



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 19, 2015

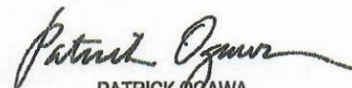
The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 May 19, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE SAN
BERNARDINO COUNTY FIRE PROTECTION DISTRICT
(5TH DISTRICT) (3 VOTES)**

SUBJECT

Renewal of the Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the San Bernardino County Fire Protection District (SBCFPD) for the provision of fire protection and emergency medical services by the SBCFPD to the unincorporated Los Angeles County Wrightwood area, also known as the Wrightwood Zone, which is adjacent to the San Bernardino County Wrightwood community. This renewed agreement replaces an existing agreement which has been in effect since August 22, 1988, and contains the same general provisions with minor, non-substantive updates.

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

Approve and instruct the Chairman to sign the attached Agreement between the Fire District and the SBCFPD for the provision of fire protection and emergency medical services to the Wrightwood Zone by the SBCFPD (Agreement).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement replaces the current agreement approved by your Board on August 22, 1988 (No. 60366), between the Fire District and the SBCFPD, previously referred to as CSA 56 for the

provision of fire protection and emergency medical services to the Wrightwood Zone by the SBCFPD. The initial term of the current agreement was for five (5) years with an automatic renewal every year thereafter unless terminated in accordance with the terms of the contract.

SBCFPD has notified the Fire District of their desire to terminate the current agreement effective June 30, 2015, and to replace it with a new updated Agreement to become effective July 1, 2015. This new updated Agreement will allow SBCFPD to continue to provide emergency medical services to the Fire District's Wrightwood Zone with the same general provisions, but with minor, non-substantive changes.

The initial five (5) year Agreement term would begin July 1, 2015 through June 30, 2020, and will automatically renew each year, thereafter, unless terminated by either party.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal Number 1, Operational Effectiveness/Fiscal Sustainability, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

In consideration of the services to be provided by the SBCFPD, the Fire District will continue to transfer to the SBCFPD ninety percent (90%) of the property tax and special tax revenue annually generated in the Wrightwood Zone. There is no new net cost to the Fire District or County associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

- The initial Agreement term would be effective July 1, 2015 through June 30, 2020, and would automatically renew from year-to-year, thereafter, unless terminated in writing by either party.
- The Fire District would continue to transfer to SBCFPD annually ninety percent (90%) of the property tax and special tax revenue generated in the Wrightwood Zone.
- Non-substantive modifications to the Agreement may be made by consent of both the Fire Chief of the Fire District and the Fire Chief of the SBCFPD.

The San Bernardino County Board of Supervisors approved the Agreement on March 17, 2015. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of Fire District services and thus it can be seen with certainty that there is no possibility that

The Honorable Board of Supervisors

5/19/2015

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the activity may have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will continue to allow SBCFPD to provide fire protection and emergency medical services to the unincorporated Los Angeles County Wrightwood Zone without interruption.

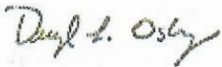
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) signed originals and two (2) copies of the Agreement and a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Lorraine Buck, Acting Planning Division Chief

The Fire District will forward the two (2) executed original Agreements to SBCFPD for their records.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller



San Bernardino County
Fire Protection District

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			SC	CFD	A
<input type="checkbox"/> Cancel					15-120
ePro Vendor Number			ePro Contract Number		
San Bernardino County Fire Protection District			Dept. FNZ	Orgn. 3014	Contractor's License No.
Contract Representative			Telephone		Total Contract Amount
Carlo Pacot			909-387-5944		
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Contract Type		
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		07/01/15	6/30/20	\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
FVZ	580	3014		9970	
					Amount
					\$
					\$
Project Name			Estimated Payment Total by Fiscal Year		
Fire Protection and			FY	Amount	I/D
Emergency Medical Services					
In Wrightwood Zone					
of LA County					

THIS CONTRACT is entered into in the State of California by and between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT hereinafter called the SBCFPD, and

Name
The County of Los Angeles
Address
1320 North Eastern Avenue
Los Angeles, CA 90063
Telephone
(323) 881-2411

hereinafter called CFPD

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

THIS AGREEMENT is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD"), and the Consolidated Fire Protection District of Los Angeles County (herein referred to as "CFPD").

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

78372

WITNESSETH:

WHEREAS, SBCFPD agrees to provide fire protection and emergency medical services to an area adjacent to Wrightwood, located in Los Angeles County and commonly known as the "Wrightwood Zone."

WHEREAS, SBCFPD shall receive a portion of the property tax revenue received by the CFPD for the Wrightwood Zone in return for said fire protection and emergency medical services.

WHEREAS, it is the intent of the parties hereto that the fire protection and emergency medical services in the Wrightwood Zone, as depicted on the attached map, Exhibit A, be provided by SBCFPD; and

WHEREAS, the Agreement entered into on August 22, 1988 between SBCFPD and CFPD for the provision of fire protection and emergency medical services in the Wrightwood Zone is no longer a suitable instrument by which to provide services; and

WHEREAS, SBCFPD and CFPD desire to enter into a new Agreement for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone; and

WHEREAS, such Agreements are authorized by Section 55632 of the California Government Code;

NOW, THEREFORE, it is agreed as follows:

I. OPERATIVE DATE AND TERMINATION OF AGREEMENT:

- A. This Agreement shall be effective as of July 1, 2015, for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone as depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.
- B. Either of the parties shall have the right to terminate this Agreement as of July 1 of any year by written notice to the other party. Notice shall be delivered no later than January 1 preceding the termination date.
- C. This Agreement will be effective for 5 years until June 30, 2020, and will automatically renew each year thereafter unless terminated by either party according to the terms of the Agreement.
- D. In the event of such termination of this Agreement, SBCFPD shall be paid the applicable and appropriate fee to fund services provided by SBCFPD through the effective date of the termination.
- E. Non-substantive modification to this Agreement may be made upon consent of the Fire Chiefs of both parties, which consent shall not be unreasonably held or delayed.

II. SERVICES:

- A. SBCFPD agrees to provide fire protection and emergency medical services within the boundaries as described in Exhibit A to the extent and in the manner set forth herein. Services shall encompass the type of duties, functions, and response levels customarily rendered by and within the jurisdiction of SBCFPD.
- B. Services to be provided to the Wrightwood Zone by SBCFPD shall include all fire protection and emergency medical services. Ambulance service is not part of this Agreement. Service levels shall be consistent with service levels provided throughout SBCFPD's jurisdiction.
- C. The nature, scope, and extent of service, the manner and methods of rendition of such services, the standards of performance, the control and discipline of personnel, and all other matters related to the

furnishing and performance of such services hereunder shall remain with and be the responsibility of SBCFPD.

- D. SBCFPD shall furnish and supply all labor, supervision, supplies, fire equipment and vehicles, and communication facilities to furnish the level of service to be provided herein.
- E. Since CFPD does not provide ambulance service, any ambulance service provided to the Wrightwood Zone by SBCFPD shall not be a part of this Agreement.

III. INSURANCE AND INDEMNIFICATION

A. RECIPROCAL/MUTUAL INDEMNIFICATION

1. CFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.
2. SBCFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless CFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.

B. **INSURANCE** – SBCFPD and CFPD are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.

C. **WAIVER OF SUBROGATION OF RIGHTS** – CFPD shall require the carriers of required coverages to waive all rights of subrogation against SBCFPD, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CFPD and CFPD employees or agents from waiving the right of subrogation prior to a loss or claim. CFPD hereby waives all rights of subrogation against SBCFPD.

D. **SEVERABILITY OF INTERESTS** – If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained.

IV. **DISCRIMINATION:** The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

V. **WAIVER OF BREACH:** A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

VI. APPLICABLE LAWS: At all times during the term of this Agreement, SBCFPD and CFPD shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

VII. GENERAL PROVISIONS: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

- A. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
- B. Time is of the essence in performance of this Agreement. Neither SBCFPD nor CFPD shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
- C. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

VIII. FUNDING

- A. For, and in consideration of, the provision of all services rendered, including appropriate insurance premiums, pursuant to this Agreement, SBCFPD shall be compensated by payment from CFPD to SBCFPD.
- B. The amount of compensation shall be calculated by CFPD as follows:
 1. Multiply one percent (1%) of the Wrightwood Zone's current total assessed value by the average of the CFPD's percentage of all the tax rate areas in the Wrightwood Zone for the preceding fiscal year. For example, the 2013-14 average of seventeen and one-half percent (17.5%) would be utilized for the 2014-15 fiscal year.
 2. The percentage average shall be adjusted each year to reflect the preceding year's actual CFPD average tax rate area percentage.
 3. Ninety percent (90%) of the amount calculated in Section VIII, B, subsection 1, hereof, shall be the amount of payment for services.
- C. Payment in full shall be made to SBCFPD in February of each fiscal year.
- D. Payment for services rendered for less than an entire fiscal year shall be prorated and calculated by multiplying the amount of compensation for services for the entire fiscal year as specified in Section VIII, B hereof, by a fraction. The numerator being the number of days services are rendered under the fiscal year, and denominator being the number of days available for that year.

IX. PERSONNEL

- A. All persons employed in the performance of service and functions pursuant to this Agreement shall be SBCFPD employees. No CFPD employee shall be controlled, taken over, assumed, integrated into, or employed by SBCFPD.
- B. No person employed by SBCFPD who performs any of the services herein shall have any right to any retirement, compensation, or any civil service status, or any other station or right with or from CFPD.

- C. CFPD shall not be responsible or liable for the direct payment of any salaries, wages, or other compensation to any SBCFPD personnel performing services hereunder; and CFPD shall not be liable for compensation or indemnity to any SBCFPD employee for injury or sickness arising out of his or her employment.
- D. Solely for the purposes of performing the services and for giving official status to the performance thereof where necessary, every officer and employee of SBCFPD shall have the authority of an officer or employee of the CFPD while performing services under this Agreement.
- E. CFPD and SBCFPD acknowledge and agree that they are acting as independent entities and agencies in the performance of this Agreement.

X. ENVIRONMENTAL QUALITY CONTROL

- A. CFPD shall be responsible for all steps required in order to comply with the provisions of the California Environmental Quality Act of 1970 (hereinafter referred to as the "Act"), insofar as the same may apply to this Agreement between SBCFPD and the CFPD.
- B. CFPD agrees to hold SBCFPD free and harmless from any and all claims, demands or judgments arising out of the CFPD's failure for whatever reason to comply with the provision of said Act, except for the negligence of SBCFPD.

XI. NOTICE, MISCELLANEOUS

- A. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows.

SBCFPD:

San Bernardino County Fire Protection District
 Attn: Fire Chief /Fire Warden
 157 W. 5th Street, 2nd floor
 San Bernardino, CA 92415-0451

CFPD:

Consolidated Fire Protection District
 of Los Angeles County
 Attn: Fire Chief
 1320 North Eastern Avenue
 Los Angeles, CA 90063

Either party may change such addresses upon written notice to the other party given as provided in this section.

- B. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.
- C. CAPTIONS: The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

AGENCY REPRESENTATIVES:

1. "CFPD's Representative" – CFPD hereby designates CFPD's Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. The CFPD's Representative shall have the power to act on behalf of CFPD for all purposes under this Agreement. SBCFPD shall not accept direction or orders from any person other than CFPD's Representative or his or her designee.
2. SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all

purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

San Bernardino County Fire Protection District

James Ramos
 James Ramos, Chair, Board of Directors

Dated: MAR 17 2015

Consolidated Fire Protection District of
 Los Angeles County

By *Mike Antonovich*
 Mayor, Board of Supervisors

ATTEST:

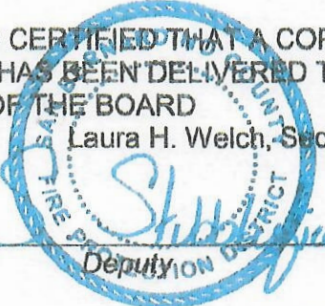
Patrick Ogawa, Acting Executive Officer
 Clerk of the Board of Supervisors

By *Patrick Ogawa*
 Deputy
 MAY 19 2015

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary

By *Shirley J. Field*
 Deputy



ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

49 MAY 19 2015

APPROVED AS TO FORM:

Mark Saladino
 County Counsel

By *Mark Saladino*
 Deputy

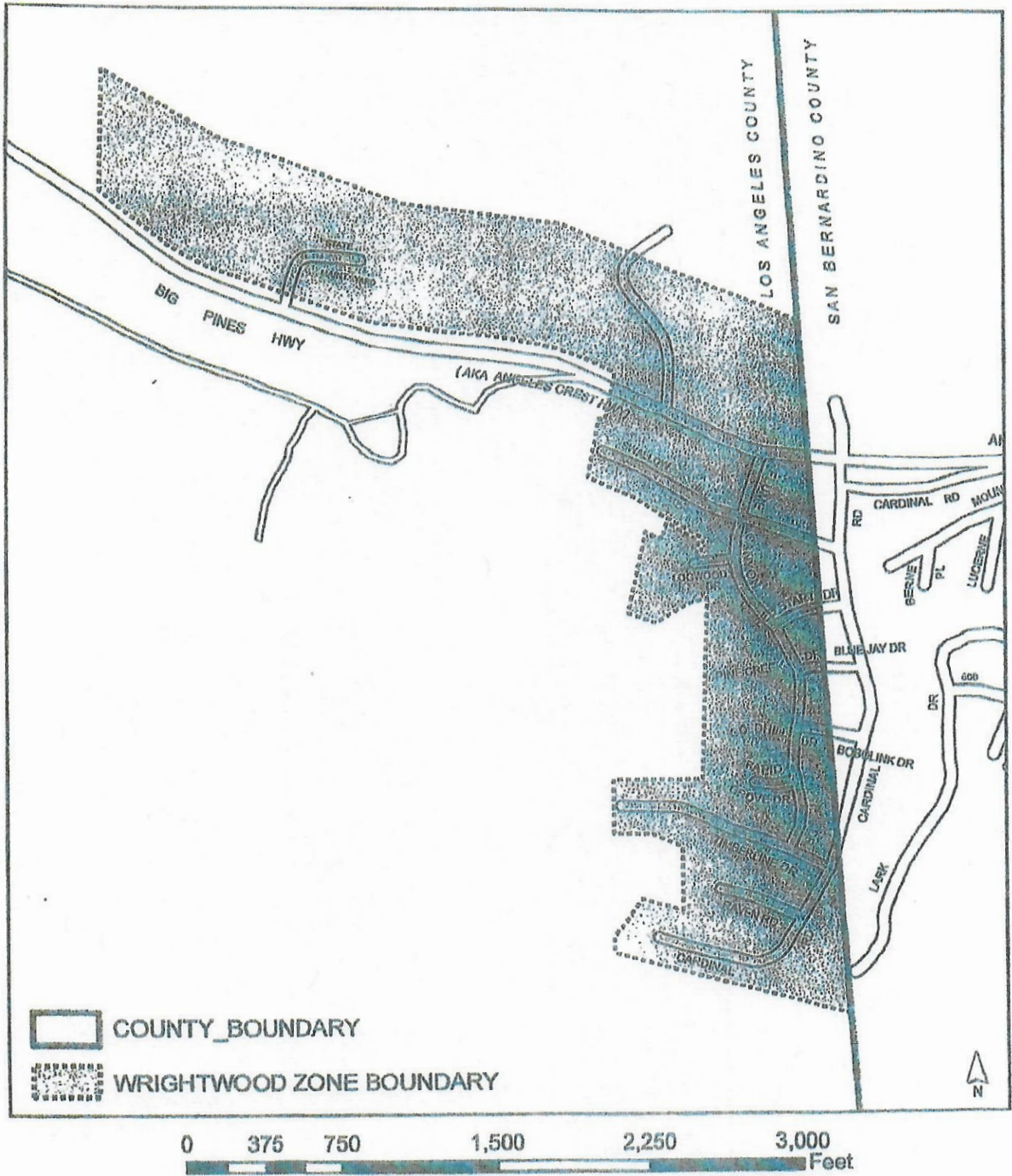


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Approved as to Legal Form <u><i>Carol Greene</i></u> Counsel Carol Greene	Reviewed by Contract Compliance <u><i>Patrick Ogawa</i></u> PATRICK OGAWA ACTING EXECUTIVE OFFICER	Presented to Board for Signature <u><i>Mark A. Hartwig</i></u> Mark A. Hartwig
Date <u>3/3/15</u>	Date _____	Date <u>3-5-15</u>

EXHIBIT A

Wrightwood Zone of Consolidated Fire Protection District of Los Angeles County



Wrightwood Station 14 Staffing

Commitment Items	1718 Modified Bdg	1819 Modified Bdg	1920 Modified Bdg	Individual Position Cost 1920
Expenditures				
Station Salaries & Benefits(1) Engine and (1) Medic Ambulance 3C/3E/3FFPM's/3 AOE's/3 AOP's	1,749,304	1,872,808	1,940,254	
Average Cost - Captain (x3)	\$ 598,389	\$ 639,959	\$ 652,843	\$217,614
Average Cost - Engineer (x3)	\$ 520,691	\$ 544,757	\$ 563,880	\$187,960
Average Cost - FF-Paramedic (x3)	\$ 381,165	\$ 405,515	\$ 418,908	\$139,636
Average Cost - Amb Oper -EMT (x3)	\$ 114,462	\$ 129,597	\$ 145,674	\$48,558
Average Cost - Amb Oper -Paramedic (x3)	\$ 134,596	\$ 152,979	\$ 158,949	\$52,983
TOTAL STAFFING	\$ 1,749,303	\$ 1,872,807	\$ 1,940,254	

Wrightwood Station 14

Commitment Items	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals
Expenditures			
Station Salaries & Benefits(1) Engine and (1) Medic Ambulance 3 Captains/3 Engineers/3 Firefighter Paramedics/3 Ambulance Operator EMTs/3 Ambulance Operator Paramedics	1,749,304	1,872,808	1,940,254
North Desert Zone Allocations	148,592	155,485	150,390
Staffing Expenses	1,897,896	2,028,293	2,090,644
Services & Supplies	784,988	427,220	514,476
District Cost Allocations	275,062	462,463	547,675
Operating Costs	1,060,051	889,683	1,062,151
Capital Outlay - Improvements to Structures	-	-	-
Capital Outlay - Equipment	(1,360)	-	-
Capital Outlay	(1,360)	-	-
Mgmt Information Services Equip Replacement Reserve	10,455	10,455	10,455
Operating Transfers Out	10,455	10,455	10,455
Total Expenditures	2,967,042	2,928,431	3,163,250
Revenues			
Property Taxes	1,099,114	1,151,105	1,218,592
Taxes	1,099,114	1,151,105	1,218,592
FP-5 Special Tax	-	-	509,994
Fee/Rate	-	-	509,994
Federal Other - Intergovernmental Revenue (IGT)	427,027	347,639	613,449
Federal	427,027	347,639	613,449
Ambulance Subscription Fees	8,970	22,700	26,520
Service Fees - Ground Emergency Medical Transport (GEMT)	609,898	371,900	-
Service Fees (Ambulance Transport Fees)	1,446,647	1,051,990	1,188,627
Current Services	2,065,514	1,446,591	1,215,147
Other Revenue	55,922	57,011	56,454
Other Revenue	55,922	57,011	56,454
Sale Of Fixed Assets	-	2,864	2,864
Sale of Fixed Assets	-	2,864	2,864
Total Revenue	3,647,578	3,005,210	3,616,501
NET	680,536	76,779	453,251

Expenditures Do Not Include:

(1) The annual cost for replacement of the following Station Apparatus:

	Cost	Annual
Engine Useful Life (15 years)	787,000	52,467
Medic Ambulance Useful Life (7 years)	235,000	33,571
Total	1,022,000	86,038

2) A contribution to Station replacement

	Cost	Annual
Station Replacement (50 Years)	7,000,000	140,000

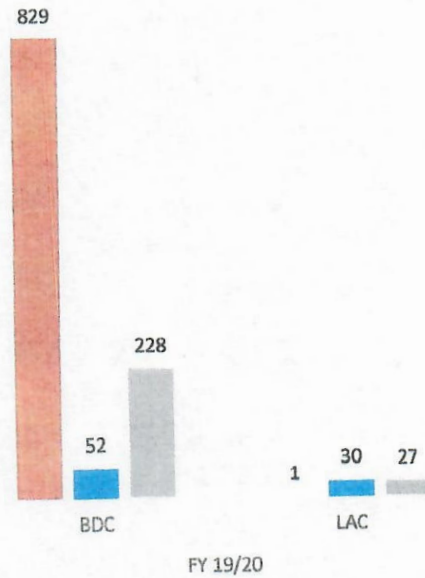
Total of Costs not included in Expenditures 226,038

	FY 17/18	FY 18/19	FY 19/20
Total Incidents	603	700	671
Total Responses	0	0	0
BDC Responses	1,047	1,167	1,109
LAC Responses	32	41	58

FY 19/20			Totals
Station 14	Other BDC	LAC	
686	143	1	2,381
44	8	30	393
169	59	27	680
899	210	58	3,454
1,167			

Responses by Incident Type	FY 17/18		FY 18/19	
	BDC	LAC	BDC	LAC
Medical	789	19	913	
Structure Fire	36	1	47	
Vegetation Fire	16	0	9	
Vehicle Fire	9	0	2	
Other Fire	12	0	7	
Investigation/Alarm	29	0	28	
Hazmat	5	0	20	
Public Service	12	0	18	
Rescue	24	0	12	
Traffic Collision	93	12	86	
Traffic Collision with Extrication	22	0	19	
Other	0	0	6	
Totals	1,047	32	1,167	

Responses by Location	FY 17/18		FY 18/19	
	BDC	LAC	BDC	LAC
Wrightwood CSD	729	0	822	
LA County	139	25	117	
Mountain High	179	7	228	
Totals	1,047	32	1,167	



**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

March 17, 2015

**FROM: MARK A. HARTWIG, Fire Chief/Fire Warden
San Bernardino County Fire Protection District**

**SUBJECT: REVENUE AGREEMENT WITH THE CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES IN THE WRIGHTWOOD AREA**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District (SBCFPD), approve revenue Agreement No. 15-126 with the Consolidated Fire Protection District of Los Angeles County in which SBCFPD will provide fire protection/emergency medical services for an area adjacent to Wrightwood located in the County of Los Angeles and receive, as compensation, a portion of the property tax revenue collected in the Wrightwood area that falls within Los Angeles County boundaries, commonly known as the "Wrightwood Zone", effective July 1, 2015 through June 30, 2020 with automatic renewal each year thereafter until terminated. (Presenter: Mark A. Hartwig, Fire Chief/Fire Warden, 387-5779)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Operate in a Fiscally-Responsible and Business-Like Manner.
Maintain Public Safety.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

FINANCIAL IMPACT

This revenue agreement will not result in the need for additional Discretionary General Funding (Net County Cost). In accordance with the agreement, the Consolidated Fire Protection District of Los Angeles (CFPD) will continue to compensate SBCFPD for the cost of providing fire protection and emergency medical services. The compensation amount will be calculated by CFPD and represent a portion of the property tax revenue collected in the "Wrightwood Zone". Since 2009, SBCFPD has received from CFPD an average of \$44,306 per year, which correlates with the Wrightwood Zone assessed valuation, to offset the costs of providing services. Annual appropriation and revenue related to this agreement will be included in SBCFPD's future recommended budgets.

BACKGROUND INFORMATION

This revenue agreement allows SBCFPD to be compensated for the continued provision of fire protection and emergency medical services to the "Wrightwood Zone" located within Los Angeles County. Because of the location of this small community, these vital public services can be more efficiently provided by SBCFPD through its Station #14 located in the San Bernardino County portion of Wrightwood.

cc: SBCFPD- Hartwig
;Pacot w/Agree for Sign.
Contractor c/o SBCFPD
ATC-Acct. Pay. Mgr. w/Agree
EBIX-BPO c/o Risk Mgmt.
SDD-Reception w/Agree
CAO-Forster
File w/Agree
ss 3/18/15

Record of Action of the Board of Directors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
San Bernardino County Fire Protection District**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, SECRETARY

BY _____

DATED: March 17, 2015

**REVENUE AGREEMENT WITH THE CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES IN THE WRIGHTWOOD AREA
MARCH 17, 2015
PAGE 2 OF 2**

On August 22, 1988 (Item No. 61), the Board approved Agreement No. 88-758 with CFPD for the provision of fire protection and emergency medical services in the "Wrightwood Zone" by what was legally known at the time as County Service Area (CSA) 56. The initial term of this agreement ended on June 30, 1993 and has been automatically renewed each subsequent year on a fiscal year basis (July 1 through June 30). SBCFPD and CFPD recently collaborated to produce a new agreement as this existing agreement (No. 88-758) requires language updates to reflect the correct legal designation of the service provider (SBCFPD rather than CSA 56). No other substantive changes are being proposed in the new agreement.

Pursuant to Section I.C. of Agreement No. 88-758, either party shall have the right to terminate the agreement as of July 1 of any year by providing written notice to the other party (delivered no later than January 1 preceding the termination date). SBCFPD previously notified CFPD in writing of its desire to terminate Agreement No. 88-758 and enter into a new agreement commencing July 1, 2015. This new agreement will allow for the subject services to continue for five years, but has the same automatic annual renewal and termination provisions as the existing agreement between SBCFPD and CFPD.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Carol Greene, Deputy County Counsel, 387-5455) on February 12, 2014; Finance (Tom Forster, Administrative Analyst, 387-4635) on February 24, 2015; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on March 2, 2015.



**San Bernardino County
Fire Protection District**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number		
<input type="checkbox"/> Change			SC	CFD	A	15-126
<input type="checkbox"/> Cancel						
ePro Vendor Number				ePro Contract Number		
San Bernardino County Fire Protection District			Dept.	Orgn.	Contractor's License No.	
Contract Representative			FNZ	3014		
Carlo Pacot			Telephone		Total Contract Amount	
			909-387-5944			
Contract Type						
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not unencumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
		07/01/15	6/30/20	\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
FVZ	580	3014		9970		\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name				Estimated Payment Total by Fiscal Year		
Fire Protection and				FY	Amount	I/D
Emergency Medical Services						
In Wrightwood Zone						
of LA County						

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT** hereinafter called the **SBCFPD**, and

Name

The County of Los Angeles

hereinafter called CFPD

Address

1320 North Eastern Avenue

Los Angeles, CA 90063

Telephone

(323) 881-2411

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

THIS AGREEMENT is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD"), and the Consolidated Fire Protection District of Los Angeles County (herein referred to as "CFPD").

Auditor/Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
input Date	Keyed By

WITNESSETH:

WHEREAS, SBCFPD agrees to provide fire protection and emergency medical services to an area adjacent to Wrightwood, located in Los Angeles County and commonly known as the "Wrightwood Zone."

WHEREAS, SBCFPD shall receive a portion of the property tax revenue received by the CFPD for the Wrightwood Zone in return for said fire protection and emergency medical services.

WHEREAS, it is the intent of the parties hereto that the fire protection and emergency medical services in the Wrightwood Zone, as depicted on the attached map, Exhibit A, be provided by SBCFPD; and

WHEREAS, the Agreement entered into on August 22, 1988 between SBCFPD and CFPD for the provision of fire protection and emergency medical services in the Wrightwood Zone is no longer a suitable instrument by which to provide services; and

WHEREAS, SBCFPD and CFPD desire to enter into a new Agreement for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone; and

WHEREAS, such Agreements are authorized by Section 55632 of the California Government Code;

NOW, THEREFORE, it is agreed as follows:

I. OPERATIVE DATE AND TERMINATION OF AGREEMENT:

- A. This Agreement shall be effective as of July 1, 2015, for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone as depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.
- B. Either of the parties shall have the right to terminate this Agreement as of July 1 of any year by written notice to the other party. Notice shall be delivered no later than January 1 preceding the termination date.
- C. This Agreement will be effective for 5 years until June 30, 2020, and will automatically renew each year thereafter unless terminated by either party according to the terms of the Agreement.
- D. In the event of such termination of this Agreement, SBCFPD shall be paid the applicable and appropriate fee to fund services provided by SBCFPD through the effective date of the termination.
- E. Non-substantive modification to this Agreement may be made upon consent of the Fire Chiefs of both parties, which consent shall not be unreasonably held or delayed.

II. SERVICES:

- A. SBCFPD agrees to provide fire protection and emergency medical services within the boundaries as described in Exhibit A to the extent and in the manner set forth herein. Services shall encompass the type of duties, functions, and response levels customarily rendered by and within the jurisdiction of SBCFPD.
- B. Services to be provided to the Wrightwood Zone by SBCFPD shall include all fire protection and emergency medical services. Ambulance service is not part of this Agreement. Service levels shall be consistent with service levels provided throughout SBCFPD's jurisdiction.
- C. The nature, scope, and extent of service, the manner and methods of rendition of such services, the standards of performance, the control and discipline of personnel, and all other matters related to the

furnishing and performance of such services hereunder shall remain with and be the responsibility of SBCFPD.

- D. SBCFPD shall furnish and supply all labor, supervision, supplies, fire equipment and vehicles, and communication facilities to furnish the level of service to be provided herein.
- E. Since CFPD does not provide ambulance service, any ambulance service provided to the Wrightwood Zone by SBCFPD shall not be a part of this Agreement.

III. INSURANCE AND INDEMNIFICATION

A. RECIPROCAL/MUTUAL INDEMNIFICATION

1. CFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.
2. SBCFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless CFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.

B. **INSURANCE** – SBCFPD and CFPD are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.

C. **WAIVER OF SUBROGATION OF RIGHTS** – CFPD shall require the carriers of required coverages to waive all rights of subrogation against SBCFPD, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CFPD and CFPD employees or agents from waiving the right of subrogation prior to a loss or claim. CFPD hereby waives all rights of subrogation against SBCFPD.

D. **SEVERABILITY OF INTERESTS** – If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained.

IV. DISCRIMINATION: The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

V. WAIVER OF BREACH: A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

VI. APPLICABLE LAWS: At all times during the term of this Agreement, SBCFPD and CFPD shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

VII. GENERAL PROVISIONS: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

- A. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
- B. Time is of the essence in performance of this Agreement. Neither SBCFPD nor CFPD shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
- C. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

VIII. FUNDING

- A. For, and in consideration of, the provision of all services rendered, including appropriate insurance premiums, pursuant to this Agreement, SBCFPD shall be compensated by payment from CFPD to SBCFPD.
- B. The amount of compensation shall be calculated by CFPD as follows:
 - 1. Multiply one percent (1%) of the Wrightwood Zone's current total assessed value by the average of the CFPD's percentage of all the tax rate areas in the Wrightwood Zone for the preceding fiscal year. For example, the 2013-14 average of seventeen and one-half percent (17.5%) would be utilized for the 2014-15 fiscal year.
 - 2. The percentage average shall be adjusted each year to reflect the preceding year's actual CFPD average tax rate area percentage.
 - 3. Ninety percent (90%) of the amount calculated in Section VIII, B, subsection 1, hereof, shall be the amount of payment for services.
- C. Payment in full shall be made to SBCFPD in February of each fiscal year.
- D. Payment for services rendered for less than an entire fiscal year shall be prorated and calculated by multiplying the amount of compensation for services for the entire fiscal year as specified in Section VIII, B hereof, by a fraction. The numerator being the number of days services are rendered under the fiscal year, and denominator being the number of days available for that year.

IX. PERSONNEL

- A. All persons employed in the performance of service and functions pursuant to this Agreement shall be SBCFPD employees. No CFPD employee shall be controlled, taken over, assumed, integrated into, or employed by SBCFPD.
- B. No person employed by SBCFPD who performs any of the services herein shall have any right to any retirement, compensation, or any civil service status, or any other station or right with or from CFPD.

- C. CFPD shall not be responsible or liable for the direct payment of any salaries, wages, or other compensation to any SBCFPD personnel performing services hereunder; and CFPD shall not be liable for compensation or indemnity to any SBCFPD employee for injury or sickness arising out of his or her employment.
- D. Solely for the purposes of performing the services and for giving official status to the performance thereof where necessary, every officer and employee of SBCFPD shall have the authority of an officer or employee of the CFPD while performing services under this Agreement.
- E. CFPD and SBCFPD acknowledge and agree that they are acting as independent entities and agencies in the performance of this Agreement.

X. ENVIRONMENTAL QUALITY CONTROL

- A. CFPD shall be responsible for all steps required in order to comply with the provisions of the California Environmental Quality Act of 1970 (hereinafter referred to as the "Act"), insofar as the same may apply to this Agreement between SBCFPD and the CFPD.
- B. CFPD agrees to hold SBCFPD free and harmless from any and all claims, demands or judgments arising out of the CFPD's failure for whatever reason to comply with the provision of said Act, except for the negligence of SBCFPD.

XI. NOTICE, MISCELLANEOUS

- A. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows.

SBCFPD:

San Bernardino County Fire Protection District
 Attn: Fire Chief /Fire Warden
 157 W. 5th Street, 2nd floor
 San Bernardino, CA 92415-0451

CFPD:

Consolidated Fire Protection District
 of Los Angeles County
 Attn: Fire Chief
 1320 North Eastern Avenue
 Los Angeles, CA 90063

Either party may change such addresses upon written notice to the other party given as provided in this section.

- B. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.
- C. CAPTIONS: The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

AGENCY REPRESENTATIVES:

1. "CFPD's Representative" – CFPD hereby designates CFPD's Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. The CFPD's Representative shall have the power to act on behalf of CFPD for all purposes under this Agreement. SBCFPD shall not accept direction or orders from any person other than CFPD's Representative or his or her designee.
2. SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all

purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

San Bernardino County Fire Protection District

Consolidated Fire Protection District of Los Angeles County

James Ramos
James Ramos, Chair, Board of Directors

By *Mike Antonovich*
Mayor, Board of Supervisors

Dated: MAR 17 2015

ATTEST:

Patrick Ogawa, Acting Executive Officer
Clerk of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Antonia*
Deputy
MAY 19 2015

Laura H. Welch, Secretary



By *S. Skubla*
Deputy

APPROVED AS TO FORM:

Mark Saladino
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *Mark Saladino*
Deputy

49 MAY 19 2015

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to Board for Signature

Carol Greene
Counsel Carol Greene

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Mark A. Hartwig
Mark A. Hartwig

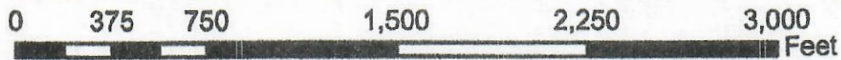
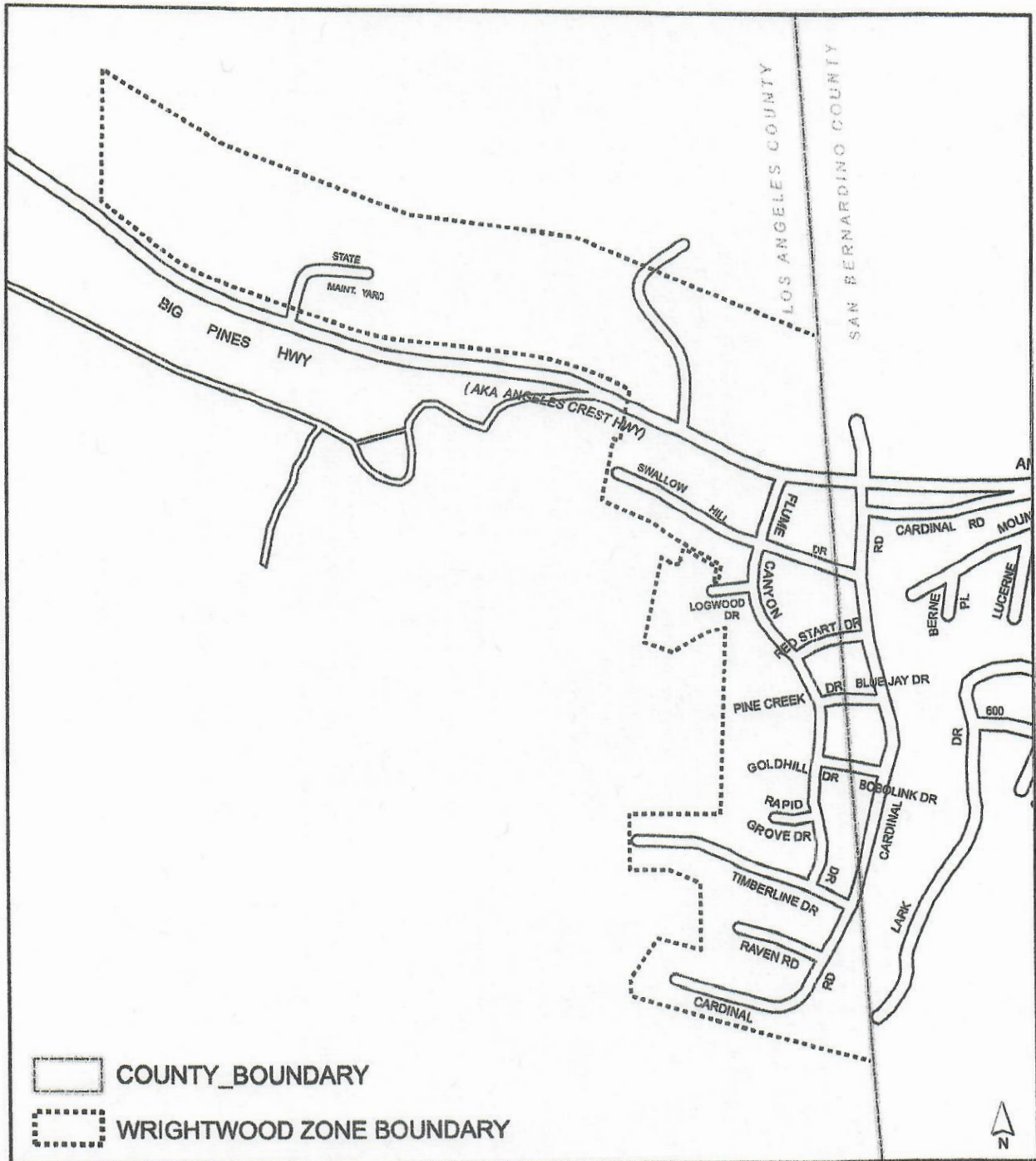
Date 3/3/15

Date _____

Date 3-5-15

EXHIBIT A

Wrightwood Zone of Consolidated Fire Protection District of Los Angeles County



1. What is the general tax revenues from within the LA County area for fire protection, specifically what is the share of the 1% property tax and are there any special taxes included. Are there any other sources of revenue that reoccur annually. Please provide the revenue details for FY 2017-18, 2018-19 and 2019-20.

The Consolidated Fire Protection District of Los Angeles County (Fire District) currently receives approximately 17.5 percent of the 1% ad valorem property tax and levies a special tax to fund fire protection and emergency medical services. There are no other sources of revenue that reoccur annually in the unincorporated Wrightwood community.

The following are revenues generated in the unincorporated Wrightwood community:

	<u>FY17-18</u>	<u>FY18-19</u>	<u>FY19-20</u>
CDPD Property Tax:	\$51,136.46	\$53,082.51	\$54,195.69
Special Tax:	\$8,199.20	\$8,364.45	\$8,531.03

2. What are the annual expenses for providing fire protection and EMS services to the LA portion of the community and how are they provided. This question is included since there appear to be no LA County fire stations near the area and it is therefore assumed that the service is provided through Station 14 of San Bernardino County Fire Protection District. This assumption is further made as Highway 2 is generally closed during the winter months. Please provide the expense information for FY 2017-18, 2018-19, and 2019-20.

The Fire District has an agreement with the San Bernardino County Fire Protection District (SBCFPD) for the provision of fire protection and emergency medical services by the SBCFPD to the unincorporated Wrightwood community. Per the agreement, the Fire District will fund the services provided by SBCFPD with 90% of the property taxes and special taxes collected within the unincorporated Wrightwood area. Attached is a copy of the agreement

The following are expenses paid to SBCFPD in the unincorporated Wrightwood community per the agreement:

	<u>FY17-18</u>	<u>FY18-19</u>	<u>FY19-20</u>
Expenses:	\$53,402.09	\$55,302.26	\$56,454.05

3. Please provide copies of call logs for service for the fiscal years identified above. In this information please identify the number of calls for service at Mountain High Ski resort.

Attached are the call logs in the unincorporated Wrightwood community for the fiscal years identified above. The location of all calls is listed.

4. Please provide copies of any contractual or automatic aid agreements for fire protection/EMS/ambulance between LA and San Bernardino Fire Departments for the Wrightwood community. If there are none, please identify how the costs for service are charged.

See response to Question 2 and attached.