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

July 11, 2006

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:

REQUEST FROM THE CITY OF MONTEBELLO FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY TO PROVIDE A PROPOSAL FOR FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES (1st District) (3 VOTES)

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

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

2. Approve and instruct the Mayor to sign the attached three originals of the Agreement.

3. Direct the Fire Chief of the District to prepare a Proposal for Services for the City, at a cost to the City of $6,500, and submit the proposal to the Board for review and approval prior to transmittal to the City.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The City has requested that the District undertake this study to analyze the feasibility of annexing the City to the District.

This proposal process is in accordance with your Board's order of October 26, 1976, relating to city annexations to the District.

Implementation of Strategic Plan Goals

The preparation of a Proposal for Services for the City addresses Goal No. 1: "Service Excellence" of the County's Strategic Plan which guides us to "Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

The attached agreement, as executed by the City, provides for payment to the District of $6,500 for preparation of a study to determine the feasibility of the City annexing to the District. Should the City and the District agree to enter into subsequent negotiations for an annexation agreement, the attached agreement provides for a gratis 120-day initial negotiation period and a fee of $6,500 for each subsequent 120-day negotiation period to compensate the District for the expenditure of staff time. Should the City subsequently annex to the District, a maximum of $13,000 of negotiation fees would be credited to the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved this agreement as to form. On April 26, 2006, the Montebello City Council approved the attached agreement and authorized their City Manager to sign on their behalf.

IMPACT ON CURRENT SERVICES

Preparation of this proposal will have no impact on current services.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

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

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return two (2) executed originals and two (2) copies of the Agreement for Report for Fire Protection, Paramedic, and Incidental Services to the District. The District will forward one executed original Agreement to the City of Montebello for their records.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:cn

Enclosures

c: Chief Administrative Officer
County Counsel

AGREEMENT FOR REPORT FOR FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES

This Agreement for Report for Fire Protection, Paramedic, and Incidental Services (collectively, "services") is made and entered into this _____ day of _____, 2006, by and between the Consolidated Fire Protection District of Los Angeles County and the City of Montebello.

RECITALS:

WHEREAS, the City of Montebello, hereinafter referred to as "City," is interested in receiving fire protection, paramedic, and other incidental services from the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District;" and

WHEREAS, the City has requested that the District prepare its report for the provision of services within the City; and

WHEREAS, an aspect of providing such services by the District is the evaluation and transfer of qualifying City personnel to District employment; and

WHEREAS, annexation of a city to the District is authorized by the Fire Protection District Act of 1987, Section 13810 of the California Health and Safety Code, and the District contracting with a City to provide such services to a City is authorized under Section 13878 of the California Health and Safety Code, and the parties are interested in considering and studying City annexing to the District.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The District shall submit a written report (report) to the City regarding matters described under subparagraphs (a) through (g) herein below.

a. Evaluate the present fire protection and paramedic services of the City, their related costs to the City, and the fire insurance ratings which are applied to the City.

b. Describe and compare with the present City services those services which the District would provide within the City.

c. Measure the cost differences to the City and changes in the fire insurance ratings that may result from the provision of services to the City by the District.

d. Describe the financial and operational impacts on the City from the City annexing to the District.

e. Present recommendations relating to the disposition of all equipment and facilities utilized by the City in its fire protection activities.

f. Describe the proposed operations of the District within the City, including types of responses to specific alarms, intended staffing and utilization of equipment within the City, fire prevention activities, dispatching systems, support services, and the investigations of fire causes.

g. Explain the qualifications and procedures for transfer of City personnel to District employment.

2. The District shall perform its reporting duties hereunder in its reasonable discretion and shall not be under the direction of the City as to the manner in which it shall prepare and supply the report, except that the District shall supply the report fully and expeditiously as described in paragraph 1 hereof so long as City complies with paragraphs 3 and 4 hereof.

3. The City shall cooperate with the District by furnishing all personnel necessary for the liaison with the District and shall make available (i) all City records for inspection by the District and (ii) City personnel for interview, consultation, and discussion as the District may from time to time request. The City shall disclose to the District any and all material facts about the City and/or its Fire Department that could materially affect District's report or its decision to negotiate for the District providing services to the City.

4. The City shall further assemble, process, and provide to District all records and data in its possession as requested from time to time by the District for the purpose of this agreement.

5. The City shall pay the costs incurred by the District in performing the services herein above mentioned, or incidental thereto, in the amount of six thousand five-hundred dollars ($6,500) within thirty (30) days of invoice from District.

6. After receipt of the report by City and upon written request from City, the District may enter into negotiations with the City for the District providing services to the City. For the first one hundred and twenty (120) days of negotiations, there will be no charge to City. After the initial one hundred and twenty (120) day negotiation period, City shall pay to District, within thirty (30) days of

invoice from District six thousand five-hundred dollars ($6,500) for every one hundred and twenty (120) calendar days, or any portion thereof, of negotiations.

7. If City annexes to District, a maximum of thirteen thousand dollars ($13,000) in fees paid for negotiations will be credited to the City's first year annual fee for service. No other fees or costs incurred by City associated with negotiations or the report preparation will be credited to City.

8. If, subsequent to distribution of the report, negotiations for the District providing services to the City are commenced between the parties, and medical examinations and background investigations related to the transfer of City personnel to District employment are administered by District, and through action of the City no annexation of the City to the District for fire protection, paramedic, and incidental services occurs, the City agrees that upon demand it shall also pay for all costs incurred by the District in administering the medical examinations and background investigations of City personnel. The cost of such medical examinations and background investigations shall be established by the Auditor-Controller of the County of Los Angeles.

9. This Agreement may be terminated at any time by either party thereto by the giving of at least thirty (30) days' written notice of such termination to the other party; such termination shall not affect the right of the District to receive prorated compensation for any work done pursuant to this agreement up to the time of such termination date.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Michael D. Antonovich
Mayor, Board of Supervisors

CITY OF MONTEBELLO

By _____
Richard Torres
City Administrator

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

By _____
Deputy City Clerk

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

By _____
City Attorney

LB:LaHabraAgreement.doc