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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 JULY 14, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

July 14, 2009

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 BREA FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY TO PROVIDE A PROPOSAL FOR FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES (ORANGE COUNTY) (3 VOTES)

SUBJECT

As a result of the City of Brea's (City) request for a proposal for fire and emergency medical services from the Consolidated Fire Protection District (Fire District), the Fire District is asking for authorization to prepare a proposal for the City of Brea and also for approval of an Agreement that would require the City to reimburse the Fire District $30,000 for the proposal's preparation.

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 Brea (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 Chairman 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 $30,000, 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 the City contracting with the District for fire protection and related services.

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 provide the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The attached agreement, as executed by the City, provides for payment to the District of $30,000 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 $15,000 for each subsequent 120-day negotiation period to compensate the District for the expenditure of staff time. Should the City subsequently contract with the District, a maximum of $15,000 in fees paid in association with the proposal preparation and $15,000 in fees paid for negotiations would be credited to the conversion costs charged to the City by the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved this agreement as to form. On May 19, 2009, the Brea 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:

Consolidated Fire Protection District
Attn: Debbie Aguirre, Planning Division
1320 N. Eastern Avenue
Los Angeles, CA, 90063

The District will forward one executed original Agreement to the City of Brea for their records.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:lc

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

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 14th day of JULY, 2009, by and between the Consolidated Fire Protection District of Los Angeles County and the City of Brea.

RECITALS:

WHEREAS, the City of Brea, 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/contracting with 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 (f) herein below.

a. Evaluate the present fire protection and paramedic services of the City and their related costs to the City.

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

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c. Describe the financial and operational impacts on the City from the City contracting/annexing to the District.

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

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

f. 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 thirty thousand dollars ($30,000) 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 twenty (120) days of negotiations, there will be no charge to City. After the

initial one-hundred twenty (120) day negotiation period, City shall pay to District, within thirty (30) days of invoice from the District, fifteen thousand dollars ($15,000) for every one-hundred twenty (120) calendar days, or any portion thereof, of negotiations.

7. If City contracts with the District, a maximum of fifteen thousand dollars ($15,000) in fees paid in association with the proposal preparation, and a maximum of fifteen thousand dollars ($15,000) in fees paid for negotiations, will be credited to the conversion costs charged to the City by the District. 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 contracting/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 _____
Chairman of the Board

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

CITY OF BREA

By _____
City Manager

ATTEST:

By _____
Deputy City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#33 JUL 14 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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

f\users\Brea\Brea Proposal Agreement

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