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

September 13, 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:

APPROVAL OF THE AGREEMENT FOR PARAMEDIC AND LIFEGUARD SERVICES; APPROVAL OF THE DONATION AGREEMENT FOR A LAND DONATION; AND AWARD OF ARCHITECT/ENGINEERING AGREEMENT FOR THE PARAMEDIC STATION PROJECT IN THE CITY OF AVALON (3 Votes) (4th District)

JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT YOUR BOARD, AS THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY:

1. Find that the agreements are exempt from provisions of the California Environmental Quality Act under Section 15061(b)(3).

2. Approve and instruct the Chair of the Board to sign the Community Recreation Agreement for Paramedic and Lifeguard Services (Services Agreement) between the County and the City of Avalon to be effective upon Board approval.

RECOMMENDATION THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Chair of the Board to sign the Donation Agreement in which the City of Avalon will donate an acceptable site for a lifeguard/paramedic station, to be effective upon Board approval.

2. Authorize the Fire Chief to enter into an architectural/engineering agreement with RRM Design Group in the amount of $231,000 ($210,000, plus 10% contingency of $21,000) for the Avalon Paramedic Station Capital Project (CP No. 69488) selected from the Fire District's as-needed architectural firms approved by your Board on August 3, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the County to provide continued lifeguard/paramedic services to and initiation of a new Paramedic Station located in the City of Avalon (City).

Background
The County has been providing ocean lifeguard and/or paramedic services to Avalon since 1970. The current Services Agreement with the City, executed in 1997, is based on a cost-share formula requiring payment for County ocean lifeguard service at the same hourly rate that the State pays its ocean lifeguards, plus 10 percent; costs are increased annually by CPI.

Unique to the Services Agreement is the provision of paramedic services provided by the lifeguards staffing the Avalon Baywatch rescue boat. Due to paramedic and rescue boat regional responsibility outside the City's boundaries, the City funds 30% of the total cost (S&EB, plus overhead) for Avalon Baywatch which is based on the percentage of Avalon's Baywatch rescues in/out of the City boundaries.

Renegotiated Services Agreement
The Fire District and City have now completed renegotiation of the Services Agreement terms and conditions which will allow the continued provision of lifeguard and paramedic services by the Fire District to the City. The proposed Services Agreement will increase the City's pro-rata share of staffing costs to fund operational costs. The Services Agreement business terms and conditions are as follows:

- The City will increase their payment, and shall thereafter pay an additional annual amount for 12 years, until its payment equals the County's cost-share formula (County's "adjusted cost for lifeguard services");
- The City's fee shall be adjusted annually based on a 5-year rolling average of the increases in actual County costs and State wages so that the City fee stays consistent with the cost-share formula;
- Both County and City will renegotiate the Services Agreement in the event inflation exceeds 10 percent in any calendar year and the City experiences a 15 percent drop in the total number of visitors from the previous calendar year; and
- The term shall be for 25 years.

Proposed Lifeguard/Paramedic Station
As part of the renegotiated Services Agreement, the lifeguard/paramedic operation requires a station facility from which to operate in the City. The City has agreed to donate a site for the construction of a permanent facility that will be approximately 8,000 sq. ft. and provide office space, housing and facilities, and public restrooms. In the future, if the Fire District or the County no longer intend to use the donated parcel for any public purpose and declare it to be surplus to Fire District or County needs, the City will have the first right to purchase it at fair market value. In order to begin the design of the proposed facility, it is recommended that your Board authorize the Fire Chief to enter into an architectural/engineering agreement with RRM Design Group, who was selected from the Fire District's as-needed architectural firms approved by your Board on August 3, 2004.

FISCAL IMPACT/FINANCING

Renegotiated Services Agreement
In 2004-05, a review of the cost-share formula for lifeguard/paramedic services revealed that the City should be paying $336,042. However, the City's 2004-05 fee was only $253,068, a difference of over $82,000. The renegotiated Services Agreement will increase the City's payment by $40,000, and shall thereafter pay an additional $3,500/year for 12 years until its payment equals the County's cost-share formula (County's "adjusted cost for lifeguard services"). In addition, the City's fee shall be adjusted annually based on a 5-year rolling average of the increases in actual County costs and State wages so that the City fee stays consistent with the cost-share formula.

Proposed Lifeguard/Paramedic Facility
The Fire District currently estimates that construction of the paramedic station will cost $1.8 million, including design, construction contract, change order contingency, project management, and other related costs. The 2005-06 Final Adopted Capital Projects Budget includes $1.8 million under the Avalon Lifeguard/Paramedic Station Project (Capital Project No. 69488).

Upon your Board's authorization, the Fire District will enter into an architectural/ engineering agreement with RRM Design Group in the amount of $231,000 ($210,000, plus 10% contingency of $21,000) for the proposed capital improvement project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Services Agreement will supersede agreement number 70506 dated January 7, 1997.

County Counsel has approved the attached Agreements as to form.

ENVIRONMENTAL DOCUMENTATION

The Services Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and the Environmental Procedures and Guidelines adopted by your Board on November 17, 1987, because it can be seen with certainty that this activity will not have a significant effect on the environment.

The Fire District will prepare the required environmental documentation for the proposed construction of the lifeguard/paramedic station and return to your Board to request approval upon completion of the proposed project design phase.

CONTRACTING

On August 3, 2004, your Board approved three-year contracts for various qualified contractors to provide professional and/or technical property services for the Fire District.

The Fire District solicited bids for professional and/or technical property services in 13 newspapers, online on the County of Los Angeles web page, and on the Internet, in accordance with Board policy, and 11 companies submitted acceptable bids. The contracts are subject to the Fire District policy that requires the Community Business Enterprise Program, Child Support Compliance Program, Contractor Responsibility and Debarment Program, the Safely Surrender Baby Law, and the Contractor Employee Jury Service Program, which would be included as requirements in the Invitation for Bid.

The Fire District reviewed available resources to assess the proposed contractors' past performance history of labor law violations and any negative experiences with other Fire District and County contracts.

The contract does include Cost of Living Adjustments after the first year, which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. In addition, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

IMPACT ON CURRENT SERVICES

The Services Agreement provides for the continued level of service to the City of Avalon that is currently provided. Therefore, there will be no impact on services.

CONCLUSION

Please instruct the Executive Officer, Clerk of the Board to return the following to the Fire District:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- One (1) executed original of each Agreement and two (2) copies of both executed Agreements.

The Fire District will return one set of the original Agreements to the City per the City's request. Further, please forward a copy to the Chief Administrative Office, Capital Projects Division.

Respectfully submitted,

FOR PMF

P. MICHAEL FREEMAN
Fire Chief

DAVID E. JANSSEN
Chief Administrative Officer

PMF:ip

Attachments (2)

c: County Counsel
Executive Officer, Board of Supervisors

COMMUNITY RECREATION AGREEMENT
FOR PARAMEDIC AND LIFEGUARD SERVICES
BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF AVALON

W I T N E S S E T H

This Community Recreation Agreement ("Agreement") is made and entered into this ____ day of _____, 2005, by and between the City of Avalon, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WHEREAS, the CITY and the COUNTY have previously entered into an operating agreement entitled "Community Recreation Agreement for Paramedic and Lifeguard Services between the County of Los Angeles and the City of Avalon" dated January 7, 1997 (hereinafter referred to as the "Prior Agreement").

WHEREAS, through the "Beaches and Ocean Rescue Services Agreement between the County of Los Angeles and Consolidated Fire Protection District of the County of Los Angeles" dated May 24, 1994 (hereinafter referred to as the "Beaches Agreement"), the COUNTY has contracted with the Consolidated Fire Protection District of Los Angeles County (hereinafter referred to as "FIRE DISTRICT") to provide ocean lifeguard and paramedic services to beaches and coastal waters in which the COUNTY is responsible for the provision of ocean lifeguard services; and the Beaches Agreement expressly includes the provision of ocean lifeguard and paramedic services to the CITY;

WHEREAS, the CITY and COUNTY are desirous of entering into a new agreement whereby the COUNTY will continue to provide lifeguard services to the three (3) public swimming beaches at Avalon Harbor that are commonly known as and referred to by the parties as the north, middle, and south beaches, collectively hereinafter referred to as the "BEACH;" and

WHEREAS, the CITY is also desirous of contracting with the COUNTY for the provision of paramedic services to the CITY; and

WHEREAS, such paramedic and lifeguard services will promote and preserve the health and general welfare of the public; and

WHEREAS, this Agreement is authorized pursuant to the Los Angeles County Charter Section 56 3/4.

NOW, THEREFORE, IN CONSIDERATION of these mutual covenants, the parties hereto agree to as follows:

1. TERM

1.01 The term of this Agreement shall be for a period of 25 years, commencing on the date hereof and terminating on the 25th anniversary date thereof, and shall thereafter remain in effect unless terminated by either party. After the initial 25-year period of this Agreement, either party may terminate this Agreement, whether for convenience or for cause, by giving at least a one-year advance written notice to the other party of its intention to terminate this Agreement.

1.02 In the event inflation exceeds 10 percent in any calendar year <u>and</u> the CITY experiences a 15 percent drop in the total visitors count (based on cross-channel and cruise ship visitors) from the previous calendar year, the CITY and COUNTY shall make a good faith effort to renegotiate this Agreement. The inflation index to be utilized for this purpose shall be the "Consumer Price Index -- CPI for all Urban Consumers -- West Urban -- All items".

2. OBLIGATIONS OF COUNTY

2.01 Subject to the availability of funds, personnel, and equipment, the COUNTY agrees to provide ocean lifeguard and paramedic services within the CITY during the term of this Agreement as stated herein. The COUNTY expressly reserves the right to modify service levels in its reasonable discretion.

2.01.01 The COUNTY shall furnish lifeguard services to the BEACH. The COUNTY shall meet with the CITY, as appropriate, to review ongoing costs and service level requirements. Staffing levels and patterns shall be established by the COUNTY.

2.01.02 The COUNTY shall staff the rescue boat, commonly known by the parties as "Baywatch Avalon," with two paramedic lifeguards (hereinafter referred to as "Paramedic Lifeguards"). In addition, since Baywatch Avalon is not staffed on a 24-hour basis, the Paramedic Lifeguards shall be on call on a 24-hour basis to provide paramedic services to the CITY.

2.01.03 The CITY acknowledges that when the Paramedic Lifeguards are on duty, they are responsible to perform several distinct duties which could conflict: a) provision of the services described herein to the CITY and b) provision of paramedic and rescue services within the unincorporated area of Catalina Island and the coastal waters around Catalina Island. Accordingly, it is understood and agreed by the CITY that the Paramedic Lifeguards may be unable to respond to a request for services in the CITY because of involvement in an earlier request, or concurrent requests, for services anywhere on the Island or the surrounding coastal waters. In the event of concurrent or conflicting requests for Paramedic Lifeguard services, the order of priority for response to the requests that are received shall be decided by the COUNTY in its discretion based upon the following criteria:

(a) Once engaged in a response or a duty, the Paramedic Lifeguards shall not be required to respond to another request, and are excused from performance thereof, until they have completed their response to the earlier request unless the ranking Paramedic Lifeguard decides, in his reasonable discretion, that the later request should take precedence;

(b) In the event of concurrent requests for services, the order of priority for response to the requests that are received shall be decided by the ranking Paramedic Lifeguard based in his reasonable discretion relating to the necessity for an immediate response to the concurrent

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requests, and response by the Paramedic Lifeguards to the other request shall not be required until completion of the response to the request given the higher priority. In those instances where the Paramedic Lifeguards will be unavailable due to concurrent requests or because they will be performing service elsewhere on the Island, they shall advise the operator of the Emergency Communication System of their involvement in a service request or of their departure and return to the CITY, and the operator of the Emergency Communication System (as described in paragraph 3.03, item (e) hereinbelow) may request Off-Duty Paramedic Lifeguards (Paramedic Lifeguards assigned to Avalon Baywatch who have the day off) to respond to a request to which the Paramedic Lifeguards cannot respond or are not available. However, the Off-Duty Lifeguards shall not have any obligation or responsibility, either express or implied, by reason of the terms of this Agreement. Moreover, it is understood and agreed by the CITY that the Off-Duty Lifeguards shall have no obligation or responsibility to make themselves available for performance of the services to be performed hereunder during the scheduled hours of the Paramedic Lifeguards, and that to the extent they may decide to make themselves available for performance of the services to be performed hereunder due to the unavailability of the Paramedic Lifeguards, their decision to do so is at their reasonable discretion. In the event that both On-Duty and Off-Duty Paramedic Lifeguards are unavailable to respond to a request for service, the COUNTY'S rescue boat commonly known as "Baywatch Isthmus" or a COUNTY paramedic air squad will be dispatched, if available and at the reasonable discretion of the

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COUNTY, to CITY to handle medical emergencies in the CITY requiring Advanced Life Support (ALS).

(c) Nothing in this Article 2, **OBLIGATIONS OF THE COUNTY**, shall be construed as creating any obligation for the benefit of third parties or for the general public. The obligations herein are in favor of and for the benefit of CITY only.

(d) Nothing herein shall be deemed to constitute any waiver of any applicable immunities applicable to the COUNTY, the FIRE DISTRICT, or the CITY under any law.

2.02 The COUNTY shall allow CITY Fire Department personnel to participate in its regularly scheduled EMT continuing education (CE) instruction, including testing and EMT re-certification for all CITY Fire Department EMTs, provided that the Los Angeles County Department of Health Services (DHS) EMS Authority grants the authority to the COUNTY, Lifeguard Division, to issue re-certifications.

3. OBLIGATIONS OF THE CITY

3.01 The CITY shall provide all beach maintenance, beach cleaning, and animal control services on the BEACH as it reasonably deems appropriate.

3.02 The CITY shall notify the COUNTY of any major development proposals which could increase the need for lifeguard and paramedic services to the CITY. The CITY and the COUNTY shall cooperate in their efforts to ensure that any developer mitigates any impact a development may have on the COUNTY's provision of lifeguard services to the BEACH and/or paramedic services to the CITY. Any such impact fees imposed on developers shall not be used to offset increases in operational costs caused by the development; they can only be used for capital improvement needs.

3.03 The CITY shall assist the COUNTY in the performance of COUNTY's services hereunder, through (a) provision of an office, storage area, vehicle parking space, boat slip, and mooring in accordance with past practice, and access to docks for

loading and unloading and maintenance of boats of the COUNTY at Avalon Harbor (collectively, the "Avalon Harbor Headquarters"); (b) payment of all maintenance and utility costs for the Avalon Harbor Headquarters, except for telephone service; (c) donation of communication equipment for Baywatch Avalon and the Lifeguard motor vehicle at Avalon Harbor Headquarters that will provide two-way communications with the CITY'S Emergency Communication System, as that term is defined later in clause (e) of this paragraph; (d) issuance, without cost to the COUNTY, of CITY permits for operation of any COUNTY-owned or FIRE DISTRICT-owned motor vehicles on the Island; (e) operation and maintenance, without cost to the COUNTY, of a twenty-four (24) hour communication system to be operated by CITY employees that will receive and dispatch calls for emergency services on the Island (the "Emergency Communication System"); (f) operation and maintenance, without cost to the COUNTY, of an ambulance, to be operated by qualified CITY employees, that will be dispatched, unless being operated in response to an earlier emergency call, on all calls for paramedic service within the CITY; (g) operation by a third party health provider or the CITY of an emergency medical care facility that meets at a minimum the requirements of a "Standby Emergency Medical Service, Physician On Call," as that term is defined in Section 70649 of Title 22 of the California Administrative Code; and (h) use its best efforts to educate its residents and visitors to request ocean lifeguard and paramedic services through the Emergency Communication System.

3.04 The CITY shall provide relief Paramedic Lifeguard dormitory, office and apparatus space in the CITY Fire Station at no cost to the COUNTY upon the effective date of this Agreement, and only until the completion of the Paramedic Station mentioned in Paragraph 3.05 below. All COUNTY and FIRE DISTRICT personnel shall conduct themselves in a professional manner and shall abide by all rules, policies, and procedures as set forth by the CITY Fire Chief for the conduct of all personnel at the CITY Fire Station.

3.05 The CITY shall donate real property to the FIRE DISTRICT for the purpose of constructing a Paramedic Station within the CITY'S civic center development. CITY's conveyance of such real property to FIRE DISTRICT shall be in accordance with all the terms and conditions of the Paramedic Station Donation Agreement, attached hereto and incorporated herein by this reference as Attachment A (hereinafter referred to as "Donation Agreement"). All construction costs for the Paramedic Station shall be borne by the FIRE DISTRICT, except that CITY shall waive all CITY permit and development fees. The FIRE DISTRICT may use the CITY Building Official to conduct inspection of the construction. This would be charged to the FIRE DISTRICT at the CITY Building Official cost recovery rate, without any mark-up. The FIRE DISTRICT shall be responsible for payment of all other fees relating to the construction of the Paramedic Station, including fees that are required by the State.

3.05.01 It is the intent of both parties that the CITY donate to the FIRE DISTRICT a site suitable for building a Paramedic Station within the CITY's Civic Center, as described in the Donation Agreement ("Donated Parcel"). In the event the FIRE DISTRICT does not exercise its Option to accept the Donated Parcel, CITY and FIRE DISTRICT agree to proceed with good faith negotiations to resolve the FIRE DISTRICT's need for office space, vehicle garaging, and housing for the Lifeguard operation. In the event that CITY and FIRE DISTRICT cannot resolve the FIRE DISTRICT's need for office space, vehicle garaging, and housing for the Lifeguard operation in good faith negotiations within 60 days, either party may terminate this Agreement upon 30 days written notice to the other party.

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4. FINANCIAL CONSIDERATIONS

4.01 The CITY's annual financial obligation to the COUNTY shall be determined as detailed in the "Calculation of City's Annual Financial Obligation" (attached hereto and incorporated herein by this reference as Attachment B).

4.02 During each fiscal year (July I through June 30) the COUNTY shall prepare quarterly invoices, 30 days prior to the CITY's payment due dates, showing the CITY'S annual financial obligation, as stated in this Article 4, Financial Considerations, divided into four equal payments. The quarterly payments shall be payable by the CITY on September 30, December 31, March 31, and June 30. This payment schedule may be changed by the written mutual consent of both the City Manager of the CITY and the Fire Chief of the FIRE DISTRICT.

4.02.01 Should this Agreement be executed by both parties after August 31, 2005, the COUNTY shall invoice the CITY within 30 days of execution of this Agreement for any quarterly payments due as of the date of execution of this Agreement under this Article 4, Financial Considerations. If COUNTY provides services hereunder for less than a full quarter, CITY's financial obligations shall be prorated accordingly.

4.02.02 The CITY shall pay all quarterly invoices within 30 days of their issuance by the COUNTY to fulfill the CITY'S annual financial obligations pursuant to this Article 4, Financial Considerations. A late payment charge of two percent (2%) per month shall be added each month to the outstanding balance of any late payment (payment plus any accrued interest) that is received more than 30 days after the date that payment is due until such payment is paid in full.

4.02.03 Each CITY quarterly payment shall be in the form of a check, payable to the County of Los Angeles Fire Department, mailed to the Los Angeles County Fire Department, Post Office Box 54740, Los Angeles, CA 90054-

0740, or as otherwise directed in writing by the Fire Chief of the Los Angeles County Fire Department.

4.02.04 In order for the COUNTY to determine the CITY's annual financial obligation, the CITY shall provide the FIRE DISTRICT, Financial Management Division, with a copy of the CITY's adopted Resolution approving rate changes for CITY rental properties no later than 30 days prior to the scheduled invoice for the first quarterly payment for each fiscal year. If in any year the CITY does not adopt any changes in rental rates, then a zero percent (0%) rate will be factored into the CITY's 5-year rental rate percentage average (see Attachment B-I).

4.05 Should the CITY assist the COUNTY in generating additional revenue in the CITY through the COUNTY's marketing program or through a joint venture project between the CITY and the COUNTY, the CITY shall be credited one-half of the additional revenue generated (or at a percentage mutually agreed upon by the City Manager of the CITY and the Director of the Los Angeles County Department of Beaches and Harbors). Such credit shall apply toward the CITY'S annual financial obligation for the ensuing year (for example, additional marketing revenue generated in the 2004-05 fiscal year shall be credited to the CITY on its first quarterly invoice for the 2005-06 fiscal year due September 30, 2005). Additionally, while the COUNTY is contracting with the FIRE DISTRICT to provide services described herein, the COUNTY shall pay to the FIRE DISTRICT the amount credited to the CITY, which will apply towards the CITY'S financial obligation as described herein.

5. PUBLIC IMPROVEMENTS

5.01 The CITY shall provide the COUNTY with thirty (30) days' written notice prior to commencement of any work of public improvement on the BEACH being done by the CITY, its employees, agents, or contractors that will impact Lifeguard operation.

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Any regular and on-going activities involving rebuilding and removing of stairs, floats, and ramps for events that will not impact Lifeguard operations, are excluded.

5.02 The COUNTY shall not undertake any physical construction, alteration, or other work of public improvement on the BEACH without the prior written consent of the CITY.

6. SPECIAL EVENTS AND FILM PERMITS

The CITY agrees to give the ranking Ocean Lifeguard reasonable advance notice of any permit the CITY may issue for filming or other special events to be conducted by third parties within Avalon Harbor or on the BEACH. Any special events requiring Ocean Lifeguard coverage within the CITY shall be provided by the COUNTY at established COUNTY cost recovery rates, as provided by the Los Angeles County Department of Beach and Harbors.

7. COUNTY MARKETING PROGRAM

The CITY authorizes the COUNTY to continue to display marketing program sponsor or donor names, logos or other identification (collectively known as Name Identification), or their product Name Identification, on COUNTY tideboards, vehicles, uniforms, rescue boats, and any other lifeguard equipment or any other equipment or vehicle that is provided by the COUNTY pursuant to Article 2, **OBLIGATIONS OF THE COUNTY**, of this Agreement. Name Identification shall only be displayed on COUNTY equipment, vehicles, etc. that provide a public service. COUNTY equipment, vehicles, etc. may also bear Name Identification for companies (and their products) that directly support a COUNTY marketing program. The COUNTY shall not permit any Name Identification displays involving alcoholic beverage or tobacco-related products. The Name Identification rights granted to COUNTY to its exclusive marketing sponsors will be in effect on any beach the COUNTY provides services on behalf of the CITY. The COUNTY shall not display the name of any marketing program sponsor or donor, or the name of their products, on the BEACH under this Agreement in any fashion, other than as is described in this paragraph, without prior written approval from the CITY.

8. ASSIGNMENT

The COUNTY may assign, delegate, or transfer this Agreement, either in whole or in part, in its reasonable discretion, to the FIRE DISTRICT. The COUNTY may also assign, delegate, or transfer, either in whole or in part, this Agreement to any other agency with the prior written consent of the CITY. In the event of assignment, the assignee of the COUNTY shall have all rights and assume all the obligations of the COUNTY under this Agreement.

9. NOTICES

All written notices pursuant to this Agreement shall be addressed as set forth below and shall be personally delivered or sent through the United States mail, postage prepaid, and addressed to such persons and addresses as the parties may designate over the term of this Agreement. Upon the commencement of this Agreement, such notices shall be addressed as follows:

CITY: City Manager, City of Avalon
Post Office Box 707
Avalon, CA 90704

COUNTY: Fire Chief
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

10. INDEMNIFICATION

Neither party shall be liable for the negligent or wrongful acts of the other in the performance of this Agreement. CITY agrees to indemnify, defend, and hold harmless the COUNTY, the FIRE DISTRICT, and their agents, officers, and employees from any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, arising from the negligent or wrongful acts of CITY in the performance of this Agreement. COUNTY agrees to indemnify, defend, hold harmless the CITY, its agents, officers, and employees from any and all claims, demands, liabilities, and expenses,

including reasonable attorney's fees, arising from the negligent or wrongful acts of COUNTY in the performance of this Agreement.

11. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breath permitted by law.

12. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

13. ENTIRE AGREEMENT

This Agreement, constitutes the entire agreement between the COUNTY and the CITY for services to be performed, and may be modified only by further written agreement between the parties hereto. The non-enforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

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IN WITNESS WHEREOF, the City of Avalon, by action of its City Council, has caused this Agreement to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof on the day and year hereinbelow.

CITY OF AVALON

By _____
Mayor

Date 08-03-05

ATTEST:

CITY CLERK

By _____
City Clerk
Deputy

APPROVED AS TO FORM:

CITY ATTORNEY

By _____
City Attorney

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Date _____

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

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Attachment A

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), dated for reference purposes only as of, _____2005, is entered into by and between the CITY OF AVALON ("Donor"), and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, ("County").

RECITALS

A. The County of Los Angeles and Donor are entering into a new "Community Recreation Agreement for Paramedic and Lifeguard Services" of even date herewith ("Services Contract"). Donor, as part of the consideration for entering into the Services Contract is willing to donate and convey to County, real property for the purpose of constructing an approximately 4,500 square foot paramedic station and housing facility ("Paramedic Station").

B. Donor is the owner of approximately 2.63 acres of land identified as County Assessor's Parcel Number 7480-051-900, located in the City of Avalon, County of Los Angeles, State of California ("Civic Center") and has offered County, under the terms and conditions herein, a portion of Assessor's Parcel Number 7480-051-900, to create a subdivided parcel of land measuring approximately 7,700 square feet ("Donated Parcel") as described on Exhibit "A", attached hereto and incorporated herein by this reference. Donor has also offered County a nonexclusive easement in, on, over and across Donor's remainder real property as described on Exhibit "A-1", attached hereto and incorporated herein by this reference, for the benefit of, and as an appurtenance to, the Donated Parcel for the purposes of parking, vehicular/pedestrian ingress and egress, and installation, maintenance and repair of access rights-of-way and any utility service required for the development of the Donated Parcel ("Donated Easement"). The Donated Parcel and Donated Easement are hereinafter sometimes referred to collectively as the "Donated Parcel".

C. In the event that the County finds, in its reasonable discretion, that the real property described in Exhibit A is not acceptable for construction of the Paramedic Station, the Donor shall identify an alternative flat buildable lot site in the Civic Center, sufficient in size for the Paramedic Station, that Donor shall offer to the County for construction of the Paramedic Station on the terms and conditions set forth herein (the "Alternate Site"). Upon designation by Donor, the Alternate Site shall become the Donated Parcel under the terms of this Agreement.

Now, therefor, Donor and County agree as follows:

1. Option to Accept Donation.

1.01 Option. This Agreement shall constitute an offer and grant of an option by the Donor granting the County the exclusive right to accept the Donated Parcel, subject to the terms and conditions contained herein, for the period set forth herein (the "Option").

1.02 Option Term. This Option shall be exercisable by the County during a term commencing from the date of the execution of this Agreement, and terminating at 5:00 p.m. on the one (1) year anniversary date thereof (the "Option Term").

1.03 Right of Entry. Donor hereby also grants to the County, its agents and employees the right to enter upon the Donated Parcel during the Option Term for the purpose of conducting engineering surveys, soil tests, entitlement processes and any studies/reports to determine the Donated Parcel's suitability for the Paramedic Station and to affect the subdivision thereof.

1.04 Exercise of Option. Upon County's election to exercise the exclusive Option to accept the Donated Parcel, the parties hereto, pursuant to the California Government Code and other applicable law, will effectuate the transfer of the Donated Parcel in accordance with the terms and conditions of this Agreement.

1.05 Contingencies. County's exercise of its Option is subject to the following contingencies and conditions:

1.05.01 Approval of this Agreement by the County;

1.05.02 County's approval of the condition of the Donated Parcel for construction of the Paramedic Station; and

1.05.03 The Board of Supervisors adopting a Notice of Intention to accept the Donated Parcel and accepting the Donated Parcel.

1.06 Manner of Exercise of Option. Provided County is not in default hereunder and the conditions set forth in Section 1.05 of this Agreement have been satisfied, County may exercise its Option to accept the Donated Parcel by delivering written notice (pursuant to Section 10) to Donor prior to the expiration of the Option Term.

1.07 Rejection of Original Donated Parcel. In the event the County determines in its reasonable discretion that the Donated Parcel described in Exhibit A hereto is not acceptable for the construction of the Paramedic Station, or title thereto is not acceptable as provided in Section 2 hereof, County shall give Donor notice thereof pursuant to Section 10 hereof. Within thirty (30) days of receipt of County's notice, Donor shall identify and offer in writing the Alternative Site to County, and on the date of such offer, the Alternative Site shall be considered to be the Donated Parcel as defined and referred to in this Agreement. In the event the County finds that the new Donated Parcel is acceptable and exercises its option to accept same, the parties shall amend the exhibits attached hereto as appropriate to describe the Donated Parcel as accepted by County ("Amended Exhibits").

1.08 Continuing Negotiation. In the event County reasonably determines that the Alternative Site is not acceptable for construction of the Paramedic Station, Donor and County agree to proceed with good faith negotiations to resolve the County's need for office space, vehicle garaging, and housing for the lifeguard operation as set forth in the Services Contract.

2. Condition of Title to Transfer Property. The County will cause to be issued a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company ("Title Company") in an amount equal to the fair market value of the Donated Parcel. The County may request Donor's assistance in discharging, satisfying, releasing or terminating, as the case may be, of record, any exception to title. Donor agrees to use its best efforts in complying with such requests. County, in its discretion, may decline to accept transfer of title to the Donated Parcel if it cannot obtain a Title Policy subject only to those exceptions approved by County.

3. Form of Quitclaim Deed and Easement. Title to the Donated Parcel shall be conveyed by Donor to County as described in and by the quitclaim deed in substantially the form attached hereto as Exhibit "B" as it may be amended in the Amended Exhibits ("Quitclaim Deed"), and title to the Donated Easement shall be conveyed by Utility and Access Easement in substantially the form of Exhibit "A-1", as it may be amended in the Amended Exhibits, both duly executed and acknowledged by Donor, subject only to matters of record approved in writing by the County.

4. Condition of Donated Parcel. The County, as part of its investigative "due diligence" to satisfy the Government Code and County policy requirements and to determine the suitability of the Donated Parcel for the Paramedic Station has and/or will initiate, at its cost, the preparation of the following: (i) legal descriptions/maps and any other conditional necessities required to subdivide and create, the Donated Parcel (Donor agrees to cooperate with this process by executing required applications/forms); (ii) a preliminary title report; (iii) a Phase I

Environmental Site Assessment Report; (iv) Geotechnical Engineering Evaluation Report; and any other related studies/reports that may be necessary to complete the requirements of the Donated Parcel for governmental approval and to determine the suitability of the Donated Parcel for the development of the Paramedic Station.

5. Encumbrances. Donor agrees not to encumber the Donated Parcel or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title without providing prior written notification to County.

6. Escrow

6.01 Within ten (10) days after the exercise of the Option by County, the parties shall open an escrow ("Escrow") with Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, Attention: _____, ("Escrow Holder") selected by the County for the purpose of consummating this Agreement. The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.

6.02 Escrow Holder is authorized to:

6.02.01 Pay, and charge Donor, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Donated Parcel, except those which title is to be taken subject to and in accordance with the terms of this Agreement;

6.02.02 Pay, and charge County, for all of the title/escrow fees;

6.02.03 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and charge Donor. The tax amount charged will be made payable to the County Auditor-Controller's Office following the closing of Escrow. Any taxes which have been prepaid by Donor shall not be prorated, but Donor shall have the sole right, after the closing of Escrow, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

6.02.04 When all of the conditions of Escrow have been fulfilled by County and Donor, Escrow Holder is instructed to: (i) record documents of conveyance; (ii) deliver to County and Donor copies of the Escrow closing statements; and (iii) deliver to Donor and County any items or documents given to Escrow Holder to hold for County and/or Donor.

7. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Quitclaim Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing no later than ninety (90) business days following the exercise of the Option by the County. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary.

8. Obligations of County and Donor

8.01 County and Donor agree to cooperate with one another in satisfying the following terms, conditions, obligations and covenants contained in the Agreement:

8.01.01 County agrees, as a condition subsequent to the conveyance of the Donated Parcel, to design and construct, as a portion of the Paramedic Station, two separate male/female and handicapped accessible public restrooms with a single stall each. In exchange, Donor will be obligated at its sole cost, to provide while the Paramedic Station is operational: (i) janitorial services to the restroom facility; (ii) maintenance, repair, and replacement of plumbing and lighting fixtures, exposed plumbing, exposed electrical systems, interior walls, windows, floor covering and doors to the restroom facility; and (iii) with the exception of any condition caused or suffered by County employees, Donor will indemnify, defend and save harmless the County of Los Angeles and its Special Districts, including the County, their elected and appointed officers, employees, and agents from and against any and all liability, expense, defense costs, legal fees (including attorney and expert fees and costs) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Donor, its members, agents and invitees, operations and use of the restroom facility and the attraction caused by its operation which attracts third parties and members of the general public to this facility.

8.01.02 County agrees that it will accept title to the Donated Parcel subject to a covenant, placed in the body of the Quitclaim Deed, containing an "architectural style" clause, which states that the design, construction and landscaping materials selected for the development of the Paramedic Station on the Donated Parcel will reflect a similar style of architecture and construction as that utilized for the development in 2004-2005 of the Donor's Civic Center. Improvements on the Property to be developed for County purposes will conform to similar design, construction, and landscaping materials utilized by Grantor at its Civic Center complex.

8.01.03 Donor agrees that the County will not be obligated or required, to construct the Paramedic Station, until such time as funds are available for the construction and operation of the Paramedic Station.

8.01.04 Upon the completion of the construction of the Paramedic Station, if the County no longer intends to use the Donated Parcel for any public purpose and declares the Donated Parcel to be surplus to County needs, the County will provide prompt written notice to the Donor. The Donor will have the first right to purchase the Donated Parcel from the County under the following conditions: (i) Donor shall have no more than sixty (60) days from receipt of County's written notice to acknowledge in writing to County its intent to purchase the property; (ii) the purchase price shall be all cash and equal to the then fair market value of the Donated Parcel as improved, as determined by an appraisal prepared by an appraiser chosen by the County and agreed to by the Donor; (iii) the cost of the appraisal shall be paid equally (one half by each) by Donor and County and shall be completed within ninety (90) days from the date of Donor's notice of intent to purchase, and (iv) the purchase and sale shall be consummated within ninety (90) days from the date the appraisal is delivered to Donor. In the event Donor does not give notice of intent to purchase the property or does not purchase the property under the conditions set forth above, Donor will deliver a quit claim deed quit claiming the Donation Parcel to County upon request of County. This first right to purchase is not assignable or transferable and may only be exercised exclusively by Donor.

9. Possession. County shall be entitled to the exclusive right of occupancy to the Donated Parcel as of the Closing.

10. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County:

Fire Chief
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294

County of Los Angeles
Chief Administrative Office, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Carlos Brea

With a Copy to:

Office of County Counsel
Kenneth Hahn Hall of Administration, Room 648
500 West Temple Street
Los Angeles, California 90012
Attention: Kathleen Felice, Senior Deputy, County Counsel

To Donor:

City Manager, City of Avalon
Post Office Box 707
Avalon, California 90704

Notice shall be deemed given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section 10.

11. Donor's Representations and Warranties. Donor makes the following representations and warranties regarding the Donated Parcel and its ownership thereof. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

11.01 Power. Donor has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

11.02 Requisite Action. All requisite action has been taken by Donor in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or

administrative body, governmental authority or other party shall be required for Donor to consummate this transaction.

11.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Donor have the legal power, right and actual authority to bind Donor to the terms and conditions hereof and thereof.

11.04 Validity. This Agreement and all documents required hereby to be executed by Donor are and shall be valid, legally binding obligations of and enforceable against Donor in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

11.05 Violations. Donor has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.

11.06 Litigation. Donor has no present actual knowledge of any litigation pending or threatened against Donor on any basis therefor that arises out of the ownership of the Donated Parcel or that might detrimentally affect the Donated Parcel or adversely affect the ability of Donor to perform its obligations under this Agreement.

12. County's Representations and Warranties. In consideration of Donor entering into this Agreement and as an inducement to Donor to donate the Donated Parcel, County makes the following representations and warranties, each of which is material and is being relied upon by Donor and the truth and accuracy of which shall constitute a condition precedent to Donor's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

12.01 Power. County has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

12.02 Requisite Action. All requisite action has been taken by County in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or

administrative body, governmental authority or other party shall be required for County to consummate this transaction.

12.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of County have the legal power, right and actual authority to bind County to the terms and conditions hereof and thereof.

12.04 Validity. This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

13. Inspection of the Site

13.01 Donor agrees, that in addition to the existing right of entry agreement granted by Donor to County, it will continue to provide County and/or County's employees, representatives and agents with access to the Donated Parcel upon reasonable notice, to conduct any inspections County deems appropriate at any time prior to the Closing.

13.02 County shall not engage in any destructive testing during any inspection of the Donated Parcel, without the written consent of Donor.

14. Condition of Donated Parcel. County acknowledges that neither Donor, its agents, employees nor its other representatives have made any representations or warranties to County regarding any matter relating to the Donated Parcel, except as set forth in Section 11, including but not limited to the Donated Parcel's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Donated Parcel provided by Donor. County agrees that County is relying exclusively on County's own independent investigation of all such matters.

15. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Quitclaim Deed conveying the Donated Parcel to County.

16. Required Actions of County and Donor. County and Donor agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Donor and County.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

19. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others;(iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

23. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.

24. Delegation of Authority. County hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

25. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

26. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

27. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Donor, by action of its City Council, has caused this Agreement to be duly executed and the County Board of Supervisors, acting as the Board of Directors of the Consolidated Fire Protection District of Los Angeles County, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk, the day, month, and year first above written.

CITY OF AVALON

By _____
Mayor

Date 08-03-05

ATTEST:
DEPUTY
CITY CLERK

By _____

APPROVED AS TO FORM:

CITY ATTORNEY

By _____
City Attorney

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGEL[redacted]

By _____
Chair, Board of Supervisors

Date _____

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

F:Avalon/Donation Agm - Final

LIST OF EXHIBITS

A. LEGAL DESCRIPTION - "DONATED PARCEL"

A-1 UTILITY & ACCESS EASEMENT – "DONATED EASEMENT"

B. QUITCLAIM DEED - "DONATED PARCEL"

EXHIBIT "A"
LEGAL DESCRIPTION

To be replaced by legal descriptions for
donated parcel and easement when available

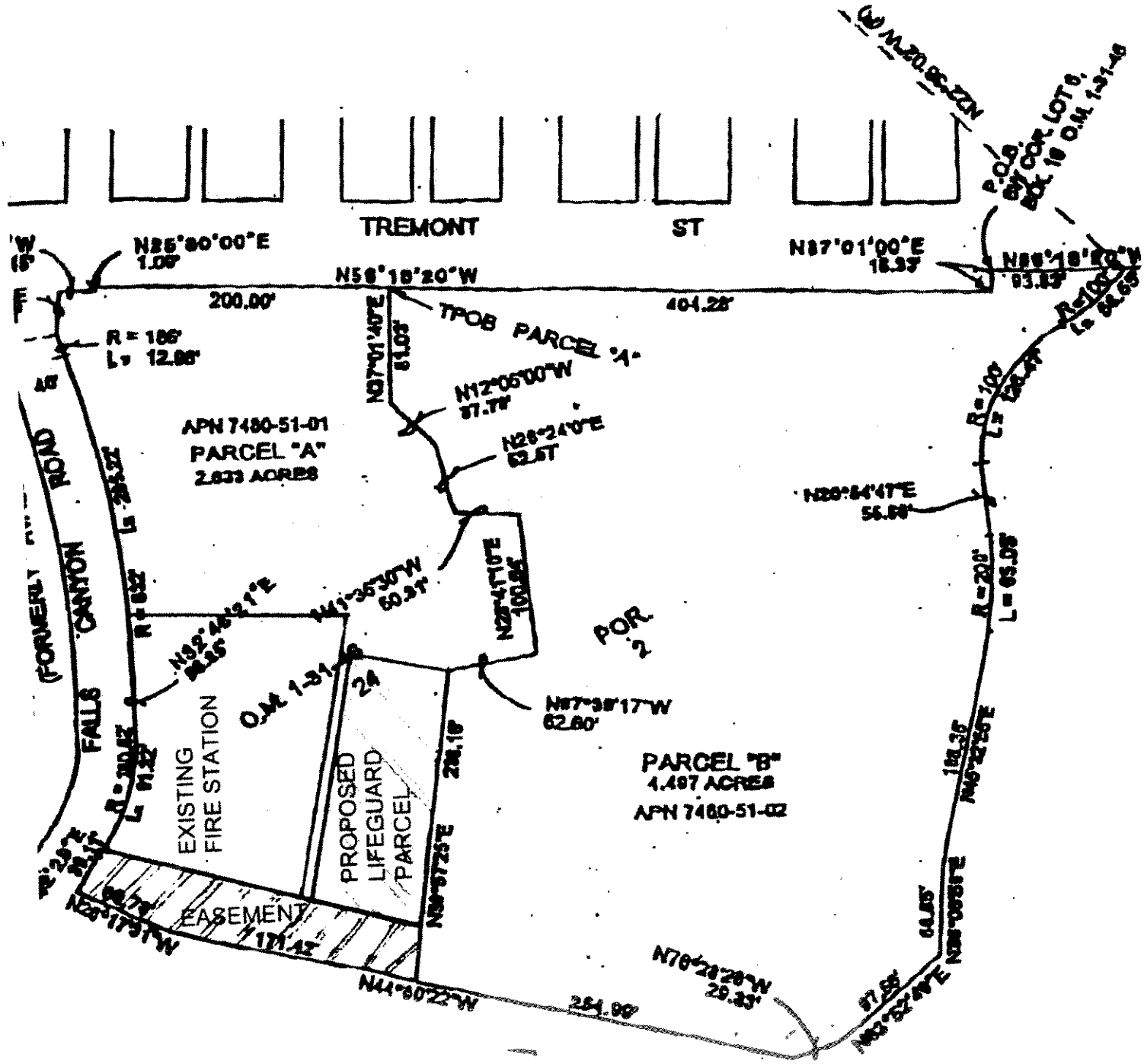

EXHIBIT "A-1"

RECORDING REQUESTED BY & MAIL TO *
County of Los Angeles *
Chief Administrative Office *
Real Estate Division *
222 South Hill Street, 3rd Floor *
Los Angeles, CA 90012 *
Attn: Chris Montana *

_____Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 7480-051-900 (portion)

UTILITY & ACCESS EASEMENT

The **CITY OF AVALON,** for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY,** hereinafter referred to as "Grantee", a nonexclusive easement in, on, over and across the real property located in the City of Avalon, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and by this reference made a part hereof as the "servient tenement," for the purposes of parking, vehicular/pedestrian ingress and egress, and installation, maintenance, and repair of access rights-of-way and any utility service required by Grantee for the development of a County facility on the real property described in Exhibit A as the "dominate tenement," and for no other purpose, subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

b. The provisions and conditions contained in the easement shall be binding upon Grantee, its successors and assigns.

c. A first right to purchase as set forth in Section 8.01.04 of the Donation Agreement dated _____, 2005, by and between the City of Avalon and Grantee.

Dated: _____

CITY OF AVALON

By: _____
Mayor

EXHIBIT "B"
QUITCLAIM DEED

RECORDING REQUESTED BY
COUNTY OF LOS ANGELES

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER 7480-051-900 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF AVALON, (hereinafter called "Grantor") does hereby surrender, quitclaim, and release to the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, (hereinafter called "County") the real property in the City of Avalon, County of Los Angeles, State of California, described in Exhibit "A" (hereinafter called the "Property") attached hereto and by this reference made a part hereof:

The conveyance of Property described in Exhibit "A" is hereby subject to the following conditions, covenants and restrictions:

a. All taxes, interest, penalties and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements of record, if any.
c. The design, construction and landscaping materials selected for the development of the Property will reflect a similar style of architecture and construction as that utilized for the development in 2004-2005 of the Grantor's Civic Center on Parcel Number 7480-051-900, located in the City of Avalon.
d. A first right to purchase as set forth in Section 8.01.04 of the Donation Agreement dated _____, 2005, by and between the Grantor and Grantee.

Dated _____

CITY OF AVALON

By _____
Mayor

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description shall be inserted upon completion

Attachment B

CITY OF AVALON
PARAMEDIC & LIFEGUARD SERVICES AGREEMENT

CALCULATION OF CITY'S ANNUAL FINANCIAL OBLIGATION

		A	B	C	D	E	F
	Year	Adjusted County Cost[1]	Plus 5-yr Average Index[2]	Add $3,500 per Year for 12 Years[3]	Subtotal (A + B + C)	Rent Credit[4]	City's Annual Financial Obligation (D + E)
1	2005-06	$ 307,936	$ 17,029	$ 3,500	$ 328,465	$ (15,621)	$ 312,844
2	2006-07	328,465	18,164	3,500	350,129	(16,011)	334,118
3	2007-08	350,129	19,362	3,500	372,991	(16,411)	356,580
4	2008-09	372,991	20,626	3,500	397,117	(16,821)	380,296
5	2009-10	397,117	21,961	3,500	422,578	(17,242)	405,336
6	2010-11	422,578	23,369	3,500	449,447	(17,673)	431,774
7	2011-12	449,447	24,854	3,500	477,801	(18,115)	459,686
8	2012-13	477,801	26,422	3,500	507,723	(18,568)	489,155
9	2013-14	507,723	28,077	3,500	539,300	(19,032)	520,268
10	2014-15	539,300	29,823	3,500	572,623	(19,508)	553,115
11	2015-16	572,623	31,666	3,500	607,789	(19,996)	587,793
12	2016-17	607,789	33,611	3,500	644,900	(20,496)	624,404
13	2017-18	644,900	35,663	- 0 -	680,563	(21,008)	659,555
14	2018-19	680,563	37,635	- 0 -	718,198	(21,533)	696,665
15	2019-20	718,198	39,716	- 0 -	757,914	(22,071)	735,843
16	2020-21	757,914	41,913	- 0 -	799,827	(22,623)	777,204
17	2021-22	799,827	44,230	- 0 -	844,057	(23,189)	820,868
18	2022-23	844,057	46,676	- 0 -	890,733	(23,769)	866,964
19	2023-24	890,733	49,258	- 0 -	939,991	(24,363)	915,628
20	2024-25	939,991	51,982	- 0 -	991,973	(24,972)	967,001
21	2025-26	991,973	54,856	- 0 -	1,046,829	(25,596)	1,021,233
22	2026-27	1,046,829	57,890	- 0 -	1,104,719	(26,236)	1,078,483
23	2027-28	1,104,719	61,091	- 0 -	1,165,810	(26,892)	1,138,918
24	2028-29	1,165,810	64,469	- 0 -	1,230,279	(27,564)	1,202,715
25	2029-30	1,230,279	68,034	- 0 -	1,298,313	(28,253)	1,270,060

[1] The 2005-06 Adjusted County Cost will be set at $307,936 ($253,068 FY 2004-05 Payment, plus $40,000, plus $14,868 Rent Credit -- in previous years, a rent credit for office/dock space had been included in the Adjusted County Cost; in 2005-06, the rent credit will no longer be included in the Adjusted County Cost since it becomes a line item (column E)). For FY 2006-07 and each year thereafter, the Adjusted County Cost shall be the amount reflected as the preceding year's Subtotal (column D).

[2] An annual cost increase of 5.53% is used for illustrative purposes only. Each year a 5-year average percentage increase in costs will be calculated using the most recent 5-year period as shown on the attached Attachment B-I - COUNTY ADJUSTED COST COMPONENT. The newly updated average will be applied to the preceding year's "Subtotal" (column D), which is carried over as the current year's County Adjusted Cost.

[3] The Actual County Adjusted Cost for 2004-05 is $350,910 (see Attachment B-II), more than $82,000 above the City's actual payment for 2004-05. As reflected in the County Adjusted Cost for 2005-06, the City will pay $40,000 over the amount it paid in 2004-05; additionally, the City will cumulatively increase its payment by $3,500 a year for 12 years to reach parity with the Actual County Adjusted Cost formula.

[4] The City provides office space, utilities, a boat slip, and a mooring pursuant to paragraph 3.03(a) and (b) of the Community Recreation Agreement for Paramedic and Lifeguard Services. The Rent Credit for FY 2005-06 shall be set at $15,621. For illustrative purposes, an annual rental increase of 2.5% is used for 2006-07 and thereafter. The actual increase each year will be based upon a 5-year rolling average of the actual percentage change in rental rates as annually adopted by the City of Avalon for similar facilities using the most recent 5-year period as shown in Attachment B-I, RENT CREDIT COMPONENT.

Attachment B-I

CITY OF AVALON
PARAMEDIC & LIFEGUARD SERVICES AGREEMENT

EXAMPLE FOR CALCULATING THE
FIVE (5) YEAR AVERAGE PERCENTAGE CHANGE OF ACTUALS

(1) **COUNTY ADJUSTED COST COMPONENT:**

Fiscal Year	Adjusted Actual Cost*	% Increase from Previous Year
2004-05	$350,910	6.00%
2003-04	$331,047	9.26%
2002-03**	$302,987	5.45%
2001-02**	$287,330	2.85%
2000-01**	$279,371	4.08%
1999-00**	$268,430	
Five (5) Year Average:		5.53%

(2) **RENT CREDIT COMPONENT:**

Fiscal Year	% of Rent Increase
2005-06	2.50%
2004-05	2.50%
2003-04**	4.30%
2002-03**	2.80%
2001-02**	1.60%
Five (5) Year Average:	2.74%

(1) **COUNTY ADJUSTED COST COMPONENT**: The County's Adjusted Cost to Provide Lifeguard and Paramedic Services to the City, as shown in Attachment II, will be updated annually so that the average reflects the five most recent annual percentage cost increases. For example, the calculation for the 5-year average to be applied in 2006-07 would include the County's Actual Adjusted Costs to Provide Lifeguard and Paramedic Services from 2000-01 thru and including 2005-06.

(2) **RENT CREDIT COMPONENT**: The City of Avalon annually adopts rate increases by ordinance. The 5-year rolling average will be updated each year to include the current year's percentage rate change as adopted by the City of Avalon. For example, the calculation for the 5-year average applied in 2006-07 would include percentage rate increases from 2002-03 thru and including 2006-07.

* Excludes the City Credit for dock space, office and utilities provided by the City of Avalon that had been a credit included in the Adjusted Actual Cost for these fiscal years.

** Actual not available - CPI is used in calculation.

Attachment B-II

CITY OF AVALON
PARAMEDIC & LIFEGUARD SERVICES AGREEMENT

ADJUSTED ACTUAL COST
FOR LIFEGUARD AND PARAMEDIC SERVICES
(TO BE UPDATED ANNUALLY TO REFLECT CURRENT COSTS)

Fiscal Year 2004-05:

(1) Lifeguard Operation on Beach

	2,945	Hours
$	16.61	Salary @ State Rate for Lifeguard
$	48,916.45	
$	4,891.65	Employee Benefits (10%)
$	53,808.10	Cost apportioned to Avalon

(2) Baywatch Operation

Ocean Lifeguard Specialist	2.4	
Annual Salary, with EB/bonuses	$129,245	
		$310,188
Rescue Boat Captain	1.4	
Annual Salary, with EB/bonuses	$170,766	
		239,072
Senior Rescue Boat Captain	1.0	
Annual Salary, with EB/bonuses	$180,272	
		180,272
		$729,532
Overhead (35.75%)		260,808
TOTAL COST AVALON BAYWATCH		**$990,340**

Costs Apportioned to City of Avalon

Total Fire Department Cost for Avalon Baywatch	$990,340
City Share of Avalon Baywatch	30% (3)
City Base Cost for Avalon Baywatch	$297,102
City Cost for Lifeguard Operation on Beach	53,808
ADJUSTED ACTUAL COST	**$350,910**

(1) California State Park's Department rate for ocean lifeguards (1st Step, Range A) used for the hourly salary rate for the Lifeguard Operation on Beach. Employee benefits charged at a set 10%.

(2) County of Los Angeles rates (salary, employee benefits, and overhead) used to calculate costs for the Baywatch Operation.

(3) Based on the percentage of Avalon Baywatch's total responses that are within the City.