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 4, 2007

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:

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CALABASAS WITH RESPECT TO THE COUNTY OF LOS ANGELES DEVELOPER FEE PROGRAM FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT (3RD DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Joint Exercise of Powers Agreement is exempt from the California Environmental Quality Act (CEQA) as it has no potential for causing a significant effect on the environment (CEQA Guidelines Section 15061(b)).

2. Adopt the attached Joint Exercise of Powers Agreement between the County of Los Angeles and the City of Calabasas (City) in which the County and City jointly agree to exercise the power to levy the Developer Fee in the City, and the City authorizes the Los Angeles County Board of Supervisors to conduct all proceedings in connection with the levy of the fee, and any modification of the fee amount, within the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1990, your Honorable Board adopted a resolution establishing a County of Los Angeles Developer Fee Program for the benefit of the Consolidated Fire Protection District of Los Angeles County (District) to fund the acquisition, construction, improvement, and equipping of fire station facilities in urban-expansion areas of the District (Areas of Benefit). Any annual adjustments to the Developer Fee Program are adopted by your Board for unincorporated areas after a public hearing. Your Board's actions affect unincorporated areas only; the District works with cities within the Areas of Benefit to subsequently adopt the same annual adjustments in their cities as were adopted by the County in unincorporated areas.

The City of Calabasas was within an Area of Benefit prior to incorporation. As a condition of incorporation, the City was required to continue the Developer Fee Program since it chose to remain part of the District for its fire protection services. While the City adopts the same adjustments implemented within unincorporated areas, these adjustments typically occur several months from the effective date of the update in unincorporated areas as the City must hold its own noticed public hearing in order to update the fee within the City.

The City of Calabasas has requested that the County of Los Angeles update the Developer Fee Program within the City when the program is updated in the unincorporated areas and, via the Joint Powers Agreement, is granting the County authority to conduct all proceedings in connection with the levy of the fee. This would eliminate the City's need to hold a separate public hearing to adopt the same adjustments adopted by the Board for the unincorporated areas and would enable the simultaneous update of the Developer Fee in both the unincorporated areas and the City.

Implementation of Strategic Plan Goals

The Joint Exercise of Powers Agreement with the City of Calabasas to authorize the Board of Supervisors to update the Developer Fee Program within 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

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Developer Fee Program was implemented in the unincorporated Calabasas area in September 1990 pursuant to Chapter 22.68 of the Los Angeles County Code. At the time of the City's subsequent incorporation in 1991, a condition of incorporation was placed on the City by the Local Agency Formation Commission that the City continue the Developer Fee Program within its boundaries.

To implement this condition, on March 26, 1991, the City and the District entered into an agreement for, among other things, developer fee participation by the City. On August 22, 1995, the City and District entered into an amended agreement for supplemental fire protection services wherein the District agreed to discontinue the City's obligation to pay to the District a wildland protection fee so long as the City continues the Developer Fee Program.

Through the Joint Exercise of Powers Agreement, which is authorized by Government Code Section 6500 et seq., the City authorizes your Honorable Board to exercise any power with respect to the levy, collection, and administration of the fee within the City which would otherwise be exercisable by the City Council, including conducting proceedings in connection with the levy of the fee and any modification of the amount of the developer fee imposed within the City.

The City Council of the City of Calabasas approved the Joint Exercise of Powers Agreement on June 6, 2007. County Counsel has approved the Joint Exercise of Powers Agreement as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The authority of your Board to update the Developer Fee within the City at the same time as in the unincorporated areas of the Developer Fee Area of Benefit 1 would streamline the process of updating the Developer Fee. This would effectuate a more timely adjustment to the Developer Fees collected within the City.

ENVIRONMENTAL

This action is exempt from CEQA pursuant to Section 15061 (b) of the California Environmental Quality Act guidelines developed by the State Office of Planning Research as it has no potential for causing a significant effect on the environment.

CONCLUSION

Upon approval of the Joint Exercise of Powers Agreement, please instruct the Chairman to sign the Agreement in triplicate and the Executive Officer of the Board to return two (2) fully executed originals of the agreement along with two copies of this letter to the Consolidated Fire Protection District. We will forward one fully executed original to the City for their records.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:lb

Attachment

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CALABASAS WITH RESPECT TO THE COUNTY OF LOS ANGELES DEVELOPER FEE PROGRAM FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, _____, pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*) (the "Act"), as now or hereafter amended, by and between the City of Calabasas, a general law city and municipal corporation (the "City") and the County of Los Angeles, a California County (the "County").

WITNESSETH

WHEREAS, the Consolidated Fire Protection District of Los Angeles County (the "District") provides fire protection and paramedic services throughout the City and unincorporated areas of the County; and

WHEREAS, the District has determined that development in its Malibu/Santa Monica Mountains Service Area, which is the Developer Fee designated Area of Benefit 1 (Area of Benefit), which includes both the City and unincorporated areas of the County, necessitates the acquisition and construction of additional fire stations and other facilities by the District within the Service Area; and

WHEREAS, pursuant to Chapter 22.68 of the Los Angeles County Code, the County levies a developer fee in unincorporated portions of the Area of Benefit for the benefit of the District (the "Fee"); and

WHEREAS, prior to the incorporation of the City, the County levied the Fee in the unincorporated territory that is now the incorporated area of the City; and

WHEREAS, as a condition of its incorporation, the City continues to levy the Fee with respect to development within the City; and

WHEREAS, the Act permits the City and the County to enter into agreements to jointly exercise powers common to the City and the County; and

WHEREAS, the City and the County desire to simplify annual adjustments of the Fee in compliance with the requirements of the Mitigation Fee Act (Government Code Section 66000 *et seq.*) (the "Mitigation Fee Act");

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, it is hereby agreed by the parties hereto as follows:

1. Joint Exercise of Power. The City and the County agree to jointly exercise the power to levy the Fee. Except as specifically excluded herein, the City

Council of the City authorizes the Los Angeles County Board of Supervisors to exercise any power with respect to the levy, collection and administration of the Fee within the City that would otherwise be exercisable by the City Council.

2. Responsibilities of County.

A. The County will conduct all proceedings in connection with the levy of the Fee for the benefit of the District (and any modification of the amount of the Fee) within both the City and unincorporated portions of the Area of Benefit, including any proceedings required by the Mitigation Fee Act or other law.

B. The County will take all actions necessary to comply with the Mitigation Fee Act and other laws with respect to the Fee (as levied both within the City and within unincorporated areas of the Area of Benefit), including the preparation, consideration and approval of any report required by the Mitigation Fee Act.

C. Prior to any update to the Fee, the County or District officials responsible for the implementation and calculation of the Fee will provide the City with the proposed Developer Fee Detailed Fire Station Plan which details the facilities to be funded with Developer Fee revenue within the next five years, the Developer Fee revenue amounts budgeted and anticipated expenditures and, at the request of the City, will meet with the City Manager of the City or his or her designee to discuss the City's fire suppression needs. The County will consider input from the City in good faith when developing the work plan that supports the Fee and when considering use of Fee proceeds.

D. At least 15 days before any hearing of the County Board of Supervisors with respect to the Fee and at least 15 days prior to the adoption by the County Board of Supervisors of the proposed Developer Fee Detailed Fire Station Plan, the District will provide the City with notice of such hearing.

3. Responsibilities of City. The City will not issue any building permit to an applicant until the applicant provides satisfactory evidence that he or she has made payment of then-applicable Fee directly to the District or has provided an in-kind contribution acceptable to the District in lieu of Fees.

4. Limitation on Delegation. The parties agree that the Fee amount imposed in the City will be the same as the Fee amount imposed in the unincorporated areas within the Area of Benefit.

5. Defense and Indemnification. In the event of a suit, claim, or action brought by any person or entity challenging the District's use of the Fees, or arising out of the wrongful acts of the County in the establishment of the Fee amount or the imposition of the Fee, the County will indemnify and hold the City harmless for any refunds of the Fee ordered by any competent court or other entity for so long as the District continues to collect the Fee within the City.

6. Effectiveness and Termination. This Agreement shall be effective upon its execution and shall continue indefinitely unless terminated pursuant to this Section. This Agreement is terminable as of July 1st of any year upon 90 days' written notice given by either party. Termination of this Agreement will not terminate the City's obligation to continue to participate in the Developer Fee program which obligation remains a condition of City's incorporation.

7. General Provisions.

A. Notices. Any notices required by or given pursuant to this Agreement shall be in writing and shall be delivered as follows:

If to the City: City Manager
City of Calabasas
26135 Mureau Road, Suite 200
Calabasas, CA 91302

If to the County: Fire Chief
Los Angeles County Fire Protection District
1320 North Eastern Avenue
Los Angeles, CA 90063

Either party may change its address for notice under this Agreement by giving notice to the other party as required herein of that change of address.

B. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

C. Headings. The paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

D. Amendments. This Agreement may be amended by a writing signed on behalf of both parties.

E. Enforcement. Each Party is hereby authorized to take any or all legal or equitable actions, including but not limited to suits for injunction and specific performance, necessary or permitted by law to enforce this Agreement.

F. Severability. Should any part, term or provision of this Agreement be found by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the City of Calabasas, by order of the City Council, has caused this Agreement to be subscribed by the Mayor of the City and attested by the City Clerk of the City and the County of Los Angeles, by order of its Board of Supervisors, has caused the Agreement to be subscribed by the Chairman of the Board of Supervisors and attested by the Clerk of the Board of Supervisors.

CITY OF CALABASAS

By James R. Bozajian
Mayor

ATTEST:

By Robin Parker
City Clerk

(SEAL)

APPROVED AS TO FORM:

By Lawrence G. Pennell
City Attorney

BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

By Zev Yaroslavsky
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI, EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS

By
Deputy

(SEAL)

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

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

By
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By
Deputy

76335

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

/users/planning/Calabasas/JPA Developer Fee Final

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