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

November 18, 2008

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

Dear Supervisors:

REQUEST FOR APPROVAL OF FIRE ROAD MAINTENANCE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF GLENDALE (5th DISTRICT) (3 VOTES)

SUBJECT

Renewal of the Fire Road Maintenance Agreement (Agreement) between the Consolidated Fire Protection District (District) and the City of Glendale (City) will allow the District to continue to maintain certain fire roads located in the City that are necessary to check and prevent the spreading of brush fires. The Agreement also authorizes the District to perform additional non-routine maintenance work as requested by the City on a reimbursement basis.

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

1. Find that this Agreement is exempt from the California Environmental Quality Act.

2. Approve and instruct the Chair of the Board to sign the attached Agreement between the District and the City effective upon Board approval and remaining in effect until terminated by either party.

3. Authorize the Fire Chief of the District to approve Fire Road Maintenance Agreements with other cities when maintenance of the fire roads benefit the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The previous Agreement between the District and the City as approved by your Board on September 2, 1997 (No. 70981) expired on June 30, 2007. Renewal of the agreement will allow the District to continue maintaining certain fire roads needed for wildland fire prevention and control within the City's rural areas. During brush fires, the District and other fire service agencies would utilize these fire roads for moving personnel and equipment through the area, and as fire control and containment points in the event of wildland fire. The District's maintenance of the fire roads is consistent with the County Charter which assigns the construction and maintenance of fire lanes to the District, subject to Board order.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Goal No. 1, "Service Excellence," of the County Strategic Plan which guides us to "Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

Routine road maintenance for certain fire roads will be done on an annual schedule with the District's existing personnel and equipment at no additional cost to the District. For any additional non-routine maintenance work as requested by the City, the District will be reimbursed for its actual costs based upon the current rates approved by the Auditor-Controller.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Charter Section 24 1/3(d) assigns the construction and maintenance of fire lanes or breaks wherever proper and necessary to the Fire Department, subject to Board order.

The City of Glendale approved the Agreement on September 30, 2008. This Agreement will be effective upon execution by your Board and will remain in effect until terminated by either party. Termination requires at least a 30-day written notice.

County Counsel has approved this Agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Agreement authorizes the District to continue to perform routine road maintenance for certain fire roads in the City as part of the District's annual maintenance program. The maintenance of these fire roads is critical to the District's operations and is a natural extension of our road maintenance program.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines because it provides for the repair and maintenance of existing roads, including road grading, that are essential to public safety.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return two (2) adopted copies of the Minute Order and/or this approved letter; and one (1) executed original Agreement and two (2) copies of the Agreement.

The District will return the original Agreement to the City per the City's request.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:kc

Attachments

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

Notice of Exemption

Appendix E

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

☒ County Clerk
County of Los Angeles

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

Project Title: Fire Road Maintenance Agreement between the Consolidated Fire Protection District of Los Angeles County (District) and the City of Glendale (City).

Project Location - Specific: Certain Fire Roads within the City of Glendale

Project Location - City: Glendale **Project Location - County:** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:

This Agreement will allow the District to maintain certain fire roads needed for wildland fire prevention and control within the City's mountain areas that have been established as mutual assistance areas. District will be reimbursed for its actual costs for any additional non-routine maintenance work as requested by the City.

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

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

Exempt Status: (*check one*)

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

Reasons why project is exempt: Pursuant to Section 15301(c), this project is not subject to CEQA because it provides for the repair and maintenance of existing roads, including road grading, that are essential to public safety.

Lead Agency Contact Person: Kien Chin Area Code/Telephone/Extension: 323 - 881-2404

If filed by applicant:

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

Signature: Frank Vidales Date: 10-20-08 Title: Chief, Forestry Division

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

☒ Signed by Applicant

Revised October 1989

FIRE ROAD MAINTENANCE AGREEMENT

between the

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and the

CITY OF GLENDALE

THIS AGREEMENT, is made and entered into this 18TH day of NOVEMBER, 2008, by and between

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereinafter "DISTRICT"),

and

CITY OF GLENDALE, by and through its Fire Department (hereinafter "CITY"), with reference to the following:

WHEREAS, certain mountain areas have been established as mutual assistance areas by the DISTRICT and CITY; and

WHEREAS, the mountain areas in the CITY can be accessed by certain fire roads; and

WHEREAS, the DISTRICT may need to use those fire roads for wildland fire prevention and control; and

WHEREAS, it would be of mutual benefit to both parties to have the DISTRICT maintain those fire roads and provide other related work.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

The term of this Agreement shall commence upon the first date above written and shall continue until terminated by either party. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party.

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2. DISTRICT SERVICES

The DISTRICT shall:

A. Maintain and perform routine maintenance and perform additional non-maintenance work for the fire roads, culverts and road segments as provided herein below in paragraphs 4, 5, and 6 and as identified in Exhibit A of this Agreement, subject to annual review by both parties.

B. Attend formal meetings and informal consultations with CITY on an as-needed basis to discuss and agree on needed actions regarding the fire roads, culverts, road segments and related work identified herein.

3. DIVERSION OF RESOURCES

CITY recognizes and agrees that the DISTRICT may need to divert resources from CITY fire road work projects at anytime. Therefore, DISTRICT, in its sole discretion, reserves the right to stop, delay or postpone fire road maintenance work for CITY in order to utilize its resources on emergency assignments, priority DISTRICT projects, and any emergency situation affecting the DISTRICT or the County as a whole. As such emergency assignments and projects are completed, DISTRICT shall use its good faith efforts to complete CITY work projects in an expeditious manner thereafter.

4. FIRE ROADS

The fire roads and segments of roads which shall be maintained by the DISTRICT are identified on Exhibit A which is attached hereto and incorporated herein by this reference. Additional roads or road segments may be serviced as weather and fire conditions require, and routine maintenance shall be performed at the sole discretion of DISTRICT representative. Exhibit A may be modified, as needed, by mutual agreement between the DISTRICT and CITY by adding or removing roads, or road segments, or by altering the

description of a road, or road segment, to provide proper identity and description. The Fire Chiefs of the DISTRICT and CITY Fire Department, respectively, or their respective designees, are authorized to mutually approve any revisions to Exhibit A.

5. MAINTENANCE OF FIRE ROADS

Routine maintenance is limited to fire roads identified on Exhibit A and described in Paragraph 4 hereinabove and shall consist of one complete grading operation per fiscal year, July 1 through June 30, including as-needed manual brush clearance, no less than ten (10) feet on both sides of the graded road surface, all as determined by DISTRICT in its sole discretion. This routine maintenance shall not take place during any County-wide emergency or during the annual fire season. Actual dates shall be determined annually by mutual agreement among the parties' representatives. Routine maintenance will be done by DISTRICT at no cost to the CITY.

6. ADDITIONAL NON-MAINTENANCE WORK

A. In the event CITY desires additional non-maintenance work to be performed by the DISTRICT, for example, the repair of storm-caused washouts or damaged culverts (hereinafter "additional work"), the CITY shall submit a written request to the DISTRICT Fire Chief describing the location and the additional work desired.

B. Prior to performing any additional work for CITY, the DISTRICT shall submit a written statement to CITY indicating therein the additional work to be performed and an estimate of the cost utilizing the rates specified in Exhibit B attached hereto and incorporated herein as part of this Agreement. The rates in Exhibit B are determined by the DISTRICT and approved annually by the DISTRICT's Auditor-Controller. Said written statement shall be subject to the advance written approval of the CITY. The DISTRICT shall proceed upon receipt of written approval of the written statement of

work by CITY. The CITY shall not be obligated to pay any invoice amount which exceeds 10% of an estimated job cost approved by CITY, as stated herein, unless CITY approves such excess amount.

C. If DISTRICT determines that the additional work cannot be completed within the estimated job cost plus 10%, DISTRICT shall notify the City in writing of the increased costs and request written authorization to continue additional work, providing CITY with a revised statement of additional work and estimate of costs. DISTRICT shall proceed with additional work upon receipt of CITY's written approval of the revised statement of work and estimate of increased costs within thirty (30) days.

7. CHANGE IN LABOR AND EQUIPMENT RATES

The rates in Exhibit B shall be revised annually to reflect the new labor and equipment rates established by the DISTRICT and approved by the DISTRICT's Auditor-Controller.

8. MATERIALS, SUPPLIES, EQUIPMENT, PERSONNEL

The DISTRICT shall provide necessary construction materials, equipment, equipment maintenance, and personnel for the performance of services by DISTRICT under this Agreement.

9. REQUEST FOR PAYMENT

The DISTRICT shall, within 60 days of the completion of additional work, submit an invoice to the CITY requesting payment for the completed additional work to the following address:

Glendale Fire Department
421 Oak Street
Glendale, CA 91204
Attention: Fire Chief

Requests for payment shall identify the written approval, road(s), or road segments serviced, work hours, rates, and total dollar amount. CITY shall reimburse DISTRICT within thirty (30) days of date of the invoice. CITY shall send payments referencing the DISTRICT's invoice number to the DISTRICT at the following address:

Consolidated Fire Protection District of Los Angeles County
P.O. Box 54740
Los Angeles, CA 90054-0740

10. CITY'S OBLIGATION

A. The CITY shall reimburse the DISTRICT for its actual costs of providing additional work as stated on the DISTRICT's invoice.

B. In the event of additional work required as the result of storm damage, the CITY and DISTRICT will mutually agree in writing on the amount to be paid the DISTRICT, which will be approved by the CITY in writing for the repair of the storm damage repairs. The CITY shall reimburse the DISTRICT within thirty (30) days of billing.

C. Any work on roads or road relocations which are not included in Exhibit A, shall be the sole responsibility and at the sole expense of the CITY.

D. The CITY shall not be liable for the payments of any salaries, wages or other compensations to any DISTRICT officer, employee or agent.

11. INDEMNIFICATION BY CITY

CITY agrees to indemnify, defend, and hold harmless DISTRICT and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, or property damage arising from or connected with the services performed by DISTRICT herein under this Agreement, or from any negligent or

intentional act or omission of CITY, its subcontractors, officers and employees in the performance of this Agreement.

12. INDEMNIFICATION BY DISTRICT

DISTRICT agrees to indemnify, defend and hold harmless CITY and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, or property damage arising from any negligent or intentional act or omission of DISTRICT, its subcontractors, officers and employees, in the performance of this Agreement. Notwithstanding the foregoing, DISTRICT's duty to indemnify, defend and hold CITY harmless shall not apply when DISTRICT performs (1) services hereunder at the direction of CITY as to the location, timing and/or type of service to be provided, and DISTRICT provides the services as directed, and (2) other services not within the scope of CITY's direction that are provided in a non-negligent manner.

13. ANNUAL REVIEW

The DISTRICT and the CITY shall annually review matters covered by this Agreement and agree on actions to implement this Agreement including, but not limited to, (1) approval of the roads and road segments itemized on Exhibit A, as amended, and (2) the DISTRICT updating the rates listed on Exhibit B. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern that are covered by this Agreement.

14. DISTRICT-CITY OBLIGATION

Nothing herein contained shall be construed to obligate the DISTRICT or the CITY to perform herein beyond the extent of available funds budgeted or programmed for this work or contrary to applicable laws, rules, and regulations.

15. INDEPENDENT CONTRACTORS

Both parties are acting hereunder in their respective independent capacities and not as agents, partners, joint venturers, or associates of the other. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

16. AGREEMENT AMENDMENTS

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, as the governing body of the Consolidated Fire Protection District of Los Angeles County, has caused this Agreement to be subscribed on its behalf by its Chair, and City of Glendale has caused this Agreement to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

CITY OF GLENDALE

By _____
~~John Drayman, Mayor~~
Yasmin K. Beers, Deputy City Mgr.

ATTEST:

By _____
Ardashes Kassakhian, City Clerk

APPROVED AS TO FORM:

By _____
~~Scott H. Howard~~, City Attorney
Lucy Varpetian Sr. Assist.

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

F:\USERS\PLANNING\KC\Glendale Fire Road Agmt.doc 7-24-08

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

By _____
Deputy

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Scott Kuhn, Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

58 NOV 18 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

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EXHIBIT A
MAINTENANCE OF FIRE ROADS AND SEGMENTS OF ROADS

ROAD NAME

Beaudry North Motorway
Beaudry South Motorway
Brand Motorway
Descanso Lateral
Descanso Motorway
Hostetter Motorway
Las Flores Motorway
Linda Vista Access Road
Plantation Lateral
Range Lateral
Ridge Motorway
Skyline Motorway
Sleepy Hollow Access Road
Whiting Woods Motorway
Valle Vista Access Road
Verdugo Motorway

It is understood that CITY is not the owner of some of the above roads and segments of Roads.

EXHIBIT B
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY LABOR & EQUIPMENT RATES (EFFECTIVE JULY 1, 2008)

The labor rates have been reviewed by the District Auditor-Controller. The equipment rates reflect estimated operating costs as determined by the District.

LABOR	PER HOUR
Supervising Fire Fighting Construction Equipment Operator	$134.99
Senior Fire Fighting Construction Equipment Operator	$120.64
Fire Fighting Construction Equipment Operator	$114.32
Transportation Truck Driver	$52.64
Fire Suppression Aid (Swamper)	$42.54
Firefighter Specialist (Crew)	$114.34

EQUIPMENT	PER HOUR
Rubber Tire Loaders *	
CAT 950H #FW11	$140.20
CAT 950E #FW12	$140.20
Motor Graders *	
CAT 14G #FW14	$142.20
CAT 14M #FW15	$142.20
Backhoe *	
JCB 1550B #FW18	$93.73

* Rates do not include associated personnel costs.