock			Dayroom	Good	5
City	Recliners (4)	LazyBoy		Dayroom	Good	5
Union	TV	Mitsubishi	60"	Dayroom	Good	5
Union	VCR	Mitsubishi		Dayroom	Good	5
Union	Recumbent Bike	Prform		Dayroom	Good	1
Union	Torso Track			Dayroom	Good	1
Union	Abe Roller			Dayroom	Good	3
City	Refrigerator	GE	TXX25CRYD	Kitchen	Good	5
City	Microwave	GE	JE1540W001	Kitchen	Good	5
City	Coffee Maker	Bunn	VPR	Kitchen	Good	5
City	Stove	Viking		Kitchen	Good	5
City	Dishwasher	Asko		Kitchen	Excellent	1
City	Kitchen Table			Kitchen	Excellent	5
City	Kitchen Chairs (3)			Kitchen	Good	10
City	Soup Bowls (13)			Kitchen	Good	5
City	Dinner Plates (11)			Kitchen	Good	5
City	Blender	Hamilton Beach		Kitchen	Good	5

City	Metal Spatula (2)					Kitchen		Good		5
City	Pizza Cutter					Kitchen		Good		5
City	Tongs					Kitchen		Good		5
City	Kabob Skewer (8)					Kitchen		Good		5
City	Peeler					Kitchen		Good		5
City	Pastry Brus (2)					Kitchen		Good		5
City	Ice Cream Scupper					Kitchen		Good		5
City	Wire Mesh Drain					Kitchen		Good		5
City	Ladle (2)					Kitchen		Good		5
City	Potato Masher					Kitchen		Good		5
City	CPR Manikins (2)	Little Anne				Hall Closet		Good		1
City	Over Head Projector	Bell Howell		30K		Hall Closet		Fair		10
City	TV/VCR	Panasonic				Capt. Office		Good		5
City	Oak File Cabinets					Capt. Office		Good		5
City	Oak TV Stand					Capt. Office		Good		5
City	Oak Book Shelf					Capt. Office		Good		5
City	Oak Organizer					Capt. Office		Good		5
City	Bulletin Board					Capt. Office		Good		5
City	Oak Desk					Capt. Office		Excellent		5
City	Wall Pictures (5)					Capt. Office		Good		5
City	Air Compressor	Champion		318VN		Shop		Excellent		5
City	Metal Lockers (4)					Shop		Good		5
City	Creeper					Shop		Good		5
City	Battery Charger	Schumaker		6009A		Shop		Good		5
City	Shop Rag Can					Shop		Fair		20
City	Step Ladder 6'					Shop		Good		5
City	Shop Fan	Dayton		6K806A		Shop		Good		5
City	Washer/Extractor	Unizmat				Shop		Good		5
City	Metal Work Bench (2)					Shop		Good		10
City	Vice (2)					Shop		Good		10
City	Gas Cans (3)					Shop		Good		10
City	Metal Oil Cans (2)					Shop		Good		10
City	Hydrant Test Kit					Shop		Fair		25
City	Tool Box					Shop		Good		5
City	Drill	Dewalt Elec.				Shop		Good		5
City	Shop Vac.	Dirt Devil				Shop		Fair		5
City	Plastic Trash Can					Shop		Fair		5

City	Stereo	Sony		CFD-SOS		Shop		Fair		5
City	Air Hose 50' (2)					Shop		Fair		5
City	Mop Bucket					Shop		Good		5
City	Screw Driver Set			Standard/Phillips		Shop		Good		5
City	Vice Grips					Shop		Good		5
City	Pliers			Needle Nose		Shop		Good		5
City	Socket Set			Metric/Standard		Shop		Good		5
City	Open/Closed End Wrenches			Metric/Standard		Shop		Good		5
City	Street Key					Storage Shed		Good		40
City	Portable Lamps (2)					Storage Shed		Fair		8
City	Folding Tables (3)					Storage Shed		Poor		8
City	Water Coolers (2)					Storage Shed		Fair		8
City	Traffic Cones (17)					Storage Shed		Fair		10
Union	Stepper	Reebok				Storage Shed		Fair		8
Union	Aerobic Rider	Health Rider				Storage Shed		Poor		7
Union	BBQ	Pro Chef				Outside		Fair		4
Union	Patio Table					Outside		Poor		5

CITY OF LA HABRA – AGREEMENT FOR SERVICES

SCHEDULE 6

FIRE STATIONS EQUIPMENT, FURNITURE, AND FURNISHINGS

This is an inventory prepared by the La Habra Fire Department. During transition, a separate inventory will be taken to document which equipment will be transferred to the District for this Schedule 6.

(TO BE COMPLETED ON OR ABOUT THE COMMENCEMENT DATE OF SERVICE)

APPROVED:

_____	_____
P. MICHAEL FREEMAN	**BRAD BRIDENBECKER**
FIRE CHIEF	**CITY MANAGER**
_____	_____
DATE	**DATE**

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 7
PERSONNEL, RANKS AND SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY

EMPLOYEE NAME	RANK IN CITY	TRANSFER RANK*	CITY CONTINUOUS SERVICE DATE (to determine benefit days)	L.A.Co. SENIORITY DATE (for bidding purposes,etc.)	LA HABRA ADJUSTED SALARY***	DISTRICT SALARY	SCHEDULE/ STEP (w/EMT) & longevity bonus)	Y RATE AMOUNT	DISTRICT PARAMEDIC BONUS	DISTRICT FINAL SALARY
Berry, Frank	Engineer	Fire Fighter Specialist								
Biefeld, Eric	Fire Fighter Paramedic	Fire Fighter								
Bowe, Fred	Captain	Fire Fighter Specialist								
Camacho, John	Engineer Paramedic	Fire Fighter Specialist								
Chute, Steven	Fire Fighter Paramedic	Fire Fighter								
Clark, Dennis	Engineer	Fire Fighter Specialist								
Cloutier, Todd	Fire Fighter Paramedic	Fire Fighter								
DeMeyer, Dan	Engineer Paramedic	Fire Fighter Specialist								
Duplesse, Rich	Fire Fighter Paramedic	Fire Fighter								
Flack, Charles	Battalion Chief	Captain								
Geib, Dirk	Captain	Captain								
Grzywa, Andrew	Battalion Chief	Fire Fighter								
Holland, Derek	Captain	Captain								
Johnson, Daniel	Fire Fighter	Fire Fighter								
Lazar, Ed	Acting Fire Chief	Captain								
Lee, Robert	Captain Paramedic	Captain								
Light, Dana	Fire Fighter Paramedic	Fire Fighter								
Lininger, Darin	Engineer Paramedic	Fire Fighter								
Lombardo, Paul	Captain Paramedic	Fire Fighter Specialist								
McCurdy, Mark	Fire Fighter Paramedic	Fire Fighter								
Meezan, Michael	Fire Fighter	Fire Fighter								
Michel, Scott	Fire Fighter	Fire Fighter								
Morris, Rick	Engineer	Fire Fighter Specialist								
Nunez, Andrew	Fire Fighter	Fire Fighter								
Pavelski, Dick	Captain	Captain								
Powell, Jeff	Fire Fighter Paramedic	Fire Fighter								
Richardson, Randolph	Captain	Captain								
Rodriguez, Fred	Captain	Captain								
Sens, Gary	Captain	Captain								
Stumm, Robert	Fire Fighter Paramedic	Fire Fighter								
Weber, Lane	Engineer	Fire Fighter Specialist								
Wheeler, Mark	Engineer Paramedic	Fire Fighter Specialist								
Wilson, Ronald	Engineer Paramedic	Fire Fighter Specialist								
Wootton, Thomas	Captain	Fire Fighter								

* Pursuant to Section VII(A)(3) of the Agreement for Services, the City has designated the rank of each sworn employee transferring from City to District and a duly authorized representative from La Habra Fire Fighters Local 1968 has approved such designations in writing. The District has not participated in any manner in determining the rank of any sworn employees transferring from City to District. City shall indemnify, defend and hold District harmless from any liability or expense, including but not limited to any claims or lawsuits resulting or arising from the City's designation of rank of sworn employees transferring from City to District.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

BRAD BRIDENBECKER
CITY MANAGER

DATE

DATE

F:La Habra:Schedule 7.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 8

SWORN PERSONNEL - VACATION HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

EMPLOYEE NAME	LA HABRA SALARY	VACATION HOURS TRANSFERRED (56 hour schedule)	HOURLY RATE	REIMBURSEMENT TO DISTRICT
Berry, Frank				
Biefeld, Eric				
Bowe, Fred				
Camacho, John				
Chute, Steven				
Clark, Dennis				
Cloutier, Todd				
DeMeyer, Dan				
Duplesse, Rich				
Flack, Charles				
Geib, Dirk				
Grzywa, Andrew				
Holland, Derek				
Johnson, Daniel				
Lazar, Ed				
Lee, Robert				
Light, Dana				
Lininger, Darin				
Lombardo, Paul				
McCurdy, Mark				
Meezan, Michael				
Michel, Scott				
Morris, Rick				
Nunez, Andrew				
Pavelski, Dick				
Powell, Jeff				
Richardson, Randolph				
Rodriguez, Fred				
Sens, Gary				
Stumm, Robert				
Weber, Lane				
Wheeler, Mark				
Wilson, Ronald				
Wootton, Thomas				

Note: The hours transferred are for a 56 hour work week. If the employee transfers or is assigned to a 40 hour work week, these hours will be converted per District standard practice and conversion rate.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

BRAD BRIDENBECKER
CITY MANAGER

DATE

DATE

F:La Habra:Schedule 8.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 9

SWORN PERSONNEL- SICK HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

EMPLOYEE NAME	LA HABRA SALARY	SICK HOURS TRANSFERRED (56 hour schedule)	HOURLY RATE	REIMBURSEMENT TO DISTRICT
Berry, Frank				
Biefeld, Eric				
Bowe, Fred				
Camacho, John				
Chute, Steven				
Clark, Dennis				
Cloutier, Todd				
DeMeyer, Dan				
Duplesse, Rich				
Flack, Charles				
Geib, Dirk				
Grzywa, Andrew				
Holland, Derek				
Johnson, Daniel				
Lazar, Ed				
Lee, Robert				
Light, Dana				
Lininger, Darin				
Lombardo, Paul				
McCurdy, Mark				
Meezan, Michael				
Michel, Scott				
Morris, Rick				
Nunez, Andrew				
Pavelski, Dick				
Powell, Jeff				
Richardson, Randolph				
Rodriguez, Fred				
Sens, Gary				
Stumm, Robert				
Weber, Lane				
Wheeler, Mark				
Wilson, Ronald				
Wootton, Thomas				

Note: The hours transferred are for a 56 hour work week. If the employee transfers or is assigned to a 40 hour work week, these hours will be converted per District standard practice and conversion rate.

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

BRAD BRIDENBECKER
CITY MANAGER

DATE

DATE

F:La Habra:Schedule 9 - La Habra.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES
SCHEDULE 10
NON-SWORN PERSONNEL, RANKS AND SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY

EMPLOYEE NAME	RANK IN CITY	TRANSFER RANK	CITY CONTINUOUS SERVICE DATE (to determine benefit days)	L.A.Co. SENIORITY DATE	LA HABRA ADJUSTED SALARY*	DISTRICT SALARY	SCHEDULE/ STEP	Y RATE AMOUNT	DISTRICT FINAL SALARY

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

F:La Habra:Schedule 10 - La Habra.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 11

NON-SWORN PERSONNEL - VACATION HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

EMPLOYEE NAME	LA HABRA SALARY	VACATION HOURS TRANSFERRED	HOURLY RATE	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	BRAD BRIDENBECKER CITY MANAGER
DATE	DATE

F:La Habra:Schedule11 - La Habra.xls

CITY OF LA HABRA - AGREEMENT FOR SERVICES

SCHEDULE 12

NON-SWORN PERSONNEL - SICK HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

EMPLOYEE NAME	LA HABRA SALARY	SICK HOURS TRANSFERRED	HOURLY RATE	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

F:La Habra:Schedule 12 - La Habra.xls

CITY OF LA HABRA – AGREEMENT FOR SERVICES

SCHEDULE 13

**(TO BE COMPLETED ON OR ABOUT
COMMENCEMENT DATE OF SERVICE)**

AGREED TO AND APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

SCHEDULE 14

MEMORANDUM OF UNDERSTANDING

(TO BE COMPLETED, IF NECESSARY, ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

AGREED TO AND APPROVED:

P. MICHAEL FREEMAN **FIRE CHIEF**	**BRAD BRIDENBECKER** **CITY MANAGER**
DATE	**DATE**

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk
County of Los Angeles

From: (Public Agency) Consolidated Fire Protection District
1320 N. Eastern Avenue
(Address)
Los Angeles, CA 90063

Project Title: Agreement for services between the Consolidated Fire Protection District of Los Angeles County and the City of La Habra.

Project Location - Specific: All of the City of La Habra.

Project Location - City: La Habra **Project Location - County:** Orange

Description of Nature, Purpose, and Beneficiaries of Project:
The Consolidated Fire Protection District shall provide fire protection, emergency medical, hazardous materials, and all related services to the City of La Habra.

Name of Public Agency Approving Project: The Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County.

Exempt Status: (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number:

Reasons why project is exempt: "Pursuant to Section 15061(b)(3), this project is no subject to CEQA as it can be seen with certainty there is no possibility that it may have a significant effect on the environment."

Lead Agency Contact Person: Barbara Herrera, Planning Division Area Code/Telephone/Extension: (323) 881-2404

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: David R. [illegible] Date: 4/22/04 Title: Chief, Forestry Divisi

☐ Signed by Lead Agency Date received for filing at OPR:

☒ Signed by Applicant

Revised October 1989